

# Lancaster County Council Regular Meeting Agenda

Monday, October 24, 2016

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

1. **Call to Order Regular Meeting – Chairman Bob Bundy** 6:30 p.m.
2. **Welcome and Recognition – Chairman Bob Bundy**
3. **Pledge of Allegiance and Invocation – Council Member Larry Honeycutt**
4. **Approval of the agenda** *[deletions and additions of non-substantive matter]*
5. **Special presentations**
  - Presentation of South Carolina Law Enforcement Accreditation, Certificate of Accreditation – *Sheriff Faile – pg.5*
6. **Citizen Comments** *[Speakers are allowed approximately 3 minutes. If there are still people on the list who have not spoken at the end of thirty (30) minutes, Council may extend the citizen comments section or delay it until a later time in the agenda]*
7. **Consent Agenda**
  - a. **Minutes of the following meetings:**
    - **September 26, 2016 Special Council meeting – pgs. 6-13**
8. **Non-Consent Agenda**
  - a. **Resolution 0940-R2016 Land Acquisition**

Resolution Title: A Resolution approving the acquisition of land for the siting of Public Safety Communications radio towers. *Previously recommended by the Public Safety Committee. Steve Willis – pgs. 14-17*
  - b. **Public Hearing and 3<sup>rd</sup> Reading of Ordinance 2016-1404 Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds**

Ordinance Title: An Ordinance to authorize and provide for the issuance and sale of not to exceed \$15,000,000 principal amount Sun City Improvement District Assessment Refunding Revenue Bonds, Series 2016A, or such other appropriate series designation; to limit the payment of the bonds solely to the assessments imposed within the Sun City Improvement District; to provide for the execution of a second supplemental indenture; to make other covenants and

agreements in connection with the foregoing; and to provide for other matters relating thereto. ***Passed 7-0 at the October 10, 2016 Council Meeting. Frannie Heizer – pgs. 18-124***

**c. 3rd Reading of Ordinance 2016-1418 regarding Bretagne Development Agreement**

Ordinance Title: An Ordinance to approve a first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; to authorize certain county officials to execute and deliver the first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; and to provide for other matters related thereto. ***Planning Commission approved 7-0 with conditions. (Favorable – I&R Committee) Passed 5-2 at the October 10, 2016 Council Meeting. John Weaver – pgs. 125-173***

**d. 2<sup>nd</sup> Reading of Ordinance 2015-1386 – Avondale rezoning**

Ordinance Title: An Ordinance to amend the Official Zoning Map of Lancaster County so as to rezone property of Floyd Kenthy & Eleasa M. Moore, Dean Ross and Janel S. Withers, the Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith Iii, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely located between Calvin Hall Road and Harrisburg Road From R-15P, Moderate Density Residential/Agricultural Panhandle And B-3, General Commercial Districts to Planned Development (PDD-27) District; and to provide for other matters related thereto. ***John Weaver – pgs. 174-175***

**e. 2nd Reading of Ordinance 2015-1369 – Avondale PDD**

Ordinance Title: An Ordinance to establish the Avondale mixed use Planned Development District (PDD-27); to approve the Master Plan for the Development of the PDD-27 property; to provide the regulations that would apply to the Development of the PDD-27 property; and to provide for other matters related thereto. ***John Weaver – pgs. 176-214***

**f. 2nd Reading of Ordinance 2015-1370 – Avondale Development Agreement**

Ordinance Title: An Ordinance to approve a Development Agreement between Sinacori Builders, LLC and the County of Lancaster relating to the Avondale Development; to authorize certain County Officials to execute and deliver the Development Agreement. ***John Weaver – pgs. 215-249***

**g. 1<sup>st</sup> Reading of Ordinance 2016-1419 Central Wire Special Source Revenue**

Ordinance Title: An Ordinance to authorize the execution and delivery of a Special Source Revenue Credit Agreement by and between Lancaster County and Central Wire, Inc., providing for Special Source Revenue Credits; to express the Intention of Council to provide monies to the Economic Development Fund; and to provide for other matters related thereto. ***John Weaver – pgs. 250-272***

**h. 1<sup>st</sup> Reading of Ordinance 2016-1420 Central Wire Multi-County Park Agreement**

Ordinance Title: An Ordinance to amend the amended and restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, as amended and restated as of November 9, 2015, exhibits updated through September 12, 2016, so as to add the Agreement properties located in Lancaster County (Central Wire, Inc.); and to provide for other matters related thereto. *John Weaver – pgs. 273-275*

**i. Resolution 0939-R2016 FY 2016-2017 Budget Transfers**

Resolution Title: A Resolution to authorize the transfer of funds within the County General Fund; to authorize certain county officials to take actions necessary to effectuate the purposes of this Resolution; and to provide for other matters related thereto. *Kimberly Hill – pgs. 276-278*

**j. 1<sup>st</sup> Reading of Ordinance 2016-1421 FY 2016-2017 Budget Amendment**

Ordinance Title: An Ordinance to amend Ordinance No. 2016-1398, relating to the appropriation of funds and the approval of a detailed budget for Lancaster County for the Fiscal year beginning July 1, 2016 and ending June 30, 2017 (FY 2016-2017) to further provide for revenues and expenditures during the fiscal year; and to provide for matters related thereto. *Kimberly Hill, pgs. 279-282*

**k. 1<sup>st</sup> Reading of Ordinance 2016-1422 Unified Development Ordinance (UDO)**

Ordinance Title: An Ordinance to amend Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County), relating to zoning and land development regulations, so as to rewrite, update and further provide for the regulations governing land use in Lancaster county; to approve and adopt the Lancaster County Official Zoning Map; to repeal the Lancaster county airport safety height ordinance; to repeal the flood damage prevention ordinance of Lancaster County, South Carolina; to repeal the Lancaster County Mobile Homes and Modular Homes Ordinance; to repeal certain provisions in Chapter 26 of the Lancaster County Code, all relating to roads, bridges and public ways. *Penelope Karagounis – pgs. 283-288 (The proposed UDO is provided under separate cover. A copy can be found on the website/ [www.mylancastersc.org](http://www.mylancastersc.org) or with the Clerk to Council)*

1. **Unified Development Ordinance Agenda Summary pgs. 289-305**
2. **Official Zoning Map pgs. 306-328**

**9. Discussion and Action Items**

- a. Victims Advocate Grant. *Sheriff Faile – pgs. 329-330*
- b. Supplemental Emergency Management Grant Award. *Darren Player – pgs. 331-333*
- c. Board and Commission Appointments. *Steve Willis – pg. 334*
- d. Clerk to Council job description discussion. *Steve Willis – pg. 335*

**10. Status of items tabled, recommitted, deferred or held**

- a. Resolution 0911-R2016 regarding the use of funds from the sale of 3888 Chester Highway - *deferred at the 2-22-16 meeting*
  - b. 3rd Reading of Ordinance 2016-1393 regarding enlarging the Walnut Creek Improvement District - *held to redo resolution/ public hearing*
  - c. 1<sup>st</sup> Reading of Ordinance 2016-1408 regarding storm water – *deferred at the July 18, 2016 meeting*
  - d. 1<sup>st</sup> Reading of Ordinance 2016-1409 regarding storm water fees – *deferred at the July 18, 2016 meeting*
11. **Miscellaneous Reports and Correspondence** – *pg. 336*
    - Time Warner Cable
  12. **Citizens Comments** *[if Council delays until end of meeting]*
  13. **Calendar of Events** – *pg. 337*
  14. **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 agendas are posted at the Lancaster County Administration Building and are available on the Website: [www.mylancastercsc.org](http://www.mylancastercsc.org)*

## Agenda Item Summary

Ordinance # / Resolution#:	Special Presentation
Contact Person / Sponsor:	Sheriff Barry Faile
Department:	Sheriff's Office
Date Requested to be on Agenda:	Next available

**Issue for Consideration:** Presentation of South Carolina Law Enforcement Accreditation, Certificate of Accreditation

**Points to Consider:** Sheriff Faile and Captain Eric Brown were recognized in Columbia Friday, Sept. 30

**Funding and Liability Factors:** N/A

**Council Options:** Would like this presentation completed at October 24 meeting

**Recommendation:** Present the award/certificate to the Sheriff's Office



Members of Lancaster County Council  
*Bob Bundy, District 3, Chairman*  
*Brian Carnes, District 7, Vice Chairman*  
*Steve Harper, District 5, Secretary*  
*Jack Estridge, District 6*  
*Larry Honeycutt, District 4*  
*Larry McCullough, District 1*  
*Charlene McGriff, District 2*

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**Minutes of the Lancaster County Council Regular Meeting**  
101 N. Main Street, Lancaster, SC 29720

Monday, September 26, 2016

Council Members present were Bob Bundy, Jack Estridge, Brian Carnes, Larry Honeycutt, Steve Harper, Larry McCullough and Charlene McGriff. Also present was Steve Willis, Debbie Hardin, Penelope Karagounis, John Weaver, the press and spectators. A quorum of Lancaster County Council was present for the meeting.

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

**Call meeting to order**

Chairman Bundy called the meeting of Council to order at 6:30 p.m.

**Welcome and Recognition/Pledge of Allegiance and Invocation**

Chairman Bob Bundy welcomed everyone to the meeting, and announced the press notification was met. Councilman Larry McCullough led the Pledge of Allegiance to the American Flag and provided the invocation.

**Approval of the agenda**

Brian Carnes moved to approve the agenda as written. Seconded by Charlene McGriff. Passed 7-0.

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Special presentations

*Cane Creek Watershed Board Report*

Donnie Little, Chairman of the Cane Creek Watershed Board presented information to Council regarding the inspections and maintenance of the five (5) dams in the County. The information from the report will be given to the Lancaster County Emergency Management Department to help with the planning and execution of safety measures during emergencies.

Citizens Comments

Sarah Phillips, 2045 Robert H. Kirk Road, Lancaster, spoke to Council regarding a trap/neuter return policy and the population issue with animals in the County.

Steve Childress, Bretagne HOA President, 3399 Millstone Creek, Lancaster, spoke regarding the Bretagne property and Development Agreement.

Lisa Catoe, 213 East 3<sup>rd</sup> Street, Kershaw, spoke regarding the agenda Item 8j, the rezoning of property Danny R. Blackwell, located off 3<sup>rd</sup> Street, Kershaw. She noted her concern for the safety of the area with possible new housing.

Gerald Vetter, 9266 Whistling Straits Drive, Indian Land, spoke regarding the Indian Land Recreation Center and the capacity issues. Mr. Vetter noted that he is on the Parks and Recreation Commission and spoke regarding the Local Hospitality Tax.

Phyllis Sklar, 2087 Clover Hill Road, Indian Land, spoke regarding agenda item 8c, the Local Hospitality Tax and the traffic issues on Highway 160 in Indian Land.

Chaplin Spencer, Attorney for Bretagne, deferred his comments until the public hearing portion of the meeting for the Bretagne Development Agreement.

Consent Agenda

Minutes of the September 12, 2016 Regular Council meeting

Charlene McGriff moved to approve the Consent Agenda. Seconded by Steve Harper. Passed 7-0.

Non-Consent Agenda

Resolution 0934-R2016 Inducement Resolution for Project 5

A Resolution to state the commitment of Lancaster County to enter into a fee agreement with Project 2016-5, and/or its designee or nominee; to provide the general terms of the fee agreement including the provision of Special Source Revenue Credits; to identify the project for purposes of

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the Fee in Lieu of Tax Simplification Act; to state the commitment of Lancaster County to place project property in a multi-county park; and to provide for other matters related thereto.

Brian Carnes moved to approve Resolution 0934-R2016, Inducement Resolution for Project 5. Seconded by Larry Honeycutt. Passed 7-0.

**Resolution 0935-R2016 Assessment Roll for Walnut Creek**

A Resolution approving the 2016 Assessment Rolls for the Walnut Creek Improvement District, Lancaster County, South Carolina.

Charlene McGriff moved to approve Resolution 0935-R2016, Assessment Roll for Walnut Creek. Seconded by Larry McCullough. Passed 7-0.

**3<sup>rd</sup> Reading of Ordinance 2016-1402 regarding a Local Hospitality Tax**

Ordinance Title: An Ordinance to establish a local hospitality tax to apply to all establishments which sell prepared meals and beverages located in the unincorporated areas of Lancaster County.

Charlene McGriff moved to approve 3<sup>rd</sup> Reading of Ordinance 2016-1402. Seconded by Larry Honeycutt. Passed 6-1. Bob Bundy opposed.

Steve Willis informed Council for the record, the ordinance does not authorize spending.

**3<sup>rd</sup> Reading of Ordinance 2016-1411 rezoning of property of Kim Lineberger, 1456 Kershaw Camden Highway to I-2 Heavy Industrial District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Kim Lineberger, located at 1456 Kershaw Camden Highway from I-1, Light Industrial District to I-2, Heavy Industrial District; and to provide for other matters related thereto.

Larry Honeycutt moved to approve 3<sup>rd</sup> Reading of Ordinance 2016-1411. Seconded by Steve Harper. Passed 7-0.

**Public Hearing {87 people in attendance} and 3<sup>rd</sup> Reading of Ordinance 2016-1412 Fourth Amendment to the Haile Gold Mine Agreement for Development of a Joint Industrial and Business Park**

Ordinance Title: An Ordinance to approve a fourth amendment to the agreement for the Development of a Joint Industrial and Business Park dated as of December 1, 2008 between the County and Chester County so as to add to the agreement certain Haile Gold Mine Inc. property; to correct scrivener's errors in certain legal descriptions and tax map number identifiers for certain property previously added and covered by the agreement; and to provide for other matters related thereto.

Chairman Bundy opened the floor to receive comments regarding Ordinance 2016-1412.

No citizens spoke during the public hearing.

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Charlene McGriff moved to approve Ordinance 2016-1412. Seconded by Larry McCullough. Passed 7-0.

**Public Hearing {87 people in attendance} and 3rd Reading of Ordinance 2016-1413 Haile Gold Mine Fee Agreement**

Ordinance Title: An Ordinance to ratify and approve the transfer of certain property and related interest in a fee agreement by Haile Gold Mine Inc. to Oceanagold Exploration (Carolina) Inc.; to authorize and approve a Fourth Amendment to the Fee Agreement between Lancaster County and Haile Gold Mine Inc.; to provide for the form of the Fourth Amendment; to authorize certain officials to execute and deliver the Fourth Amendment; and to provide for other matters related thereto.

Chairman Bundy opened the floor to receive comments regarding Ordinance 2016-1413.

No citizens spoke during the public hearing.

Larry Honeycutt moved to approve 3<sup>rd</sup> Reading of Ordinance 2016-1413. Seconded by Larry McCullough. Passed 7-0.

**2nd Reading of Ordinance 2016-1414 rezoning of property of Shelby Snipes, 2575 Lynwood Drive to R-15S Moderate Density Residential/Manufactured Housing/Agricultural District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Shelby Snipes, located at 2575 Lynwood Drive from R-15, moderate density residential/Agricultural District to R-15S, Moderate Density Residential/Manufactured Housing/Agricultural District; and to provide for other matters related thereto.

Steve Harper moved to approve 2<sup>nd</sup> Reading of Ordinance 2016-1414. Seconded by Charlene McGriff. Passed 7-0.

**2nd Reading of Ordinance 2016-1415 rezoning of property off York Street owned by Sharon Horne, represented by Stephen Waters to B3, General Commercial District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property owned by Sharon C. Horne, represented by Stephen Waters, located off S. York Street +/- 250 feet, northeast of the intersection with 7<sup>th</sup> Street from R-15D, Moderate Density Residential/Manufactured Housing/Agricultural District to B-3, General Commercial District/ and to provide for other matters related thereto.

Charlene McGriff moved to approve 2<sup>nd</sup> Reading of Ordinance 2016-1415. Seconded by Brian Carnes. Passed 7-0.

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**2nd Reading of Ordinance 2016-1416 rezoning of property of Mr. Danny Blackwell, located east of the intersection of Fork Hill Road and Little Dude Road to MF, Multiple-Family Agricultural District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Danny R. Blackwell (Blackwell LTD.) located East of the intersection of Fork Hill Road and Little Dude Road from R-45A, Rural Residential/Intense Agriculture District to MR, Multiple-Family District; and to provide for other matters related thereto.

Jack Estridge moved to approve 2<sup>nd</sup> Reading of Ordinance 2016-1416. Seconded by Steve Harper. Passed 7-0.

**2nd Reading of Ordinance 2016-1417 rezoning of property of Danny R. Blackwell, located off 3<sup>rd</sup> Street, Kershaw to MF, Multiple Family Agricultural District**

Ordinance Title: An Ordinance to amend the official zoning map of Lancaster County so as to rezone property of Danny R. Blackwell, located off East 3<sup>rd</sup> Street, from +/- 1,550 feet east of the intersection of Kershaw Camden Highway from R-45A, Rural Residential/Intense Agricultural District to MF, Multiple-Family District; and to provide for other matters related thereto.

Brian Carnes moved to approve 2<sup>nd</sup> Reading of Ordinance 2016-1417. Seconded by Jack Estridge. Passed 5-2. Charlene McGriff and Larry Honeycutt opposed.

**Public Hearing {87 people in attendance} and 1st Reading of Ordinance 2016-1418 regarding Bretagne Development Agreement**

Ordinance Title: An Ordinance to approve a first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; to authorize certain county officials to execute and deliver the first amendment to the Development Agreement for Bretagne Phases 1, 2 and 3; and to provide for other matters related thereto.

Chairman Bundy opened the floor to receive public comments regarding Ordinance 2016-1418.

Chaplin Spencer of Rock Hill, SC and Attorney for the Bretagne Development, spoke regarding the Development Agreement stating that this is not a traditional developer, but the lot owners are the actual developers of the property. The owners are requesting a reduction in the roof top fees and removing the library payment. There is a provision for the easement for the Carolina Thread Trail.

Waylon Wilson, 15117 Legend Oaks Court, Indian Land, stated that he is not opposed to the development agreement and stated that the questions regarding 3.05 of the agreement regarding Transfer of Development Rights have not been addressed. He also discussed Sunset Hollow Road and access issues that need to be addressed.

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James McCarthy, of Charlotte North Carolina, stated that he purchased the property in 2008 and paid \$219,000 for the lot and he can't live there because there is no infrastructure. He noted that the property is worthless and stated that they need help to develop this property.

Larry McCullough moved that in conjunction with 2<sup>nd</sup> Reading of 2016-1418, staff address the concerns with the procedures for Section 3.05 and concerns about the road closure. Seconded by Larry Honeycutt. Passed 7-0.

### Discussion / Action Items

#### Committee Reports

##### *Public Safety Committee*

Steve Harper informed the Council that the Committee discussed body cameras for the Sheriff's Office. He noted that there are a number of issues to consider and they are in the process of working through them to bring back to the committee.

##### *I&R Committee*

Larry Honeycutt discussed that the I&R Committee met on September 13<sup>th</sup> and discussed the Bretagne Development Agreement. He also stated that Robby Moody from Catawba Regional Council of Governments gave a presentation regarding Impact Fees. Mr. Moody will bring this information to the next Council Meeting during a workshop.

Mr. Honeycutt also stated that the committee recommended the Hospitality tax. They also discussed the Animal Shelter. He noted that the Fleet Maintenance Facility proposed drawings are not complete and will come to the Committee later this year.

##### *Administration Committee*

Brian Carnes stated that the Administration Committee discussed budget amendments that will be coming to Council in October. Budget amendments include the Indian Land Recycling Center shortfall, a part time Animal Shelter employee, engineering staff and demolition that is to be completed with Zoning Office.

Councilman Carnes also reported that they discussed the radio contract savings of \$1 million dollars as well as the Capital Improvement Plan for 2017-2026. HOPE of Lancaster made a presentation regarding whether or not they will expand at their current location or move to another space. He further stated that Kimberly Hill reported budget numbers and the Assessor, Brad Carnes, discussed agricultural uses and roll back taxes for property. Mr. Carnes stated that Mr. Weaver will also be bringing information regarding limiting the rescinding of motions.

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Appeal of Two Capital Partners

During this portion of the meeting Council Members heard the Appeal of Two Capital Partners.

The Clerk to Council swore in the following people that gave testimony:

- Chaplin Spencer
- Wes Taubel
- Scot Keiger
- Penelope Karagounis
- Randy Goddard
- Jerry Holt
- Jeff Catoe

At the close of the hearing, Larry Honeycutt moved to go into deliberations. Seconded by Steve Harper. Passed 7-0.

Brian Carnes moved to come out of deliberations. Seconded by Steve Harper. Passed 7-0

Larry McCullough moved that the appeal of Two Capital Partners be denied and that the decision of the Planning Commission to disallow Two Capital's reconsideration be upheld. Seconded by Jack Estridge. MOTION FAILED 2-5. Larry McCullough and Jack Estridge voted in favor of the motion. Steve Harper, Bob Bundy, Charlene McGriff, Brian Carnes, Larry Honeycutt voted against the motion.

Larry Honeycutt moved that the decision of the Planning Commission on July 19, 2016 to remove from the agenda the Two Capital Partners reconsideration request be reversed, that the decision of the SCDOT to allow the ingress/egress from the apartment complex onto Highway 160 be approved; and, finally, the Council now having reviewed both the site plans and the detailed recommendation of the Planning Department to approve those amended site plans, I further move that the amended site plans be accepted and adopted and approved by the Council as its decision. Seconded by Charlene McGriff. PASSED 6-1. Jack Estridge opposed.

Miscellaneous

Charlene McGriff stated at the October 10, 2016 meeting she will nominate Dr. Deborah Cureton for the Library Board.

Executive Session

Larry Honeycutt moved to go into Executive Session. Seconded by Charlene McGriff. Passed 7-0.

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Larry Honeycutt moved to go out of Executive Session. Seconded by Steve Harper. Passed 7-0.

Attorney John Weaver stated that during the course of Executive Session, Council discussed two Economic Development projects where there were no votes taken and no decisions made.

Upon returning to open session, the following action was taken on the items discussed during Executive Session:

Larry Honeycutt moved that the offer to Project 11 be ceased as of tonight (9/26/16). Seconded by Charlene McGriff. Passed 6-1. Jack Estridge opposed.

**Adjournment**

Councilman Larry Honeycutt moved to adjourn. Seconded by Brian Carnes. Passed 7-0.

Respectfully Submitted:

Approved by Council October 24, 2016

Debbie C. Hardin  
Clerk to Council

\_\_\_\_\_  
Steve Harper, Secretary

## Agenda Item Summary

Ordinance # / Resolution#: Resolution 0940-R2016  
Contact Person / Sponsor: Chris Nunnery  
Department: Public Safety Communications  
Date Requested to be on Agenda: October 24, 2016 Council Meeting

**Issue for Consideration:**

Acquisition of land for a radio tower.

**Points to Consider:**

Towers must be located in a relatively small area to provide proper radio coverage.

This is a donation from the landowner Haile Gold Mine – Oceana Gold.

The requirement for a land appraisal and Environmental Phase 1 report are waived since this will only be used as a tower site.

A copy of the plat is attached to the Resolution.

**Funding and Liability Factors:**

Zero dollars (\$0) for the twelve (12) acre site.

**Council Options:**

Approve or reject the Resolution.

**Staff Recommendation:**

Approve the Resolution.

**Committee Recommendation:**

Recommend approval.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

**RESOLUTION NO. 0940-R2016**

**A RESOLUTION**

**APPROVING THE ACQUISITION OF LAND FOR THE SITING OF PUBLIC SAFETY COMMUNICATIONS RADIO TOWERS.**

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

**Section 1. Approval for Land Acquisition for Public Safety Radio Towers.**

Pursuant to plans funded through the Capital Project Sales Tax several public safety radio towers will be constructed in Lancaster County in partnership with the South Carolina Palmetto 800 radio system. Land for these towers will be acquired by Lancaster County. County Council hereby approves of this acquisition pursuant to County Code section 2-296. Because this property will not be inhabited and will be used solely for a tower facility, the requirement for a Phase 1 environmental study is waived.

**Section 2. Haile Gold Mine Site.**

All that certain piece, parcel or lot of land, with all improvements lying thereon, lying being and situate in Flat Creek Township, Lancaster County, South Carolina, being more particularly shown, described and designated as Tract 3-B, containing 12.74 acres, more or less, on that certain plat of survey entitled, "THE PROPERTY OF THE ESTATE OF NANCY G. KENNSINGTON" and recorded in the office of the Lancaster County Register of Deeds as Plat Number 8525.

Tax Map Number: 0119-00-001.01

**Section 3. Further acts.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney, Public Safety Communications Director and all other appropriate officials of the County are each authorized and directed to do any and all things necessary to effect the acquisition of the parcel.

**Section 4. Effective date.**

This Resolution is effective upon its adoption.

**AND IT IS SO RESOLVED**

Dated this 24<sup>th</sup> day of October, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

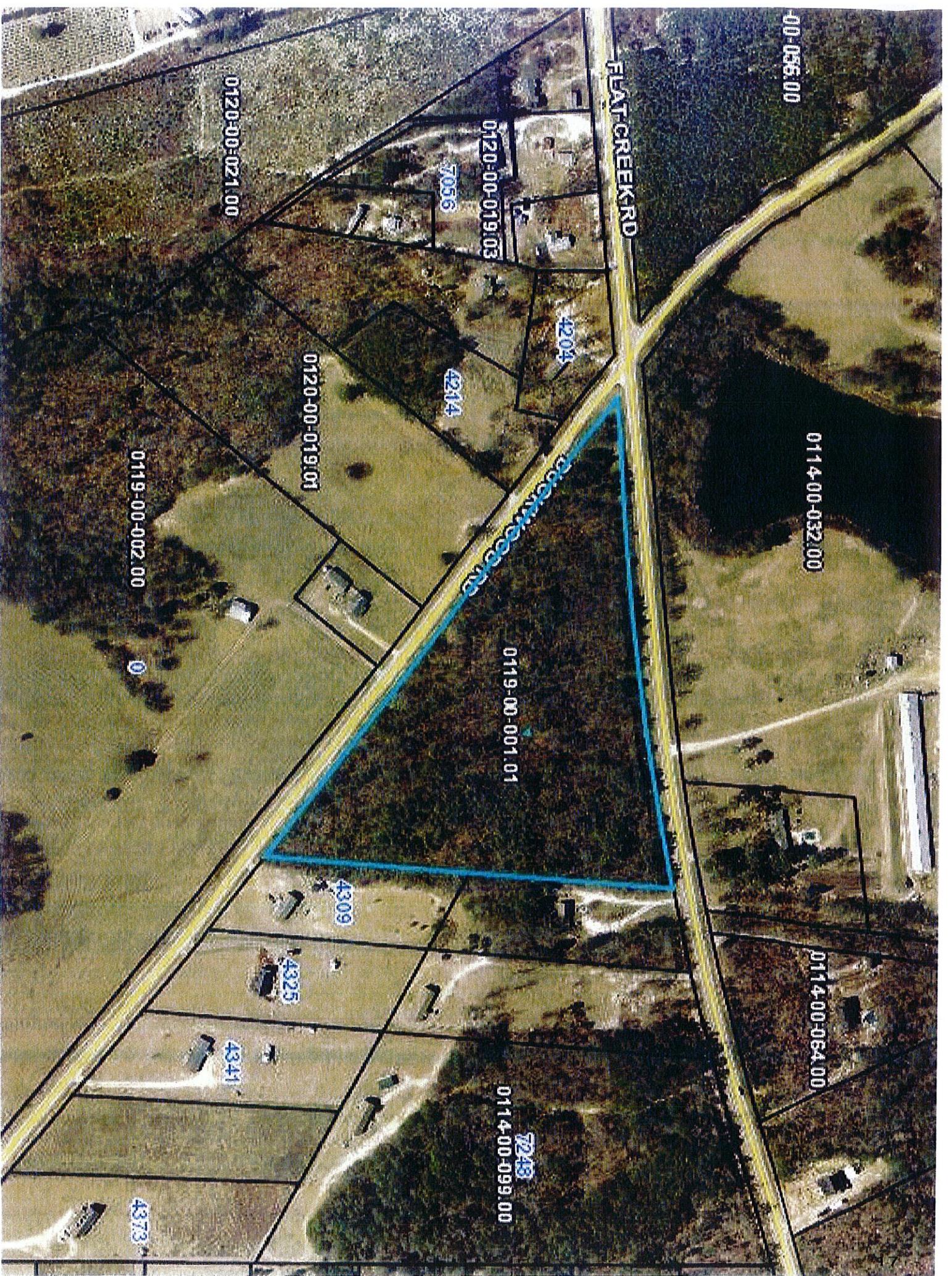
(SEAL)

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

**ATTEST:**

\_\_\_\_\_  
Debbie Hardin, Clerk to Council



00-036.00

FLAT CREEK RD

0120-00-019.03

7056

0120-00-021.00

4204

4214

0120-00-019.01

0119-00-002.00

0114-00-032.00

CREEKWOOD RD

0119-00-001.01

4309

4325

4341

4373

0114-00-099.00

7243

0114-00-064.00

# The Lancaster News

701 North White Street  
PO Box 640  
Lancaster, SC 29721  
803-283-1133

## NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held by the County Council of Lancaster, South Carolina (the "County"), in County Council Chambers located at 101 N. Main Street, County Council Chambers, County Office Building, 2nd Floor, Lancaster, South Carolina, at 8:30 p.m. on Monday, October 24, 2016, or at such other location as proper notice on the main entrance to the said building might specify.

The purpose of the public hearing is to consider Ordinance No. 2016-1404 entitled: "AN ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,000,000 PRINCIPAL AMOUNT SUN CITY IMPROVEMENT DISTRICT ASSESSMENT REFUNDING REVENUE BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; TO LIMIT THE PAYMENT OF THE BONDS SOLELY TO THE ASSESSMENTS IMPOSED WITHIN THE SUN CITY IMPROVEMENT DISTRICT; TO PROVIDE FOR THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE; TO MAKE OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO."

At the public hearing all taxpayers and residents of the County and any other interested persons who appear will be given an opportunity to express their views for or against the Ordinance.

COUNTY COUNCIL OF LANCASTER, SOUTH CAROLINA

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of 10/17/16



Notary Public of South Carolina

My Commission Expires June 29, 2022

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LANCASTER                )        **ORDINANCE NO. 2016-1404**

**AN ORDINANCE**

**TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$15,000,000 PRINCIPAL AMOUNT SUN CITY IMPROVEMENT DISTRICT ASSESSMENT REFUNDING REVENUE BONDS, SERIES 2016A, OR SUCH OTHER APPROPRIATE SERIES DESIGNATION; TO LIMIT THE PAYMENT OF THE BONDS SOLELY TO THE ASSESSMENTS IMPOSED WITHIN THE SUN CITY IMPROVEMENT DISTRICT; TO PROVIDE FOR THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE; TO MAKE OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; TO AMEND THE MASTER INDENTURE; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO**

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

**Section 1.        Definitions.**

The terms defined in this Section for all purposes of this ordinance shall have the respective meanings as set forth in this Section. Any capitalized terms not defined herein shall have the meaning given such term in the Master Indenture and supplements thereto as defined herein. The term:

“Act” means the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended and the Revenue Bond Act for Utilities, codified as Chapter 21 of Title 6 of the Code of Laws of South Carolina 1976, as amended.

“Administrative Expenses” means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District, the Second Supplemental Indenture including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Assessment Consultant, Assessor, Auditor and Treasurer (as such terms are defined in the Master Indenture) and the County’s finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such term is defined in the Master Trust Indenture).

“Assessment” or “Assessments” means an assessment or assessments imposed under the Act.

“Bond Area” means the parcels identified in the Assessment Roll, which are and will be subject to the Assessment.

“Code” means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

“Continuing Disclosure Agreement” shall mean a Continuing Disclosure Agreement, by and between the County and Municap, Inc., as dissemination agent, in connection with the Series 2016A Bonds.

“Purchase Contract” means the Purchase Contract between the Underwriter and the County.

“Council” means the Lancaster County Council.

“County” means Lancaster County, South Carolina. “First Supplemental Indenture” means the First Supplemental Indenture dated as of March 1, 2006, between the County and the Trustee, and pursuant to which the Series 2006 Bonds were issued.

“Improvement District” means the Sun City Improvement District created by the Council under the Act pursuant to the Improvement District Ordinance.

“Improvement District Ordinance” means Ordinance No. 677 enacted by County Council on October 3, 2005, wherein the Improvement District was created and the Assessments are authorized to be imposed and collected, as may be amended from time to time.

“Improvement Plan” means the Sun City Improvement approved by the Council pursuant to the Improvement District Ordinance.

“Master Indenture” means the Master Trust Indenture dated as of March 1, 2006, as heretofore amended and supplemented by the First Supplemental Trust Indenture dated as of March 1, 2006, and the Second Supplemental Trust Indenture to be dated such date as may be determined by the County Administrator, each between the County and the Trustee.

“Second Supplemental Indenture” means the Second Supplemental Indenture to be dated as determined by the County Administrator between the County and the Trustee, and pursuant to which the Series 2016A Bonds will be issued.

“Series 2006 Bonds” means the \$20,000,000 original principal amount Lancaster County, South Carolina, Sun City Improvement District Assessment Revenue Bonds, Series 2006, which are presently outstanding in the principal amount of \$14,120,000.

“Series 2016A Bonds” means the not to exceed \$15,000,000\* principal amount Sun City Improvement District Assessment Refunding Revenue Bonds, Series 2016A, to be issued to refund such portion of the outstanding Series 2006 Bonds and to be dated such date as may be determined by the County Administrator with advice from the County’s Bond Counsel and Financial Advisor.

“Underwriter” means Stifel, as underwriter for the Series 2016A Bonds.

## **Section 2. Findings and Determinations.**

The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the “S.C. Code”), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina 1896, as amended (the “Constitution”) provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance and refinance the acquisition, construction, establishment, enlargement, improvement, expansion,

operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds of the county, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District.

(e) Pursuant to the Act, the County has heretofore issued the Series 2006 Bonds, and the County now desires to issue the Series 2016A Bonds for the purpose of (1) refunding such portion of the outstanding Series 2006 Bonds, as may be determined by the County Administrator (the "Refunded 2006 Bonds"), (2) funding a debt service reserve fund (if any) established for the Series 2016A Bonds, in such amount as may be determined by the County Administrator, and (3) paying certain costs of issuance related to the Series 2016A Bonds, including premiums for bond insurance policies or surety bonds, if any.

(f) In connection with the foregoing, it is proposed that the County issue the Series 2016A Bonds pursuant to the Second Supplemental Indenture and execute the Second Supplemental Indenture, such that the revenues generated from the imposition and collection of the Assessments will secure the payment of the Series 2016A Bonds and Administrative Expenses. The County will additionally assign its interest in certain funds created pursuant to the Second Supplemental Indenture to the Trustee for the benefit of the owners of the Series 2016A Bonds.

(g) There has been filed with the Clerk to Council a form of the Second Supplemental Indenture, Purchase Contract, Preliminary Official Statement and Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Series 2016A Bonds.

### **Section 3. Approval of Transaction.**

The Council does hereby approve (a) the issuance of the Series 2016A Bonds pursuant to the Second Supplemental Indenture, and the use of the proceeds of the issuance of the Series 2016A Bonds for the purposes described in Section 2(e) above; and (b) the pledge and application of the revenues generated from the imposition and collection of the Assessments and other funds created pursuant to the Second Supplemental Indenture for the benefit of the owners of the Series 2016 Bonds for payment of the Series 2016A Bonds and Administrative Expenses.

### **Section 4. Approval of Second Supplemental Indenture and Delegation of Authority.**

The form, terms and provisions of the Second Supplemental Indenture, a copy of which is attached hereto as Exhibit A and filed with the Clerk to Council, be and hereby are approved. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Second Supplemental Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby delegated the authority to approve such changes in the form, terms and provisions of the Second Supplemental Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the Second Supplemental Indenture shall constitute conclusive evidence of

approval of any and all changes or revisions therein from the form of the Second Supplemental Indenture attached hereto as Exhibit A. Any amendments to the Second Supplemental Indenture shall be executed in the same manner.

**Section 5. Continuation of Revenue Fund.**

There is hereby continued an enterprise fund in the County's budget and accounting system for the purpose of accounting for all Assessments levied and collected with respect to the Improvement District. All Assessments levied and collected shall be deposited into such enterprise fund and as such shall be disbursed according to the provisions of the Second Supplemental Indenture.

**Section 6. Approval of Purchase Contract and Delegation of Authority.**

The form, terms and provisions of the Purchase Contract, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Purchase Contract, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County; provided, however, if the percentage of net present value savings is less than 7.5%, the County Administrator shall consult with County Council prior to executing the Purchase Contract. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby authorized to approve such changes in the form, terms and provisions of the Purchase Contract as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Purchase Contract shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Purchase Contract attached hereto as Exhibit B. Any amendments to the Purchase Contract shall be executed in the same manner.

**Section 7. Approval of Preliminary Official Statement and Delegation of Authority.**

The distribution of the Preliminary Official Statement in substantially the form attached hereto as Exhibit C (the "POS") and filed with the Clerk to Council, be and hereby is approved for distribution by the Underwriter and the Final Official Statement in substantially the form of the POS (the "Final OS") is hereby approved for distribution by the Underwriter. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby delegated the authority to approve such changes in the form, terms and provisions of and to deliver the POS as may be appropriate for the transactions contemplated hereby and thereby, to take such actions necessary to "deem final" the POS for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to approve such changes in the form, terms and provisions of and to execute and deliver the Final OS as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the Final OS shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the POS attached hereto as Exhibit C.

**Section 8. Approval of Continuing Disclosure Agreement and Delegation of Authority.**

(a) The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit D and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator, with advice from the County Attorney and the County's Bond Counsel, is hereby delegated the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the

transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit D. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

(b) So long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the County covenants that it will file with a central repository (if any) for availability in the secondary bond market when requested:

(i) An annual independent audit, within 30 days of the County's receipt of the audit;  
and

(ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of the revenues generated from the imposition of Assessment A-1 or the County's tax base.

(c) The only remedy for failure by the County to comply with the covenant of this Section 8 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under this ordinance or the Second Supplemental Indenture. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any Series 2016A Bonds.

**Section 9. Trustee, Registrar and Paying Agent.**

The County hereby delegates to the County Administrator the authority to designate the Trustee, Registrar and Paying Agent under the terms and conditions provided in the Master Indenture and the Second Supplemental Indenture.

**Section 10. Arbitrage Covenant.**

The County hereby covenants and agrees with the Holders of the Series 2016A Bonds issued, and the Holders of the Series 2006 Bonds reissued, as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of such Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The County Administrator is hereby authorized to execute a Federal Tax Certificate. Pursuant to Ordinance No. 2015-1335 duly enacted by the Council on February 23, 2015, the County adopted Written Procedures related to Tax-Exempt Debt.

**Section 11.      Amendments to Master Indenture.**

The Master Indenture is hereby amended as follows:

(a)      The definition of "Investment Securities" is amended to include any additional legally-available investments not included therein.

(b)      SECTION 0.01. Debt Service Reserve Fund is amended to allow the option of the Debt Service Reserve Fund and any accounts therein be held by and invested by the County.

(c)      SECTION 9.04. Delinquent Assessments is hereby deleted in its entirety.

The remaining provisions of the Master Indenture shall remain in full force and effect.

**Section 12.      Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney, County Finance Director and all other appropriate officials of the County are authorized and directed to do any and all things necessary by the County and to execute the documents authorized herein or any other documents to effect the purposes of this ordinance.

**Section 13.      Engagement of Professionals.** The County Council hereby retains McNair Law Firm, P.A., as Bond Counsel and Compass Municipal Advisors, LLC, as Financial Advisor, and AMTEC Tax-Exempt Compliance, as Verification Agent, in connection with the issuance of the Series 2016A Bonds. The County Administrator is authorized to execute such contracts, documents or engagement letters as may be necessary and appropriate to effectuate these engagements.

**Section 14.      Severability.**

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

**Section 15.      Controlling Provisions.**

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

**Section 16.      Effective Date.**

This ordinance is effective upon third reading.

**AND IT IS SO ORDAINED**, this \_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

**ATTEST:**

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	August 22, 2016	Passed 7-0
Second Reading:	October 10, 2016	Passed 7-0
Public Hearing:	October 24, 2016	
Third Reading:	October 24, 2016	Tentative

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**FORM OF**  
**SECOND SUPPLEMENTAL TRUST INDENTURE**  
**BETWEEN**  
**LANCASTER COUNTY, SOUTH CAROLINA**  
**AND**  
**WELLS FARGO BANK, N.A.**  
**as Trustee**

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Dated as of \_\_\_\_\_, 2016

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**Authorizing and Securing**

**§ \_\_\_\_\_**  
**LANCASTER COUNTY, SOUTH CAROLINA**  
**SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT**  
**ASSESSMENT REFUNDING REVENUE BONDS**  
**SERIES 2016**

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[TO BE PROVIDED]

EXHIBIT A                      FORM OF SERIES 2016 BOND

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Second Supplemental Indenture"), dated as of \_\_\_\_\_, 2016 between LANCASTER COUNTY, SOUTH CAROLINA (the "Issuer"), a body politic and political subdivision organized and existing under the laws of the State of South Carolina, and WELLS FARGO BANK, N.A., a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Minneapolis, Minnesota (said national banking association and any bank or trust company becoming successor trustee under this Second Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Sun City Carolina Lakes Improvement District established by the Issuer is described more fully in Exhibit A to the Master Trust Indenture dated March 1, 2006, between the Issuer and the Trustee (the "Master Indenture"), referred to as the "Improvement District" and consists of approximately 976 acres of land located within the Improvement District, as such premises may be further expanded or contracted pursuant to the Act; and

WHEREAS, the Improvement District was established for the purposes of financing a portion of the cost of the Improvements as identified in the Improvement Plan by the imposition of assessments, by special district bonds, by revenue bonds of the Issuer, or from general revenues from any source not restricted from such use by law, or by any combination of such funding sources; and

WHEREAS, the Issuer has heretofore issued the \$20,000,000 original principal amount Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), pursuant to the Master Indenture and the First Supplemental Trust Indenture dated as of March 1, 2006 between the Issuer and the Trustee and Ordinance No. 678 of the Issuer enacted November 28, 2005; and

WHEREAS, the Series 2006 Bonds were issued, in part, to finance the design, construction and/or acquisition of certain infrastructure improvements to benefit the Development and the County Library (collectively, the "Series 2006 Project"); and

WHEREAS, the Series 2006 Bonds may be called for redemption prior to maturity as a whole, at any time, or in part on any Interest Payment Date, on or after December 1, 2015 at par plus accrued interest from the most recent Interest Payment Date to the redemption date.

WHEREAS, pursuant to the Master Trust Indenture and this Second Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"), the Issuer has determined to issue \$ \_\_\_\_\_ aggregate principal amount of Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), in order to provide funds for, together with other funds, (i) the refunding of \$ \_\_\_\_\_ principal amount of the Series 2006A Bonds (the "Refunded Bonds"), (ii) the funding of the Series 2016 Debt Service Reserve Account, and (iii) the payment of the costs of issuance of the Series 2016 Bonds; and

WHEREAS, the Series 2016 Bonds will be secured by a pledge of Pledged Revenues (as hereinafter defined) to the extent provided herein;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2016 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2016 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of

the Series 2016 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Wells Fargo Bank, N.A., as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Pledged Revenues (hereinafter defined) as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2016 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2016 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2016 Bonds issued and to be issued under this Second Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Second Supplemental Indenture) of any one Series 2016 Bond over any other Series 2016 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2016 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2016 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Second Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Second Supplemental Indenture to be and remain in full force and effect.

## ARTICLE I

### DEFINITIONS

In this Second Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

“Assessment Ordinance” shall mean Ordinance No. 677 of the Issuer enacted October 3, 2005, as amended and supplemented from time to time.

“Assessment Methodology” shall mean the Assessment Report prepared by MuniCap, Inc. and adopted by the Council of the Issuer on November 28, 2006, as amended and supplemented from time to time.

“Assessments” shall mean all non *ad valorem* assessments, including Delinquent Assessments, imposed and collected, including penalties, interest and expenses collected by the Issuer, in connection with the District pursuant to the Act, Section 6.01 of the Master Trust Indenture, and the Assessment Methodology.

“Authorized Denomination” shall mean, with respect to the Series 2016 Bonds, minimum denominations of \$100,000 and any integral multiple of \$5,000 in excess thereof.

“Continuing Disclosure Agreement” shall mean the Continuing Disclosure Agreement for the benefit of the owners of the Series 2016 Bonds, dated the date of closing, by and among the Issuer and \_\_\_\_\_, as dissemination agent, in connection with the issuance of the Series 2016 Bonds.

“Debt Service Reserve Requirement” shall mean, with respect to the Series 2016 Bonds, \_\_\_\_\_.

“Defeasance Securities” shall mean, with respect to the Series 2016 Bonds, to the extent permitted by law, (a) cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in clause (b) hereof), and (b) Government Obligations (including obligations issued or held in book entry form on the books of the Department of Treasury), which are non-callable and non-prepayable.

“Indenture” shall mean collectively, the Master Indenture and this Second Supplemental Indenture.

“Interest Payment Date” shall mean June 1 and December 1 of each year, commencing June 1, 2017.

“Issuer” shall mean Lancaster County, South Carolina.

“Master Indenture” shall mean the Master Trust Indenture, dated as of March 1, 2006 by and between the Issuer and the Trustee, as supplemented and amended with respect to matters pertaining solely to the Master Indenture or the Series 2016 Bonds (as opposed to supplements or amendments relating to Series of Bonds other than the Series 2016 Bonds as specifically defined in this Second Supplemental Indenture).

“Paying Agent” shall mean Wells Fargo Bank, N.A., and its successors and assigns as Paying Agent hereunder.

“Pledged Revenues” shall mean with respect to the Series 2016 Bonds the revenues from the Assessments and any other revenues designated as such by the Issuer and which shall constitute the security for and source of payment of the 2016 Bonds and may consist of any source of funds not constituting a general tax as may be available and authorized by the Issuer.

“Prepayment” shall mean the payment by any owner of property of the amount of Assessments encumbering its property, in whole or in part, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the “true-up” mechanism contained in the Assessment Resolutions and the Assessment Methodology. “Prepayments” shall include, without limitation, the Series 2016 Prepayment Principal.

“Principal Payment Date” shall mean December 1 of each year, commencing December 1, 2017.

“Registrar” shall mean Wells Fargo Bank, N.A. and its successors and assigns as Registrar hereunder.

“Regular Record Date” shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

“Second Supplemental Indenture” shall mean this Second Supplemental Indenture dated as of \_\_\_\_\_, 2016, between the Issuer and the Trustee.

“Series 2016 Administrative Expenses Account” shall mean the Account so designated, established as a separate account within the Administrative Expenses Fund pursuant to Section 4.01(g) of this Second Supplemental Indenture.

“Series 2016 Bond Redemption Fund” shall mean the Series 2016 Bond Redemption Fund established pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2016 Bonds” shall mean the \$ \_\_\_\_\_ aggregate principal amount of Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds, Series 2016, issued as fully registered Bonds in accordance with the provisions of the Master Indenture and secured and authorized by the Master Indenture and this Second Supplemental Indenture.

“Series 2016 Costs of Issuance Account” shall mean the account so designated and established pursuant to Section 4.01(h) of this Second Supplemental Indenture.

“Series 2016 Debt Service Reserve Account” shall mean the Account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(e)(ii) of this Second Supplemental Indenture.

“Series 2016 General Account” shall mean the Account so designated, established as a separate account under the Series 2016 Bond Redemption Fund pursuant to Section 4.01(f)(i) of this Second Supplemental Indenture.

“Series 2016 Interest Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Second Supplemental Indenture.

“Series 2016 Ordinance” shall mean Ordinance No. \_\_\_\_\_ of the Issuer enacted \_\_\_\_\_, pursuant to which the Issuer authorized the issuance of not exceeding \$\_\_\_\_\_ aggregate principal amount of its assessment refunding revenue bonds to (i) refund all or a portion of the outstanding Series 2016 Bonds; (ii) fund of the Series 2016 Debt Service Reserve Account, and (iii) pay of the costs of issuance of the Series 2016 Bonds.

“Series 2016 Prepayment Account” shall mean the Account so designated, established as a separate account under the Series 2016 Bond Redemption Fund pursuant to Section 4.01(f) of this Second Supplemental Indenture.

“Series 2016 Prepayment Principal” shall mean the portion of a Prepayment corresponding to the principal amount of Assessments being prepaid.

“Series 2016 Principal Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(b) of this Second Supplemental Indenture.

“Series 2016 Revenue Account” shall mean the Account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(a) of this Second Supplemental Indenture.

“Series 2016 Sinking Fund Account” shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Second Supplemental Indenture.

The words “hereof”, “herein”, “hereto”, “hereby”, and “hereunder” (except in the forms of Series 2016 Bonds), refer to the entire Indenture.

Every “request”, “requisition”, “order”, “demand”, “application”, “notice”, “statement”, “certificate”, “consent”, or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Authorized Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[End of Article I]

## ARTICLE II

### THE SERIES 2016 BONDSError! Bookmark not defined.

SECTION 2.01. Amounts and Terms of Series 2016 Bonds; Issue of Series 2016 Bonds. No Series 2016 Bonds may be issued under this Second Supplemental Indenture except in accordance with the provisions of this Article II and Articles II and III of the Master Indenture.

(a) The total principal amount of Series 2016 Bonds that may be issued under this Second Supplemental Indenture is expressly limited to \$15,000,000. The Series 2016 Bonds shall be numbered consecutively from R-1 and upwards.

(b) Any and all Series 2016 Bonds shall be issued substantially in the form attached hereto as Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Resolution. The Issuer shall issue the Series 2016 Bonds upon execution of this Second Supplemental Indenture and satisfaction of the requirements of Section 3.01 of the Master Indenture; and the Trustee shall, at the Issuer's request, authenticate such Series 2016 Bonds and deliver them as specified in the request.

SECTION 2.02. Execution. The Series 2016 Bonds shall be executed by the Issuer as set forth in the Master Indenture.

SECTION 2.03. Authentication. The Series 2016 Bonds shall be authenticated as set forth in the Master Indenture. No Series 2016 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Master Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2016 Bonds.

(a) The Series 2016 Bonds are being issued hereunder in order to provide funds (i) to refund all or a portion of the outstanding 2006 Bonds; (ii) to fund the Series 2016 Debt Service Reserve Account, and (iii) to pay the costs of issuance of the Series 2016 Bonds. The Series 2016 Bonds shall be designated "Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Refunding Revenue Bonds, Series 2016," and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2016 Bonds shall be dated as of their date of delivery. Interest on the Series 2016 Bonds shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2016 Bonds shall be payable from the most recent Interest Payment Date next preceding the date of authentication thereof to which interest has been paid, unless the date of authentication thereof is a June 1 or December 1 to which interest has been paid, in which case from such date of authentication, or unless the date of authentication thereof is prior to June 1, 2017, in which case from June 1, 2017 or unless the date of authentication thereof is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

(c) Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture in connection with a book entry only system of registration of the Series 2016 Bonds, the principal or Redemption Price of the Series 2016 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Paying Agent upon presentation of such Series 2016 Bonds. Except as otherwise provided in Section 2.07 of this Second Supplemental Indenture

in connection with a book entry only system of registration of the Series 2016 Bonds, the payment of interest on the Series 2016 Bonds shall be made on each Interest Payment Date to the Owners of the Series 2016 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable Interest Payment Date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the Regular Record Date, at his address as it appears on the Bond Register. Any interest on any Series 2016 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2016 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2016 Bonds in an aggregate principal amount of at least \$1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

**SECTION 2.05. Debt Service on the Series 2016 Bonds.**

(a) [Maturity schedule]

(b) Interest on the Series 2016 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2016 Bonds on the day before the default occurred.

**SECTION 2.06. Disposition of Series 2016 Bond Proceeds.**

(a) The net proceeds of sale of the Series 2016 Bonds of \$\_\_\_\_\_ (representing the par amount thereof, less an Underwriter's discount allocable to the Series 2016 Bonds of \$\_\_\_\_\_) shall as soon as practicable upon the delivery thereof to the Trustee by the Issuer be applied as follows:

(i) \$\_\_\_\_\_ representing estimated Administrative Expenses shall be deposited in the Series 2016 Administrative Expense Account of the Administrative Expense Fund to be used for the payment of Administrative Expenses during the period from the date of issuance through \_\_\_\_\_;

(iii) \$\_\_\_\_\_ (which is an amount equal to the Debt Service Reserve Requirement in respect of the Series 2016 Bonds) shall be deposited in the Series 2016 Debt Service Reserve Account of the Debt Service Reserve Fund,

(iv) \$\_\_\_\_\_ constituting the costs of issuance of the Series 2016 Bonds shall be deposited in the Series 2016 Costs of Issuance Subaccount of the \_\_\_\_\_ Fund to be disbursed for costs of issuance as set forth in Section 4.01(h) herein; and

(v) \$ \_\_\_\_\_ shall be deposited with Wells Fargo Bank, N.A., as Trustee for the Refunded Bonds, to be used to refinance and redeem in full the Refunded Bonds on \_\_\_\_\_, 2016.

SECTION 2.07. Book-Entry Form of Series 2016 Bonds. The Series 2016 Bonds shall be issued as one fully registered bond per maturity of each series and deposited with The Depository Trust Company, New York, New York (“DTC”), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer and the Trustee shall enter into a letter of representations with DTC providing for such book-entry-only system, in accordance with the provisions of Section 2.11 of the Master Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2016 Bonds in the form of fully registered Series 2016 Bonds in accordance with the instructions from Cede & Co.

SECTION 2.08. Appointment of Registrar and Paying Agent. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the “Bond Register”) for the registration, transfer and exchange of the Series 2016 Bonds, and hereby appoints Wells Fargo Bank, N.A., as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Wells Fargo Bank, N.A., hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges. The Issuer hereby appoints Wells Fargo Bank, N.A., as Paying Agent for the Series 2016 Bonds. Wells Fargo Bank, N.A. hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

SECTION 2.09. Special Obligations. The Series 2016 Bonds shall be special obligations of the Issuer. Neither the Series 2016 Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or indebtedness of the Issuer within the meaning of any State constitutional provision or statutory limitation (other than Article X, Section 14(10) of the State Constitution authorizing indebtedness payable solely from a source of revenue derived other than from a tax or license). The Series 2016 Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the Issuer or a charge against the general credit or taxing power of the Issuer. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the Issuer or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Indenture, any Supplemental Indenture, or the Series 2016 Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Indenture, any Supplemental Indenture, or the Series 2016 Bonds, shall be payable solely from, and shall be secured solely by, the Pledged Revenues and the Pledged Funds, all as provided herein and in the applicable Supplemental Indenture.

## ARTICLE III

### REDEMPTION OF SERIES 2016 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2016 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Master Indenture and in this Article III. All payments of the Redemption Price of the Series 2016 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2016 Bonds are to be redeemed pursuant to an Extraordinary Mandatory Redemption, the Trustee shall select the Series 2016 Bonds or portions of the Series 2016 Bonds to be redeemed. Partial redemptions of Series 2016 Bonds shall be made in such a manner that the remaining Series 2016 Bonds held by each Bondholder shall be in Authorized Denominations, except for the last remaining Series 2016 Bond.

(a) Optional Redemption. The Series 2016 Bonds may, at the option of the Issuer be called for redemption prior to maturity as a whole, at any time, or in part on any Interest Payment Date, on or after December 1, \_\_\_\_\_ (less than all Series 2016 Bonds to be selected by lot), at par plus accrued interest from the most recent Interest Payment Date to the redemption date.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus interest accrued to the redemption date, as follows:

(i) from Series 2016 Prepayment Principal deposited into the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund following the payment in whole or in part of Assessments on any portion of the property within the Improvement District specially benefited by the Series 2006 Project in accordance with the provisions of Section 4.01(f) of this Second Supplemental Indenture, including excess moneys transferred from the Series 2016 Debt Service Reserve Account to the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund resulting from such Assessment prepayments pursuant to Section 4.01(e)(ii) of this Second Supplemental Indenture.

(ii) from moneys, if any, on deposit in the Series 2016 Accounts and Subaccounts in the Series 2016 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Series 2016 Outstanding Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) from excess moneys transferred from the Series 2016 Revenue Account to the Series 2016 General Account of the Series 2016 Bond Redemption Fund in accordance with Section 6.03 of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(iv) following condemnation or the sale of any portion of the Series 2006 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2006 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2016 General Account of the Series 2016 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2016 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the Issuer shall describe to the Trustee in writing.

(v) following the damage or destruction of all or substantially all of the Series 2006 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2016 General Account of the Series 2016 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2016 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2006 Project would not be economical or would be impracticable.

(vi) from amounts on deposit in the Series 2016 Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2016 Bonds, and transferred to the Series 2016 General Account of the Series 2016 Bond Redemption Fund in accordance with Section 4.01(f) hereof to be used for the extraordinary mandatory redemption of the Series 2016 Bonds.

(vii) from amounts on deposit in the Series 2016 Debt Service Reserve Account in excess of the Debt Service Reserve Requirement for the Series 2016 Bonds and transferred to the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund in accordance with Section 6.05 of the Master Indenture and Section 4.01(e)(ii) hereof to be used, together with any Assessment prepayments on deposit in the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund, as the case may be, for the Extraordinary Mandatory Redemption of the Series 2016 Bonds.

(c) Mandatory Sinking Fund Redemption. The Series 2016 Bonds are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2016 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installment at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

<u>Year (December 1)</u>	<u>Principal Amount</u>	<u>Year (December 1)</u>	<u>Principal Amount</u>
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\* Final Maturity

SECTION 3.02. Notice of Redemption. When required to redeem Series 2016 Bonds under any provision of this Second Supplemental Indenture or directed to redeem Series 2016 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2016 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Master Indenture.

[End of Article III]

## ARTICLE IV

### ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS; ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

#### SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) Pursuant to Section 6.03 of the Master Indenture, the Trustee shall establish a separate account within the Revenue Fund designated as the "Series 2016 Revenue Account." Assessments (except for Prepayments of Assessments which shall be deposited in the Series 2016 Prepayment Account) shall be deposited by the Trustee into the Series 2016 Revenue Account, both of which shall be applied as set forth in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture.

(b) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2016 Principal Account." Moneys shall be deposited into the Series 2016 Principal Account as provided in Article VI of the Master Indenture and Section 4.02 of this Second Supplemental Indenture, and applied for the purposes provided therein.

(c) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2016 Interest Account." Moneys deposited into the Series 2016 Interest Account pursuant to the Master Indenture and Section 4.02 of this Second Supplemental Indenture, shall be applied for the purposes provided therein and as provided in Section 4.01(d) of this Second Supplemental Indenture.

(d) Pursuant to Section 6.04 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Fund designated as the "Series 2016 Sinking Fund Account." Moneys shall be deposited into the Series 2016 Sinking Fund Account as provided in Article VI of the Master Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Second Supplemental Indenture.

(e) Pursuant to Section 6.05 of the Master Indenture, the Trustee shall establish a separate account within the Debt Service Reserve Fund designated as the "Series 2016 Debt Service Reserve Account."

(i) Proceeds of the Series 2016 Bonds shall be deposited into the Series 2016 Debt Service Reserve Account in the amount set forth in Section 2.06(a) of this Second Supplemental Indenture, and such moneys, together with any other moneys deposited into the Series 2016 Debt Service Reserve Account pursuant to the Master Indenture, shall be applied for the purposes provided therein and in this Section 4.01(f) of this Second Supplemental Indenture. On each June 1 and December 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2016 Debt Service Reserve Account and transfer any excess therein above the Debt Service Reserve Requirement for the Series 2016 Bonds to be deposited to the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund to be used for the extraordinary mandatory redemption of Series 2016 Bonds in accordance with Section 3.01(b)(vii).

(ii) Notwithstanding the foregoing paragraph (i), in the event that the amount of proceeds of the Series 2016 Bonds on deposit in the Series 2016 Debt Service Reserve Account

exceeds the Debt Service Reserve Requirement with respect to the Series 2016 Bonds due to a decrease in the amount of Series 2016 Bonds that will be outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of a Series 2016 Assessment against such lot or parcel as provided in Section 4.04(a) of this Second Supplemental Indenture, the amount to be released shall be transferred at the written direction of the Issuer from the Series 2016 Debt Service Reserve Account to the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund, as a credit against the Series 2016 Prepayment Principal otherwise required to be made by the owner of such lot or parcel in accordance with Section 3.01(b)(viii).

(f) Pursuant to Section 6.06 of the Master Indenture, the Trustee shall establish a separate Series Bond Redemption Fund designated as the "Series 2016 Bond Redemption Fund" and within such Fund, a "Series 2016 General Account," and a "Series 2016 Prepayment Account." Except as otherwise provided in this Second Supplemental Indenture, moneys to be deposited into the Series 2016 Bond Redemption Fund as provided in Article VI of the Master Indenture shall be deposited to the Series 2016 General Account of the Series 2016 Bond Redemption Fund.

(i) Moneys in the 2016 General Account of the 2016 Bond Redemption Fund (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, except for moneys received as prepayments of Assessments pursuant to the Indenture, to make such deposits into the 2016 Rebate Fund, if any, as the County may direct in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage Certificate. Any moneys so transferred from the 2016 General Account of the 2016 Bond Redemption Fund to the 2016 Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for extraordinary mandatory redemption an amount of 2016 Bonds equal to the amount of money transferred to the 2016 General Account of the 2016 Bond Redemption Fund pursuant to the Indenture, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of an Authorized Officer, to call for redemption on each Interest Payment Date on which 2016 Bonds are subject to optional redemption pursuant to the Indenture such amount of 2016 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than \$5,000 principal amount of 2016 Bonds shall be called for redemption at one time.

(ii) Moneys in the 2016 Prepayment Account of the 2016 Bond Redemption Fund (including all earnings on investments held in such Prepayment Account of the 2016 Bond Redemption Fund) shall be accumulated therein to be used to the extent that the need therefor arises to call for extraordinary mandatory redemption an amount of 2016 Bonds equal to the amount of money transferred to the 2016 Prepayment Account of the 2016 Bond Redemption Fund pursuant to the Indenture, as appropriate, and as directed by the County pursuant to the Assessment Methodology and the Assessment Resolutions, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in the Indenture, as appropriate.

(g) Pursuant to Section 6.07 of the Master Indenture, the Trustee shall establish a separate account within the Administrative Expenses Fund designated as the "Series 2016 Administrative Expenses Account."

(h) The Trustee shall establish an account designated as the "Series 2016 Costs of Issuance Account." Proceeds of the Series 2016 Bonds shall be deposited into the Series 2016 Costs of Issuance Account in the amount set forth in Section 2.06(a)(iv) of this Second Supplemental Indenture, and shall be used to pay costs of issuance upon written direction of the Issuer to the Trustee.

SECTION 4.02. Series 2016 Revenue Account. The Trustee shall transfer from amounts on deposit in the 2016 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, there shall be deposited into the 2016 Administrative Expenses Account of the Administrative Expenses Fund the portion of the Assessments imposed and collected for the 2016 Administrative Expenses. The Trustee is authorized to pay such 2016 Administrative Expenses upon receipt of a requisition signed by an Authorized Officer;

SECOND, no later than the Business Day next preceding December 1, 20\_\_, to the 2016 Principal Account of the Debt Service Fund, an amount from the 2016 Revenue Account equal to the principal amount of 2016 Bonds Outstanding maturing on December 1, 20\_\_, if any, less any amounts on deposit in the 2016 Principal Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each December 1 thereafter to the 2016 Interest Account of the Debt Service Fund, an amount from the 2016 Revenue Account equal to the interest on the 2016 Bonds becoming due on the next succeeding December 1, less any amount on deposit in the 2016 Interest Account not previously credited;

FOURTH, no later than the Business Day next preceding each December 1, commencing December 1, 20\_\_, to the 2016 Sinking Fund Account of the Debt Service Fund, an amount from the 2016 Revenue Account equal to the principal amount of 2016 Bonds subject to sinking fund redemption on such December 1, less any amount on deposit in the 2016 Sinking Fund Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while 2016 Bonds remain Outstanding, to Series 2016 Reserve Account, an amount from the 2016 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2016 Bonds; and

SIXTH, subject to the following paragraph the balance of any moneys remaining after making the foregoing deposits shall remain therein.

The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the County, withdraw any moneys held for the credit of the 2016 Revenue Account which are not otherwise required to be deposited pursuant to the Indenture and deposit such moneys as directed, to the credit of the 2016 General Account of the 2016 Bond Redemption Fund as determined by the County in accordance with the provisions of the Indenture. Assessment prepayments shall be deposited directly into the 2016 Prepayment Account of the 2016 Bond Redemption Fund as provided in the Indenture.

SECTION 4.03. Power to Issue Series 2016 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2016 Bonds, to execute and deliver the Indenture and to pledge the Pledged Revenues for the benefit of the Series 2016 Bonds to the extent set forth herein. The Pledged Revenues are not and shall not be subject to any other lien senior to or on a parity with the lien created in favor of the Series 2016 Bonds, except as otherwise permitted under the

Master Indenture. The Series 2016 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their respective terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2016 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Prepayments; Removal of Special Assessment Liens.

(a) Any owner of a parcel of land subject to the Assessments may, at its option and on a per parcel basis, or under certain circumstances described in the Assessment Resolutions and the Assessment Methodology in connection with Prepayments derived from application of the “true-up” mechanism therein, shall, require the Issuer to reduce or release and extinguish the lien upon such parcel(s) by virtue of the levy of the Assessments by paying to the Issuer (i) at any time, all of the Assessments levied on such parcel(s), or (ii) no more than once, a portion of the Assessments levied on such parcel(s), which shall constitute Series 2016 Prepayment Principal, as directed by the Issuer pursuant to the provisions of Section 4.01(f)(i) of this Second Supplemental Indenture, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within 40 calendar days before an Interest Payment Date), attributable to the property subject to the Assessments owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2016 Bonds, in the event the amount in the Series 2016 Debt Service Reserve Account will exceed the Debt Service Reserve Requirement for the Series 2016 Bonds as a result of a Prepayment in accordance with this Section 4.04(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Second Supplemental Indenture of Series 2016 Bonds, the excess amount shall be transferred from the Series 2016 Debt Service Reserve Account to the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund, as a credit against the Series 2016 Prepayment Principal otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer together with a certificate of an Authorized Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2016 Debt Service Reserve Account to equal or exceed the Debt Service Reserve Requirement for the Series 2016 Bonds and accompanied by cash flows which demonstrate that, after giving effect to the proposed redemption of Series 2016 Bonds, there will be sufficient Pledged Revenues to pay the principal and interest, when due, on all Series 2016 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2016 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the County an affidavit or affidavits, as the case may be, executed by the Issuer, to the effect that the Special Assessment has been paid in whole or in part and that such Special Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the Issuer the Trustee shall immediately deposit the same into the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund to be applied in accordance with clause (i) of Section 3.01(b) of this Second Supplemental Indenture, to the redemption of Series 2016 Bonds or in accordance with Section 4.01(f)(ii) of this Second Supplemental Indenture.

[End of Article IV]

## ARTICLE V

### MISCELLANEOUS PROVISIONS

SECTION 5.01. Interpretation of Supplemental Indenture. This Second Supplemental Indenture amends and supplements the Master Indenture with respect to the Series 2016 Bonds, and all of the provisions of the Master Indenture, to the extent not inconsistent herewith, are incorporated in this Second Supplemental Indenture by reference. To the maximum extent possible, the Master Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 5.02. Amendments. Any amendments to this Second Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Master Indenture.

SECTION 5.03. Counterparts. This Second Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Second Supplemental Indenture are hereby incorporated herein and made a part of this Second Supplemental Indenture for all purposes.

SECTION 5.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2016 Bonds or the date fixed for the redemption of any Series 2016 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 5.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2016 Bonds.

(Signature page to follow)

IN WITNESS WHEREOF, Lancaster County, South Carolina has caused this Second Supplemental Trust Indenture to be executed by the Chair of its County Council and its seal to be hereunto affixed and attested by the Clerk to Council has caused this Second Supplemental Trust Indenture to be executed by one of its authorized officers and its seal to be hereunto affixed and attested by an authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST

\_\_\_\_\_  
Clerk to County Council

WELLS FARGO BANK, N.A., as Trustee

(SEAL)

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

[FORM OF SERIES 2016 BOND]

[Unless this bond is presented by an authorized representative of The Depository Trust Company, New York, New York (“DTC”) to Lancaster County, South Carolina, or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

No. \_\_\_\_\_

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF SOUTH CAROLINA  
LANCASTER COUNTY, SOUTH CAROLINA  
SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT  
ASSESSMENT REFUNDING REVENUE BOND, SERIES 2016

Interest  
Rate

Maturity  
Date

Dated  
Date

CUSIP

Registered Owner:

Principal Amount:

Lancaster County, South Carolina (the “Issuer”), on behalf of the Sun City Carolina Lakes Improvement District (the “District”), created pursuant to Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended (the “Act”), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns (the “Owner”), on the Maturity Date shown hereon, unless this bond shall have been called for redemption in whole or in part and payment of the Redemption Price shall have been duly made or provided for, the Principal Amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date (as defined herein) to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on June 1 and December 1 of each year (each, an “Interest Payment Date”), commencing on June 1, 2017, until payment of said Principal Amount has been made or provided for, at the Interest Rate per annum set forth above. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the 15th day next preceding such Interest Payment Date (the “Record Date”); provided, however, that on or after the occurrence and continuance of an Event of Default under Section 9.02(a) of the Indenture relating to a failure to pay Debt Service, when due, the payment of interest and principal or Redemption Price or Sinking Fund Installment shall be made by the Paying Agent (as defined herein) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than 15 and not less than ten days prior to the date of such proposed payment, appears on the registration books of the Registrar as the Owner of

this bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of Wells Fargo Bank, N.A., as paying agent (the "Paying Agent"). Payment of interest shall be made by check or draft mailed by the Paying Agent and Registrar (or by wire transfer to an account within the continental United States, and at the expense of, the Owner if such Owner requests such method of payment in writing on or prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the Owner owns not less than \$1,000,000 in aggregate principal amount of the hereafter defined 2016 Bonds). Interest on this bond will be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a duly authorized issue of bonds of the Issuer designated "Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2016" in the aggregate principal amount of \$\_\_\_\_\_ (the "2016 Bonds"), ssued under a Master Trust Indenture and Second Supplemental Trust Indenture, dated as of March 1, 2016 (together the "Indenture"), between the Issuer and Wells Fargo Bank, N.A., as trustee (the "Trustee"). The Bonds are issued for the purpose of (i) refunding all or a portion of the County's \$20,000,000 original principal amount Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006; (ii) funding the 2016 Reserve Account; and (iii) paying certain costs and expenses relating to the issuance of the 2016 Bonds.

Terms not specifically defined herein has gave the definitions given such terms in the Indenture.

**THIS BOND IS A SPECIAL OBLIGATION OF THE ISSUER. NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE OF SOUTH CAROLINA (THE "STATE") CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE). THIS BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DOES NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE ISSUER. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE ISSUER OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, ANY SUPPLEMENTAL INDENTURE OR THIS BOND. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, ANY SUPPLEMENTAL INDENTURE OR THIS BOND, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE TRUST ESTATE, ALL AS PROVIDED IN THE INDENTURE.**

This bond is issued under and pursuant to the Constitution and laws of the State, including the Act and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price of, and the interest on, the 2016 Bonds, the nature and extent of the security thereby created, the covenants of the Issuer with respect to the levy and collection of Assessments, the terms and conditions under which the 2016 Bonds are or may be issued, the rights, duties, obligations and immunities of the Issuer and the Trustee under the Indenture and the rights of the Owners of the 2016 Bonds, and, by the acceptance of this bond, the Owner assents to all of the provisions of the Indenture. The Bonds are equally and ratably secured by the Trust Estate, without preference or priority of one bond over another. The Indenture permits the issuance of

additional Bonds (as defined in the Indenture) ranking on a parity with the 2016 Bonds as to the lien and pledge of the Trust Estate only for the purpose of refunding outstanding Bonds (as defined in the Indenture).

The 2016 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$100,000 and integral multiples of \$5,000 in excess thereof (an "Authorized Denomination"). This bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of Wells Fargo Bank, N.A. in Minneapolis, Minnesota, as Registrar (the "Registrar"), upon surrender of this bond, accompanied by an assignment and a written instrument of transfer in form satisfactory to the Registrar, subject to such reasonable regulations as the Issuer or the Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Bond or Bonds, in the same aggregate principal amount as the 2016 Bond or Bonds transferred, will be issued to the transferee. At the corporate trust office of the Registrar in Minneapolis, Minnesota, in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Bonds may be exchanged for an equal aggregate principal amount of 2016 Bonds of the same maturity, of Authorized Denominations and bearing interest at the same rate or rates.

The 2016 Bonds may, at the option of the County, be called for redemption prior to maturity as a whole, at any time, or in part on any Interest Payment Date (as defined in the Indenture) ( and if less than all 2016 Bonds are called for redemption the 2016 Bonds subject to redemption selected by lot), on or after December 1, \_\_\_\_\_, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

As more particularly set forth in the Indenture, any 2016 Bonds that are purchased by the County with amounts held to pay a Sinking Fund Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Sinking Fund Installment of 2016 Bonds. In addition, the above Sinking Fund Installments are subject to recalculation, as provided in the Indenture, as the result of certain purchases or the redemption of 2016 Bonds other than in accordance with scheduled Sinking Fund Installments so as to reamortize the remaining Outstanding principal of the 2016 Bonds.

The 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity by the County in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price of 100% of the principal amount of the 2016 Bonds to be redeemed, without premium, plus interest accrued to the date of redemption, as follows:

(a) from 2016 Prepayment Principal deposited into the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund following the payment in whole or in part of Assessments on any portion of the property within the District specially benefited by the Project in accordance with the provisions of the Indenture, including excess moneys transferred from the Series 2016 Reserve Account to the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund resulting from such Assessment prepayments pursuant to the Indenture; or

(b) from moneys, if any, on deposit in the Series 2016 Accounts and Subaccounts in the Series 2016 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding 2016 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture;

(c) from excess moneys transferred from the Series 2016 Revenue Account to the Series 2016 General Account of the Series 2016 Bond Redemption Fund in accordance with the Indenture; or

(d) following condemnation or the sale of any portion of the Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Project to the Trustee by or on behalf of the County for deposit into the Series 2016 General Account of the Series 2016 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the County to redeem 2016 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the County shall describe to the Trustee in writing; or

(e) following the damage or destruction of all or substantially all of the Series 2006 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2016 General Account of the Series 2016 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2016 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2006 Project would not be economical or would be impracticable.

(f) from amounts on deposit in the Series 2016 Reserve Account in excess of the Debt Service Reserve Requirement for the 2016 Bonds, and transferred to the Series 2016 General Account of the Series 2016 Bond Redemption Fund in accordance with the Indenture to be used for the extraordinary mandatory redemption of the 2016 Bonds; or

(g) from amounts on deposit in the Series 2016 Reserve Account in excess of the Debt Service Reserve Requirement for the 2016 Bonds and transferred to the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund in accordance with the Indenture to be used, together with any Assessment prepayments on deposit in the Series 2016 Prepayment Account of the Series 2016 Bond Redemption Fund, as the case may be, for the Extraordinary Mandatory Redemption of the 2016 Bonds.

If less than all of the 2016 Bonds are to be redeemed pursuant to an Extraordinary Mandatory Redemption, the Trustee shall, except as otherwise provided in the Indenture, select the 2016 Bonds or portions of the 2016 Bonds to be redeemed by lot. The portion of 2016 Bonds to be redeemed shall be in an Authorized Denomination.

The Trustee shall cause notice of each redemption, either in whole or in part, to be mailed at least 30 but not more than 60 days prior to the redemption or purchase date to all Owners of 2016 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the 5th day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the 2016 Bonds for which notice was duly mailed in accordance with the Indenture. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all 2016 Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the 2016 Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. 2016 Bonds so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

The 2016 Bonds are subject to mandatory redemption in part by the Issuer by lot prior to their scheduled maturity from moneys in the Series 2016 Principal Account in satisfaction of applicable Sinking Fund Installment at a Redemption Price equal to 100 percent of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

<u>Year (December 1)</u>	<u>Principal Amount</u>	<u>Year (December 1)</u>	<u>Principal Amount</u>
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\* Final Maturity

Any 2016 Bonds that are purchased by the Issuer with amounts held to pay a Sinking Fund Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Sinking Fund Installment of 2016 Bonds. Sinking Fund Installments are also subject to recalculation, as provided in the Indenture, as the result of the redemption of 2016 Bonds so as to reamortize the remaining Outstanding principal balance of the 2016 Bonds.

The 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity, in whole on any date or in part on any Interest Payment Date, in the manner determined by the Registrar, at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption, if and to the extent that any one or more of the following shall have occurred:

(a) from Prepayments (as defined in the Indenture) deposited into the Series 2016 Prepayment Sub-Account of the Series 2016 Redemption Account; or

(b) from amounts transferred to the Series 2016 Prepayment Sub-Account of the Series 2016 Redemption Account resulting from a reduction in the Debt Service Reserve Requirement for the 2016 Bonds as provided for in the Indenture, and, on the date on which the amount on deposit in the Series 2016 Debt Service Reserve Fund, together with other moneys available therefor, are sufficient to pay and redeem all of the 2016 Bonds then Outstanding, including accrued interest thereon.

If less than all of the 2016 Bonds shall be called for redemption, the particular Bonds or portions of 2016 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of 2016 Bonds is required to be mailed by the Registrar, postage prepaid, not less than 30 nor more than 45 days prior to the redemption date to each registered Owner of 2016 Bonds to be redeemed at the address of such registered Owner recorded on the bond register maintained by the Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the 2016 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such 2016 Bonds or such portions thereof on such date, interest on such 2016 Bonds or such portions thereof so called for redemption shall cease to accrue,

such 2016 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such 2016 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default (as defined in the Indenture) under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the 2016 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any 2016 Bond which remain unclaimed for six years after the date when such 2016 Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for six years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such 2016 Bond became due and payable, shall at the written request of the Issuer be repaid by the Trustee or the Paying Agent to the Issuer, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any 2016 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the 2016 Bonds as to the Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This bond is issued with the intent that the laws of the State shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State and the ordinances and resolutions of the Issuer to happen, exist and be performed precedent to and in the issuance of this bond and the execution of the Indenture, have happened, exist and have been performed as so required. This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Lancaster County, South Carolina, South Carolina has caused this bond to bear the signature of its Chair of County Council and the official seal of the County to be impressed, imprinted or reproduced hereon and attested by the signature of the Clerk to County Council.

LANCASTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair, County Council

(SEAL)

ATTEST

\_\_\_\_\_  
Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

This bond is one of the 2016 Bonds designated herein, described in the within-mentioned Indenture.

WELLS FARGO BANK, N.A., as Trustee

By: \_\_\_\_\_  
Authorized Signatory

Date of Authentication:

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_ (Name and address of Transferee) the within bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed

(Authorized Officer)

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

UNIF GIFT MIN ACT -

TEN ENT - as tenants by the entireties

\_\_\_\_\_ Custodian \_\_\_\_\_  
(Cust) (Minor)

JT TEN - as joint tenants with right of survivorship and not as tenants in common

under Uniform Gifts to Minors Act \_\_\_\_\_  
(State)

Additional abbreviations may also be used though not in above list.

**FORM OF PURCHASE CONTRACT**

***LANCASTER COUNTY, SOUTH CAROLINA***

***\$ \_\_\_\_\_ SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT  
ASSESSMENT CURRENT REFUNDING REVENUE BONDS, SERIES 2016***

**PURCHASE CONTRACT**

\_\_\_\_\_, 2016

County Council of Lancaster County,  
South Carolina  
Lancaster, South Carolina

The undersigned, Stifel, Nicolaus & Company Incorporated, as the Underwriter (“Underwriter”), offers to enter into this Purchase Contract with Lancaster County, South Carolina (“County”), which, upon the acceptance of this offer and the execution of this Purchase Contract by the County, shall be in full force and effect in accordance with its terms and shall be binding upon the County and the Underwriter. This offer is made subject to your acceptance of this Purchase Contract on or before 5:00 p.m. local time, on \_\_\_\_\_, 2016, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to your office at any time prior to the acceptance hereof by you. All terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Preliminary Official Statement (defined below) or the Ordinance (defined below).

1. ***Offer and Sale of Bonds.*** Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, the Underwriter hereby agrees to purchase from the County \$ \_\_\_\_\_ aggregate principal amount of its Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016 (“Bonds”), and the County hereby agrees to sell to the Underwriter all (but not less than all) of the Bonds.

The purchase price for the Bonds shall be \$ \_\_\_\_\_ (representing the par amount of the Bonds less an Underwriter’s discount of \$ \_\_\_\_\_, plus [net] original issue premium of \$ \_\_\_\_\_). The Underwriter may change the offering prices of the Bonds at any time and from time to time.

2. ***Authorization and Purpose.***

Pursuant to an ordinance enacted by the County Council of Lancaster County (the “Council”) on October 3, 2005 (the “Improvement District Ordinance”), and the County Public Works Improvement Act (codified at Title 5, Chapter 35, Code of Laws of South Carolina 1976, as amended (the “Act”), the County created the Sun City Carolina Lakes Improvement District (the “District”) relating to an approximately 1,230-acre residential development known as “Sun City Carolina Lakes” (the “Development”).

The County has heretofore issued the \$20,000,000 original principal amount Lancaster County, South Carolina Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 (the “Series 2006 Bonds”), pursuant to the Master Trust Indenture dated as of February 1, 2006, as amended and supplemented (as heretofore amended and supplemented, the “Original Master Indenture”), between the County and the Trustee.

Pursuant to an ordinance enacted by the Council on \_\_\_\_\_, the County made certain modifications to the District, including [add description of Turkey Pointe].

The Bonds shall be authorized and issued by an ordinance enacted by the Council on \_\_\_\_\_, 2016 ("Bond Ordinance" which, together with the Improvement District Ordinance, the "Ordinance"), pursuant to the authorization of the Act.

The Bonds are being issued by the County pursuant to a Master Trust Indenture, dated as of February 1, 2016 ("Master Indenture"), as supplemented by a Second Supplemental Trust indenture, dated as of November 1, 2016 ("Supplemental Indenture," together with the Master Indenture, "Indenture"), by and between the County and \_\_\_\_\_, as Trustee.

Proceeds of the Bonds will be used, as applicable, to (i) together with other available funds, refinance the Series 2006 Bonds outstanding in the principal amount of \$ \_\_\_\_\_ (the "Refunded Bonds"); (ii) fund the 2016 Reserve Account; and (iii) pay costs and expenses relating to the issuance of the Bonds. The Bonds shall mature on such dates and in such principal amounts, shall bear interest at such rates, shall be reoffered at the prices and yields and shall be subject to optional and mandatory redemption, all as set forth in Exhibit A attached hereto and made a part hereof. The Depository Trust Company, New York, New York ("DTC") shall act as securities depository for the Bonds, which shall be issued in book-entry form only.

The Bonds are payable solely from and secured by a pledge of (i) the Pledged Revenues, which consist of, among other things, non-ad valorem assessments (including penalties, interest and expenses thereon) imposed and collected by the County in connection with the District pursuant to the Act, (ii) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Series Rebate Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any other Account relating to a Series of Bonds other than the Bonds, and (iii) such other property as may be contemplated by the Indenture (collectively, the "Trust Estate").

3. **Official Statement.** The County has previously provided to the Underwriter copies of the Preliminary Official Statement with respect to the Bonds, dated \_\_\_\_\_, 2016 ("Preliminary Official Statement"). As of its date, the Preliminary Official Statement has been "deemed final" by the County for purposes of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934, as amended ("1934 Act"), except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery dates of the Bonds. Within seven business days of the date hereof and, in any event, in sufficient time to accompany confirmations requesting payment from customers, the County agrees to supply to the Underwriter a final Official Statement executed by the County ("Official Statement") and in a sufficient quantity to comply with Rule 15c2-12(b)(1) and the rules of the Municipal Securities Rulemaking Board ("MSRB"). The County hereby consents to and ratifies the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds. The Underwriter agrees that it will not confirm the sale of any Bonds unless the confirmation of sale is accompanied or preceded by the delivery of a copy of the final Official Statement pursuant to the rules of the MSRB and that any supplement or amendment to the Official Statement also shall be delivered to the initial purchasers of any Bonds.

4. **Offering.** The Underwriter intends to make an initial bona fide public offering of all the Bonds at not in excess of the public offering price or prices (nor lower than the yield or yields) set forth in Exhibit A hereto and may subsequently change such offering price or prices (or yield or yields) without any requirement of prior notice to the County. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others, as stated in Paragraph 1 above, at prices lower than the public offering price or prices stated.

5. ***Representations and Warranties of the County.*** The County hereby represents and warrants to the Underwriter that:

(a) The County is duly existing under the laws of the State of South Carolina (“State”).

(b) The County is authorized by the laws of the State, including particularly the Act, to enact the Ordinance, to issue the Bonds, to enter into this Purchase Contract and to secure the Bonds in the manner contemplated by the Ordinance and the Indenture.

(c) The County has full power and authority to consummate the transactions contemplated by this Purchase Contract, the Bonds, the Ordinance, the Indenture, and the Official Statement.

(d) The County has duly approved and authorized the distribution and use of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement; the County has delivered the Preliminary Official Statement to the Underwriter, and nothing has come to the County’s attention which would lead it to believe that (i) except for the offering prices, interest rates, selling commissions, principal amount per maturity, optional and mandatory redemption provisions, sources and uses of funds and delivery date of the Bonds and all information marked as preliminary and subject to change, the information contained in the Preliminary Official Statement is not true and correct in all material respects or contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in light of the circumstances under which they were made, misleading; and (ii) the information to be contained in the Official Statement will not be true and correct in all material respects or will contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Official Statement, in light of the circumstances under which they were made, misleading (excluding from (i) and (ii), above, the information relating to DTC and its affiliates and the book-entry system of registration and transfer and related information under the caption “DESCRIPTION OF THE 2016 BONDS—Book-Entry System”; the information relating to the Underwriter under the caption “UNDERWRITING,” the stabilizing language on the inside front cover; the information relating to the Development under the caption “THE DEVELOPMENT” (including, in all events, similar information contained under the caption “INTRODUCTION”); and the information contained in Appendices \_\_\_, \_\_\_ and \_\_\_ (collectively, the “Excluded Information”).

(e) The County has duly approved the Ordinance and the Indenture and duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein, in the Ordinance, the Indenture, and in the Official Statement; (ii) the approval of the Official Statement and the execution of the Official Statement by a duly authorized officer; (iii) the application of the proceeds of the Bonds for the purposes described in the Official Statement; and (iv) the execution, delivery and receipt of this Purchase Contract, the Bonds and any and all such other agreements and documents as may be required to be executed, delivered, and received by the County in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement.

(f) The Bonds, when issued, delivered and paid for as herein and in the Ordinance provided, will have been duly authorized, executed, issued and delivered and will constitute limited obligations of the County entitled to the benefits and security of the Ordinance. The Bonds and the interest thereon do not constitute an indebtedness of the County within the meaning of any provision, limitation or restriction of the South Carolina Constitution (other than Article X, Section 14, Paragraph 10 of the South Carolina Constitution authorizing indebtedness

payable solely from a revenue-producing project not involving revenues from any tax or license) or the laws of the State and are payable by the County solely from the sources set forth above.

(g) The County, immediately after the Closing, will apply the proceeds from the sale of the Bonds as described in the Ordinance, the Indenture, and the final Official Statement and as more fully described in the certificates delivered at the Closing. The County will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Ordinance and the Indenture or would cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

(h) Except as stated in the Preliminary Official Statement or the Official Statement, there is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the County's knowledge, threatened in writing against the County contesting the due organization and valid existence of the County or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated hereby or by the Official Statement or the validity or due enactment of the Ordinance or the Indenture, or the validity, due authorization and execution of the Bonds, this Purchase Contract or any agreement or instrument to which the County is a party and which is used or contemplated hereby or by the Official Statement, (ii) the federal tax-exempt status of the interest on the Bonds, (iii) the exemption of interest on the Bonds from taxation in South Carolina as described in Paragraph 5(j) below, (iv) the organization, existence or powers of the County or the title of the Administrator or any of the members of the Council or any officers of the County, or (v) the business, properties or assets or the condition, financial or otherwise, of the County.

(i) The execution and delivery by the County of the Official Statement, this Purchase Contract and the other documents contemplated hereby and by the Official Statement, and the enactment of the Ordinance and compliance with the provisions thereof do not and will not conflict with or constitute on the part of the County a breach of or a default under any existing law, court or administrative regulation, decree, order or any agreement, indenture, mortgage or lease by which it is or, on the date of Closing, will be bound, and this Purchase Contract constitutes a legally binding obligation of the County enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

(j) There is no legislation enacted or, to the best of the County's knowledge, pending, the effect of which would be to remove the exemption of the interest on the Bonds from any taxation under the laws of the State, except inheritance or other transfer taxes and certain franchise taxes.

(k) The County has not been notified of any listing or proposed listing of disqualification by the Internal Revenue Service to the effect that the County is a bond issuer that may not certify its bonds.

(l) If, between the date of this Purchase Contract and the Termination of the Disclosure Period (hereinafter defined), any event shall occur to the knowledge of the undersigned which could reasonably cause or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (other than the Excluded Information) the County shall notify the Underwriter, and, if in the opinion of the Underwriter such event requires the

preparation and publication of a supplement or amendment to the Official Statement, the County will at its own expense forthwith prepare and furnish to the Underwriter (1) a sufficient number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will supplement or amend the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at such time, not misleading, and (2) if such notification shall be subsequent to the Closing, such legal opinion, certification, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract:

(i) The "Termination of the Disclosure Period" shall mean the later of (1) the earlier of (x) the ninetieth (90<sup>th</sup>) day following the End of the Underwriting Period (as defined in subparagraph (ii) below) and (y) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, and (2) the twenty-fifth (25<sup>th</sup>) day following the End of the Underwriting Period; and

(ii) The "End of the Underwriting Period" shall mean the later of (1) the Closing Date, unless the County has been notified in writing by the Underwriter on or prior to the Closing Date that the "End of the Underwriting Period" for purposes of Rule 15c2-12 will not occur on the Closing Date and (2) the date on which notice is given to the County by the Underwriter in accordance with the following sentence. In the event that the Underwriter has given notice to the County pursuant to clause (1) of this subparagraph (ii) that the "End of the Underwriting Period" will not occur on the Closing Date, the Underwriter agrees to notify the County in writing as soon as practicable of the "End of the Underwriting Period" for purposes of Rule 15c2-12.

(m) Between the time of the County's acceptance hereof and the Closing, the County will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money, in each case, which are payable from, or secured by a pledge of, the same sources securing the Bonds.

6. **Closing.** At 10:00 a.m., local time, on \_\_\_\_\_, 2016, or at such other time or such other date as shall have been agreed upon by the County and Underwriter, the County will deliver, or cause to be delivered, to the Underwriter the Bonds, in fully registered form, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to the County in Federal or other immediately available funds. Time shall be of the essence, and delivery at the time and place specified pursuant to this Purchase Contract is a further condition to the obligations of the Underwriter hereunder.

Payment and delivery of the Bonds as aforesaid shall be made at the offices of the County, or at such other place as the County and the Underwriter agree upon, provided, however, that the Bonds will be physically delivered to DTC in New York, New York, or pursuant to arrangements with DTC, to \_\_\_\_\_, as registrar ("Registrar") under the terms of a "FAST" closing. Such payment and delivery is herein called the "Closing." The Bonds will be delivered as fully registered bonds in book-entry form, in the form of one certificate per maturity and registered in the name of "Cede & Co." At the direction of the County, the Registrar shall release or authorize the release of the Bonds at the Closing to the Underwriter upon receipt of payment for the Bonds as aforesaid. In addition, the County and the Underwriter agree that there shall be a preliminary closing on \_\_\_\_\_, 2016, or on such other date agreed upon by the County and the Underwriter.

7. **Closing Conditions.** The Underwriter's obligation to purchase the Bonds at the Closing is subject to the following conditions which must be performed in a timely fashion as set forth herein: (i) the performance by the County of its obligations to be performed hereunder and (ii) the following conditions, including the delivery by the County of such documents as are enumerated herein in form and substance reasonably satisfactory to the Underwriter:

(a) At the time of Closing, (i) the Official Statement shall not have been amended, modified or supplemented except as may be agreed to by the Underwriter, and the Ordinance shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement, (iii) all official action of the County related to the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, and (iv) the County shall have duly enacted and there shall be in full force and effect such proceedings as, in the opinion of McNair Law Firm, P.A. ("Bond Counsel"), shall be necessary in connection with the transactions contemplated hereby.

(b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds (and such cancellation shall not constitute a default hereunder by the Underwriter) if between the date hereof and the Closing:

(i) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the County or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, the marketability of the Bonds or the market price thereof has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets;

(ii) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds;

(iii) any action shall have been taken by the SEC that would require the registration of the Bonds under the Securities Act of 1933, as amended ("1933 Act"), or the qualification of the Ordinance under the Trust Indenture Act of 1939, as amended, or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the 1934 Act or any blue sky law;

(iv) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official

Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect;

(v) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds;

(vi) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, South Carolina or New York authorities;

(vii) there shall have occurred any change in the financial condition or affairs of the County or the District the effect of which is, in the sole judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement;

(viii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the County's obligations;

(ix) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the County taken with respect to the issuance and sale thereof;

(x) the "blue sky" or securities commission of any state in the United States has withheld registration, exemption, or clearance of the offering of the Bonds, and, in the sole opinion of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds;

(xi) the purchase of and payment for the Bonds by the Underwriter, or their resale or reoffering by the Underwriter, on the terms and conditions contemplated by this Purchase Contract and the Official Statement, is prohibited by any applicable law or governmental regulation or by order of any court, government authority, board, agency, or commission or would subject the Underwriter to liability under the 1933 Act, the 1934 Act, common law or otherwise;

(xii) additional material restrictions not in force on the date of this Purchase Contract have been imposed on trading in securities generally or by a governmental authority or Financial Industry Regulatory Authority, Inc.; or

(xiii) there shall have occurred any event other than those listed above, the effect of which is, in the reasonable and exclusive judgment of the Underwriter, material and adverse to make it impractical or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

(c) At the time of Closing, the County shall have duly adopted all proceedings required by the Act and all other applicable laws and regulations, State or federal, necessary to enable Bond Counsel to deliver an unqualified opinion with respect to due authorization, execution and delivery of the Bonds.

(d) The Underwriter shall have received, within a sufficient time period for such final Official Statement to accompany confirmations delivered by the Underwriter to potential investors in accordance with the Rules of the MSRB but in no event later than seven business days following the date hereof, an adequate quantity of the final Official Statement to enable the Underwriter to meet the continuing obligations imposed on it by Rule 15c2-12 under the 1934 Act; provided, however, that the Underwriter may not terminate its obligations under this Purchase Contract as a result of the failure of this condition to be met unless such failure affects the Underwriter's marketing and sale of the Bonds or subjects the Underwriter to compliance infractions under the SEC or the MSRB delivery requirements.

(e) At or prior to the Closing, the Underwriter shall receive one executed original of the following documents, unless otherwise indicated:

(i) (A) the unqualified approving opinion of Bond Counsel dated the date of Closing, addressed to the County in substantially the form of Appendix C of the Official Statement, and (B) supplemental opinion of Bond Counsel, dated the date of Closing and addressed to the Underwriter, in substantially the form set forth in Exhibit B attached hereto;

(ii) a certificate of the County, dated the date of Closing signed by an official of the County, in substantially the form attached hereto as Exhibit C;

(iii) a specimen of the Bonds;

(iv) an opinion of John Weaver, Esquire, Counsel to the County, addressed to the County and the Underwriter, dated the date of Closing in substantially the form attached hereto as Exhibit D;

(v) a certified copy of the Ordinance;

(vi) a copy of the Official Statement executed on behalf of the County by a duly authorized official of the County;

(vii) an executed copy of the Continuing Disclosure Agreement, dated the date of Closing;

(viii) the opinion of Pope Flynn, LLC, Counsel to the Underwriter, addressed to the Underwriter and dated the date of Closing in substantially the form attached hereto as Exhibit E; and

(ix) other certificates of the County or information of the County contained in certificates listed in the Closing Memorandum to be approved by counsel to the County and Bond Counsel, and such additional opinions, as Bond Counsel may reasonably request to evidence (A) compliance by the County with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the respective representations of the County contained herein and (C) the due performance or satisfaction by the County at or prior to such time, of all agreements then to be performed and of all conditions then to be satisfied by the County.

If the County shall be unable to satisfy the conditions or the obligations contained in this Purchase Contract, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Contract or, at the election of the County, if the Closing shall not occur by the end of business on \_\_\_\_\_, 2016, or such alternative date as the parties may mutually establish, this Purchase Contract shall terminate and neither the Underwriter nor the County shall be under further obligation hereunder; except that the respective obligations to pay expenses to the extent applicable, as provided in Paragraph 13 hereof, shall continue in full force and effect.

The delivery of any certificate that is required to be delivered in accordance with this Purchase Contract shall be deemed to have been made if the terms of that certificate are included to the satisfaction of the Underwriter within any one certificate or any number of other certificates delivered or caused to be delivered by the party responsible for delivery.

8. **Issue Price Certificate.** At the Closing, contemporaneously with the receipt of the Bonds, the Underwriter will deliver to the County a receipt therefor and a certificate as to issue price of the Bonds confirming their reasonable expectations regarding the representations set forth in Paragraph 4 hereof and as to such other matters reasonably required in order to enable Bond Counsel to render an opinion as to the exclusion from gross income for federal income tax purposes of interest on the Bonds.

9. **Opinions of Bond Counsel.** The County will furnish to the Underwriter a reasonable supply of copies of the opinions of Bond Counsel to accompany delivery of the Bonds.

10. **Annual Audits.** The County agrees to furnish to the Underwriter, upon request during the life of the outstanding Bonds, a copy of each annual audit report for the District issued by the County from time to time.

11. **Mutual Performance.** The obligations of the County hereunder are subject to the performance by the Underwriter of its obligations hereunder.

12. **Survival of County's Representations, Warranties and Agreements.** All representations, warranties and agreements of the County hereunder shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive delivery and payment of the Bonds.

13. **Payment of Expenses.** If the Bonds are sold to the Underwriter by the County, the County shall pay, out of the proceeds of the Bonds, any expenses incident to the performance of its obligations hereunder including but not limited to: (a) the costs of the preparation of the Preliminary Official Statement and final Official Statement for the Bonds, including the costs of all proofs and production of final proof, together with the number of copies which the Underwriter deems reasonable and the costs of delivery of the Preliminary Official Statement and final Official Statement; (b) the cost of the preparation, printing and delivery of the Bonds in fully registered form; (c) the fees and disbursements of Bond Counsel, Counsel to the Underwriter and any other experts or consultants retained by the County, including the County's Counsel, financial advisor, independent engineers, accountants, consultants and the charges of ratings; and (d) fees and costs of the Trustee.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Bonds; (b) all expenses incurred by it in connection with its public offering and distribution of the Bonds, including, but not limited to, the fees and disbursements of any counsel retained by them (other than fees and disbursements of Counsel to the Underwriter described in Paragraph 13); and (c) the cost of preparing and printing the blue sky and legal investment memoranda and the disbursements for filing fees in connection with the aforesaid blue sky and legal investment memoranda.

14. ***Covenants of the County.*** The County agrees:

(a) To deliver promptly to the Underwriter such number of conformed copies of the Official Statement (and any amended or supplemented Official Statement) and the Ordinance as the Underwriter may reasonably request;

(b) Not to supplement or amend, or cause to be supplemented or amended, the Official Statement or the Ordinance from the date of this Purchase Contract through the Termination of the Disclosure Period, without the prior written consent of the Underwriter;

(c) Through the Termination of the Disclosure Period, to prepare any amendment or supplement to the Official Statement that may, in the judgment of the County or the Underwriter, be required so that the Official Statement as amended or supplemented will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(d) To advise the Underwriter immediately of receipt by the County of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(e) To cooperate with the Underwriter including furnishing such information, executing such instruments and taking such other action in cooperation with the Underwriter as may be required to qualify the Bonds for offering and sale under the "blue sky" or other laws of such jurisdictions as the Underwriter may designate; provided that in connection with such qualification the County shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now subject;

(f) Not to take or omit to take any action which action or omission will adversely effect the exemption from federal income taxation of interest on the Bonds under the Internal Revenue Code of 1986, as amended; and

(g) Not to take or omit to take any action which action or omission will in any way cause the proceeds of the Bonds to be applied in a manner contrary to that described in the Ordinance or the Official Statement.

15. ***Notices.*** Any notice or other communication to be given to the County under this Purchase Contract may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to Stifel, Nicolaus & Company Incorporated, 250 South Park Avenue, Suite 400, Bethesda, Maryland 32789, Attn: Robert Burch.

16. ***Arm's-Length Transaction.*** The County and the Underwriter agree that: (a) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the County and the Underwriter; (b) in connection with such transaction, the Underwriter is acting solely as a principal and not as an advisor (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 15B of the Exchange Act of 1934, as amended), agent or a fiduciary of the County; (c) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the County with respect to the offering of the Bonds, the process leading thereto (whether or not the Underwriter, or any affiliate of an Underwriter, has advised or is currently advising the County on other matters) and the matters contemplated by this Purchase Contract or any other obligation to the County, except the obligations expressly set forth in this Purchase Contract; (d) the Underwriter has financial and

other interests that differ from those of the County; and (e) the County has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

17. **Parties in Interest.** This Purchase Contract is made solely for the benefit of the County and the Underwriter (including any successors or assigns of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof, except that the representation, warranties, and agreements of the County contained in this Purchase Contract shall also be deemed to be for the benefit of the person or persons, if any, who control the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Nothing in this Purchase Contract is intended or shall be construed to give any person, other than the persons referred to in this paragraph, any legal or equitable right, remedy or claim under or in respect of this Purchase Contract or any provision contained herein. All of the representations, warranties and agreements of the County contained herein shall remain in full force and effect, regardless of (a) any investigation made by or on behalf of any Underwriter, (b) delivery of the Bonds and payment of amounts required hereunder by or for the County or (c) any termination of this Purchase Contract.

18. **Governing Law.** This Purchase Contract shall be governed by and construed in accordance with the laws of the State.

19. **Effectiveness; Counterpart Execution.** This Purchase Contract shall become effective upon your acceptance and execution hereof and may be executed in counterparts and such counterparts shall constitute one and the same instrument.

20. **No Liability.** No members of the Council, nor any officer, agent, attorney or employee as such, in his or her individual capacity, past, present or future of the County, either directly or through the County, shall be charged personally by the Underwriter with any liability, or held liable to such Underwriter under any term or provision of this Purchase Contract or because of its execution or contemplated execution, or because of any breach or attempted or alleged breach thereof. It is expressly agreed and understood that the obligations of the County under this Purchase Contract are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any past, present or future officer, agent, attorney or employee thereof. All personal liability of any character against every such past, present or future officer, agent, attorney and employee of the County is, by the execution of this Purchase Contract and as a condition of, and as part of the consideration for, the execution of this Purchase Contract, expressly waived and released. The immunity of the past, present or future officers, agents, attorneys and employees of the County under the provision contained in this Section shall survive the termination of this Purchase Contract.

*[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]*

*[SIGNATURE PAGE TO PURCHASE CONTRACT]*

Very truly yours,

**STIFEL, NICOLAUS & COMPANY INCORPORATED**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Accepted and Agreed to as  
of the date first above written.

**LANCASTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**Lancaster County, South Carolina**  
**\$\_\_\_\_\_ Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue**  
**Bonds, Series 2016**

**Maturities, Amounts, Interest Rates and Yields**

**[To be Provided After Pricing]**

**Redemption Provisions**

*Optional Redemption*

*[To be Provided after Finalization of Second Supplemental Indenture]*

*Mandatory Redemption*

*[To be Provided after Finalization of Second Supplemental Indenture]*

***Extraordinary Mandatory Redemption***

***[To be Provided after Finalization of Second Supplemental Indenture]***

***[REMAINDER OF PAGE INTENTIONALLY BLANK]***

**EXHIBIT B**

**FORM OF SUPPLEMENTAL BOND COUNSEL OPINION**

\_\_\_\_\_, 2016

Stifel, Nicolaus & Company Incorporated  
Bethesda, Maryland

Re: \$ \_\_\_\_\_ Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016

We have acted as bond counsel in connection with the issuance by Lancaster County, South Carolina ("County"), of the above-referenced ("Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(i)(B) of the Purchase Contract dated \_\_\_\_\_, 2016 ("Purchase Contract"), between the County and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

Reference is made to our approving opinion ("Opinion") of even date herewith as bond counsel addressed to the County delivered in connection with the issuance of the Bonds. You are hereby authorized to rely upon the Opinion to the same extent as if the Opinion were specifically addressed to you, subject to the qualifications and considerations set forth in the Opinion.

In connection therewith, we have examined:

1. The Act.
2. The Purchase Contract.
3. The Official Statement, dated \_\_\_\_\_, 2016 ("Official Statement"), relating to the Bonds; provided, however, that we have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version.
4. The Ordinance.
5. The Continuing Disclosure Agreement, dated the date hereof ("Disclosure Agreement").

Based upon the foregoing and examinations of such other documents, and consideration of such matters of law as we have deemed appropriate to enable us to render this opinion, we are of the opinion that:

1. Each of the Purchase Contract and the Disclosure Agreement has been duly authorized, executed and delivered by the County and, assuming due authorization, execution and delivery by the applicable parties thereto, constitutes a legal, valid and binding agreement enforceable against the County in accordance with its terms (except that the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable); provided, however, that no opinion is expressed as to the enforceability of the indemnity or choice of law provisions thereof.

2. The Official Statement has been duly authorized, approved and delivered by the County.

3. We have considered the information contained in the Official Statement under the headings entitled: "DESCRIPTION OF THE 2016 BONDS" (other than the information under "Book-Entry System"); "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS"; and in Appendix I of the Official Statement entitled "Summaries of Principal Documents" and, based upon our review, we are of the opinion that the statements or summaries under such headings (except the information therein related to The Depository Trust Company and its affiliates and the book-entry only system of registration and transfer and related information under the caption "DESCRIPTION OF THE 2016 BONDS—Book-Entry System" and Appendix I as to which we express no opinion) are, to the extent indicated therein, accurate statements or summaries of the matters set forth or documents referred to therein, and fairly present the information purported to be shown, and the information under the heading "TAX TREATMENT" is true and correct in all material respects.

4. The Bonds are presently exempt from registration under the Securities Act of 1933, as amended, and the Ordinance is presently exempt from qualification as an indenture under the Trust Indenture Act of 1939, as amended.

This opinion is rendered to and may be relied upon solely by the Underwriter and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Yours very truly,

McNAIR LAW FIRM, P.A.

**EXHIBIT C**

**GENERAL CERTIFICATE OF THE COUNTY  
REQUIRED BY SECTION 7(e)(ii) OF THE PURCHASE CONTRACT**

Re: \$ \_\_\_\_\_ Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016

Pursuant to Section 7(e)(ii) of the Purchase Contract dated \_\_\_\_\_, 2016 ("Purchase Contract"), between Lancaster County, South Carolina ("County"), and Stifel, Nicolaus & Company Incorporated, as underwriter ("Underwriter"), the undersigned authorized representative of the County hereby certifies as follows:

1. The representations and warranties of the County in the Purchase Contract are true and correct in all material respects as of the date hereof.

2. There is no action, suit, hearing, proceeding, inquiry or investigation at law or in equity or before or by any court, public board, agency or body pending or, to the best of the County's knowledge, threatened in writing against the County contesting the due organization and valid existence of the County or wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect (A) the transactions contemplated by the Purchase Contract or the Official Statement dated \_\_\_\_\_, 2016 ("Official Statement"), relating to the above-referenced bonds (the "Bonds"), or the validity, due authorization and execution of the Purchase Contract, the Continuing Disclosure Agreement, dated \_\_\_\_\_, 2016, or any agreement or instrument to which the County is a party or which is used or contemplated for use in the consummation of the transactions contemplated by the Purchase Contract or by the Official Statement, (B) the federal tax-exempt status of the interest component on the Bonds, (C) the exemption of the interest component on the Bonds from taxation as described in Paragraph 5(j) of the Purchase Contract, (D) the organization, existence or powers of the County or the title of the [ ] or any of the members of the County Council or any officers of the County except as set forth in the Official Statement, or (E) the business, properties or assets or the condition, financial or otherwise, of the County.

3. The information with respect to the County contained in the Official Statement, relating to the Bonds, is, as of its date, true and correct in all material respects. The information with respect to the County contained in the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and there has not been any material adverse change in the financial condition or operations of the County since the date of the Official Statement which has not been brought to the attention of the Underwriter in writing prior to the date hereof.

4. To the best of the knowledge and belief of the County, the County reasonably expects as of the date hereof that the proceeds of the Bonds will be used as provided in the Official Statement.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate in the name and on behalf of the County as of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D**

**[FORM OF OPINION OF THE COUNTY ATTORNEY]**

\_\_\_\_\_, 2016

Stifel, Nicolaus & Company Incorporated  
Bethesda, Maryland

Lancaster County, South Carolina  
Lancaster, South Carolina

Re: \$\_\_\_\_\_ Lancaster County, South Carolina, Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016

As counsel to Lancaster County, South Carolina, a municipal corporation and political subdivision created pursuant to the laws of the State of South Carolina ("County"), I have considered the validity of the above-referenced bonds (the "Bonds"). This opinion is being delivered to you pursuant to paragraph 7(e)(iv) of the Purchase Contract dated \_\_\_\_\_, 2016 ("Purchase Contract"), between the County and you as the underwriter ("Underwriter"). Capitalized terms not otherwise defined herein shall have the meanings assigned such terms in the Purchase Contract.

In connection therewith, I have examined:

1. The Act;
2. The Ordinance;
3. The Purchase Contract;
4. The Indenture;
5. The Official Statement dated \_\_\_\_\_, 2016 ("Official Statement"), relating to the Bonds, provided, however, that I have not reviewed any electronic version of the Official Statement and assume that any such version is identical in all respects to the printed version;
6. The Continuing Disclosure Agreement, dated the date hereof ("Disclosure Agreement" and with the Indenture and the Purchase Contract, "County Agreements"); and
7. Such other documents and instruments and proceedings of the County as I have deemed relevant.

As to questions of fact material to my opinion, I have relied upon representations and other certifications of officials of the County without undertaking to verify the same by independent investigation.

Based on the foregoing, I am of the opinion that as of this date:

1. The County is a political subdivision validly existing under the Constitution and laws of the State of South Carolina, and has all requisite power and authority (i) to enact and implement the Ordinance and to issue, sell and deliver the Bonds and (ii) to conduct its business as currently being

conducted and as proposed to be conducted and as described in the Official Statement and to carry out the transactions contemplated by the Purchase Contract and the Official Statement.

2. Each of the County Agreements has been duly authorized, executed and delivered by the County.

3. The County has taken all action legally required of it to enact and to implement the Ordinance and to authorize the issuance, sale and delivery of the Bonds. The Ordinance has been duly enacted by the County Council.

4. To the best of my knowledge and after due inquiry, except as otherwise disclosed in writing, the County is not in default in any material respect under any material agreement or other instrument to which it is a party or by which it may be bound.

5. There are no consents, approvals or authorizations of the State of South Carolina or any local governmental authority required on the part of the County in connection with the enactment and implementation of the Ordinance and the execution and delivery of the Indenture and the Purchase Contract, provided, however, that there is no opinion given with respect to compliance with any state securities laws or "blue sky" laws of any jurisdiction.

6. To the best of my knowledge and after due inquiry and except as disclosed in the Official Statement, there are no proceedings or investigations pending or threatened in writing against the County in any court or before any governmental authority or arbitration board or tribunal, wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the transactions contemplated by the Indenture, the Purchase Contract and the Official Statement or which, in any way, would adversely affect the validity and enforceability of the Bonds, or any agreement or instrument to which the County is a party and which is used or contemplated by the foregoing.

7. None of the proceedings held or actions taken by the County with respect to the Ordinance, the County Agreements or the Bonds have been repealed, rescinded or revoked.

Very truly yours,

John Weaver, Esquire  
County Attorney

**EXHIBIT E**

**FORM OF UNDERWRITER'S COUNSEL OPINION**

\_\_\_\_\_, 2016

Stifel, Nicolaus & Company Incorporated  
Bethesda, Maryland

**LANCASTER COUNTY, SOUTH CAROLINA**

**§ \_\_\_\_\_ SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT  
ASSESSMENT CURRENT REFUNDING REVENUE BONDS, SERIES 2016**

Ladies and Gentlemen:

We have acted as counsel to Stifel, Nicolaus & Company Incorporated, as the underwriter ("Underwriter"), in connection with the purchase of the referenced bonds ("Bonds") pursuant to a Purchase Contract, dated \_\_\_\_\_, 2016 ("Purchase Contract"), between the Underwriter and Lancaster County, South Carolina ("County"). This opinion is delivered to you pursuant to Section 7(e)(ix) of the Purchase Contract. Each capitalized term not otherwise defined in this letter has the meaning assigned to that term in the Purchase Contract.

We have, as your counsel, examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such other documents, legal opinions, instruments or records, and have made such investigation of law, as we have deemed appropriate as a basis for the conclusions hereinafter expressed for the purpose of this opinion.

In arriving at the conclusions expressed below, we are not expressing any opinion or view on, and are assuming and relying on, the validity, accuracy and sufficiency of the records, documents, certificates and opinions referred to above, including the accuracy of all factual matters represented and legal conclusions contained therein. We have assumed that all records, documents, certificates and opinions that we have reviewed, and the signatures thereto, are genuine.

We are not passing on and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement, and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, in our capacity as your counsel, we met in conferences with your representatives and representatives of the County, counsel to the County, McNair Law Firm, P.A., as Bond Counsel, during which conferences the contents of the Official Statement and related matters were discussed. Based on our participation in these conferences, and in reliance on these conferences and on the records, documents, certificates and opinions referenced above, we advise you that, during the course of our representation of you as the Underwriter on this matter, no information came to the attention of the attorneys in our firm rendering legal services in connection with your representation that caused us to believe that the Official Statement as of its date and as of the date of this letter (except for any financial and statistical data and forecasts, numbers, estimates, assumptions and expressions of opinion, and information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its Appendices, which we expressly exclude from the scope of this sentence) contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Furthermore, we are of the opinion that in connection with the offering and sale of the Bonds, the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and no indenture with respect to the Bonds is required to be qualified pursuant to the Trust Indenture Act of 1939, as amended.

Except as set forth above, we express no opinion in connection with the issuance and sale of the Bonds. The opinions expressed above are rendered solely for your benefit in connection with the issuance of the Bonds. These opinions may neither be relied on by you for any other purpose nor be furnished to, used, circulated, quoted or relied on by any other person or entity for any other purpose, without our prior written consent in each instance. We disclaim any obligation to update the opinions expressed above for events occurring or coming to our attention after the date of this letter.

Very truly yours,

**POPE FLYNN, LLC**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**

**NEW ISSUE - BOOK-ENTRY ONLY**

**RATING: Moody's: \_\_\_\_\_**  
**(See "RATING" herein)**

*[To be reviewed by Bond Counsel] Assuming the County's continued compliance with certain covenants, in the opinion of Bond Counsel, interest on the 2016 Bonds is excluded from gross income for purposes of federal income taxation under existing statutes, regulations and court decisions. Interest on the 2016 Bonds is not an item of tax preference for purposes of an individual's or corporation's federal alternative minimum tax; however, interest on the 2016 Bonds may be included in the calculation for certain taxes, including the alternative minimum tax of corporations. Under the present laws of the State of South Carolina, the 2016 Bonds and the interest thereon will also be exempt from all South Carolina taxation, except estate or other transfer taxes and certain franchise taxes. Such opinion is subject to certain limitations and conditions described in the section of this Official Statement entitled "TAX TREATMENT."*

**LANCASTER COUNTY, SOUTH CAROLINA**  
**\$ \_\_\_\_\_ \* SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT**  
**ASSESSMENT CURRENT REFUNDING REVENUE BONDS, SERIES 2016**

**Dated: Date of Delivery**

**Due: As shown on inside cover hereof**

The Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016 (the "2016 Bonds") are being issued by Lancaster County, South Carolina (the "County") only in fully registered form, without coupons, in authorized denominations of \$5,000 and any integral multiple thereof. The 2016 Bonds will bear interest at the fixed rate set forth on the inside cover page hereof, calculated on the basis of a 360-day year consisting of twelve thirty-day months, payable semi-annually on each June 1 and December 1, commencing June 1, 2017. The 2016 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the 2016 Bonds will be made in book-entry form. Accordingly, principal of and interest on the 2016 Bonds will be paid from the Pledged Revenues (as hereinafter defined) by [Wells Fargo Bank, N.A.], as trustee (the "Trustee") directly to DTC as the registered owner thereof. Disbursements of such payments to the Direct Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of the Direct Participants and the Indirect Participants, as more fully described herein. Any purchaser of a beneficial interest in a 2016 Bond must maintain an account with a broker or dealer who is, or acts through, a Direct Participant to receive payment of the principal of and interest on such 2016 Bond. See "**DESCRIPTION OF THE 2016 BONDS—Book-Entry System**" herein.

The 2016 Bonds have been authorized by an ordinance enacted on October 24, 2016 (the "Bond Ordinance"), by the County Council (the "Council") of the County, pursuant to the authorization of the County Public Works Improvement Act (codified at Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended (the "Act")). The Sun City Carolina Lakes Improvement District (the "District") was created by an ordinance enacted by the Council on October 3, 2005, as amended by an ordinance enacted by the Council on \_\_\_\_\_, 20\_\_\_. The 2016 Bonds are being issued by the County pursuant to a Master Trust Indenture, dated as of February 1, 2006 (the "Master Indenture"), as supplemented by a Second Supplemental Trust Indenture, dated as of November 1, 2016 (the "Supplemental Indenture" and collectively, with the Master Indenture, the "Indenture"), by and between the County and the Trustee.

The 2016 Bonds are equally and ratably secured under the Indenture by a lien upon and pledge of the revenues derived from (i) the non-ad valorem assessments (including penalties, interest and expenses thereon) imposed and collected by the County in connection with the District pursuant to the Act (the "Assessments"), (ii) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture (except for moneys transferred to the Rebate Fund and moneys on deposit in any Account relating to a Series of Bonds (as such terms are defined herein) other than the 2016 Bonds, and any investment earnings on such moneys) and (iii) such other property as may be contemplated by the Indenture. See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS**" herein.

Pursuant to the Indenture, the 2016 Bonds are subject to optional, extraordinary mandatory and mandatory sinking fund redemption at the times, in the amounts and at the redemption prices as more fully described herein under the caption **“DESCRIPTION OF THE 2016 BONDS—Redemption Provisions.”**

The 2016 Bonds will be issued to (i) provide for the refunding of the County's \$20,000,000 original principal amount Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006; (ii) fund the 2016 Reserve Account (as such term is defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2016 Bonds. See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS" and "PLAN OF REFUNDING" herein.

THE 2016 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE (AS SUCH TERM IS DEFINED HEREIN) UNDER THE INDENTURE. THE 2016 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE OF SOUTH CAROLINA ("STATE") CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2016 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. SEE "SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS."

This cover page contains certain information for quick reference only. It is not a summary of the 2016 Bonds. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. The County deems this Preliminary Official Statement to be final as of this date for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), except for information which may be omitted therefrom pursuant to Rule 15c2-12.

The 2016 Bonds are offered for delivery when, as and if issued by the County and accepted by the Underwriter and subject to the receipt of the approving legal opinion of McNair Law Firm, P.A., Columbia, South Carolina, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Pope Flynn, LLC, Columbia, South Carolina; for the County by Lancaster County Attorney John Weaver, Esq., Kershaw, South Carolina; and for the Trustee by its counsel, \_\_\_\_\_, \_\_\_\_\_. It is expected that the 2016 Bonds will be delivered in book-entry form through the facilities of DTC on or about November \_\_, 2016.

**Stifel Nicolaus**

Dated: November \_\_, 2016

## MATURITY SCHEDULES

<u>Due</u> <u>December 1</u>	<u>Principal</u> <u>Amount*</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> <sup>1</sup>
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\$ \_\_\_\_\_ \* \_\_\_\_\_ % Term Bonds due December 1, 20\_\_ , Yield \_\_\_\_\_ % , Initial CUSIP# \_\_\_\_\_  
 \$ \_\_\_\_\_ \* \_\_\_\_\_ % Term Bonds due December 1, 20\_\_ , Yield \_\_\_\_\_ % , Initial CUSIP# \_\_\_\_\_

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\* Preliminary, subject to change.

<sup>1</sup> CUSIP numbers have been assigned by an independent company not affiliated with the County or the Underwriter and are included solely for convenience of the owners of the 2016 Bonds. The County nor the Underwriter are responsible for selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2016 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to change after issuance of the 2016 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of the 2016 Bonds.

## REGARDING USE OF THIS OFFICIAL STATEMENT

No broker, dealer, salesperson, or other person has been authorized by the County, the State or the Underwriter to give any information or to make any representations, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2016 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the County and other sources that are believed by the Underwriter to be reliable. The County will, at closing, deliver a certificate certifying that certain of the information it supplied does not contain any untrue statement of a material fact or omit to state a material fact required to be stated herein or necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading.

The information set forth herein has been obtained from public documents, records and other sources, which are believed to be reliable but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the County, the Development (as such term is defined herein), or the Project (as such term is defined herein) since the date hereof.

Except for information with respect to the Trustee, the Trustee has not provided, or undertaken to determine the accuracy of, any of the information contained in this Official Statement, and the Trustee makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2016 Bonds, or (iii) the tax-exempt status of the interest on the 2016 Bonds.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2016 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE 2016 BONDS HAVE NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2016 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

**TABLE OF CONTENTS**

**[TO BE PROVIDED]**

Appendix A	RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS
Appendix B	FORM OF THE INDENTURE
Appendix C	PROPOSED FORM OF APPROVING OPINION OF BOND COUNSEL
Appendix D	PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

**LANCASTER COUNTY, SOUTH CAROLINA**  
**\$ \_\_\_\_\_ \* SUN CITY CAROLINA LAKES IMPROVEMENT DISTRICT**  
**ASSESSMENT CURRENT REFUNDING REVENUE BONDS, SERIES 2016**

**INTRODUCTION**

The purpose of this Official Statement, including the cover page and appendices hereto, is to set forth certain information in connection with the offering and issuing by Lancaster County, South Carolina (the "County") of its \$ \_\_\_\_\_ \* Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016 (the "2016 Bonds").

Unless otherwise defined herein, capitalized term used throughout this Official Statement are defined in the form of the Indenture included as **Appendix B** hereto.

This introduction briefly describes the contents of this Official Statement and is qualified by reference to the entire contents hereof, including the Appendices hereto, as well as the documents summarized or described herein.

**The District**

The Sun City Carolina Lakes Improvement District (the "District") was created by an ordinance enacted on October 3, 2005 by the Council, as amended by an ordinance enacted by the Council on \_\_\_\_\_, 20\_\_\_. The District was created to provide for the development of Sun City Carolina Lakes (the "Development") by Pulte Home Corporation, a Michigan corporation with a division office in Charlotte, North Carolina (the "Developer"). The District lands, consist of approximately \_\_\_\_\_ acres in the northwestern portion of the County, approximately 23 miles south of downtown Charlotte, North Carolina, approximately 17 miles from Charlotte-Douglas International Airport and approximately 8 miles from Interstate 485, the outer beltway around Charlotte. A map of the District and a map of the site of the Development are each shown below.

[INSERT SITE MAP AND DISTRICT MAP]

**The Development**

The Development is a master-planned, mixed-use, age-restricted (55 and over), active adult development on approximately [1,230] acres in the northwestern portion of the County. The Development is located in the Town of Indian Land, Lancaster County, South Carolina, on the northwest corner of the intersection of U.S. Highway 521 and Van Wyck Road and extends westward to the Catawba River, southward along Van Wyck Road and northward along U.S. Highway 521 past Jim Wilson Road. The Development has been developed by the Developer in multiple phases over the past ten years. The master plan for the Development provided for the construction of 2,791 single-family detached homes, 167 attached villa units, and 689 carriage homes (the "Residential Units") and a community library (the "County Library") built by the County using proceeds of the 2006 Bonds (defined herein). The Development also includes an 18-hole golf course, consisting of approximately [225] acres of land winding through the Development, and approximately 200,000 square feet of commercial development across approximately [25] acres, consisting of retail, restaurant and/or support services, including a grocery store, a bank and a pharmacy, for residents in the community. The Development offers an extensive array of amenities specifically tailored to the active adult, including ten fishing lakes, a kayak and canoe center at the river, lake and golf course views, fitness centers, walking trails, tennis courts, an outdoor pool and an outdoor pavilion.

*The golf course and the commercial land and improvements located thereon are not included in the District, are not subject to the Assessments (as such term is defined herein) and will not be subject to sale or foreclosure in the event that the Assessments are not paid by Landowners in the District.*

*The County Library is located within the District, but the County Library and improvements are not subject to the Assessments and will not be subject to sale or foreclosure in the event that the Assessments are not paid by Landowners in the District.*

For more information related to the Development, including the current status of the nearly complete build-out and sale of the Residential Units and the related improvements and infrastructure on the site of the Development, see “**THE DEVELOPMENT**” herein.

### **The Project and the 2006 Bonds**

On March 2, 2006, the County issued its \$20,000,000 Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006 (the “2006 Bonds”). A portion of the proceeds of the 2006 Bonds was used to finance the design, construction and/or acquisition of certain infrastructure improvements, including, without limitation, on-site and offsite roadway improvements, water and sewer improvements, stormwater management improvements, and electrical, natural gas, telephone and cable television improvements, all to benefit the Development. In addition, the County used proceeds of the 2006 Bonds to construct and furnish a public library (the “County Library”) on land donated to the County by the Developer. The infrastructure improvements described above and the County Library are collectively referred to herein as the “Project.” The total costs associated with the Project paid for out of proceeds of the 2006 Bonds were approximately \$16,000,000, and all remaining amounts, consisting of approximately \$44,000,000, were paid for by the Developer.

### **Authorization for 2016 Bonds**

The 2016 Bonds have been authorized by an ordinance enacted on October 24, 2016 (the “Bond Ordinance”), by the County Council (the “Council”) of the County, pursuant to the authorization of the County Public Works Improvement Act (codified at Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended (the “Act”). The 2016 Bonds are being issued by the County pursuant to a Master Trust Indenture, dated as of February 1, 2006 (the “Master Indenture”), as supplemented by a Second Supplemental Trust Indenture, dated as of November 1, 2016 (the “Supplemental Indenture” and collectively, with the Master Indenture, the “Indenture”), by and between the County and the Trustee.

### **Use of Proceeds of 2016 Bonds**

The 2016 Bonds will be issued to (i) provide for the refunding of the County’s \$20,000,000 original principal amount Sun City Carolina Lakes Improvement District Assessment Revenue Bonds, Series 2006; (ii) fund the 2016 Reserve Account (as such term is defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2016 Bonds. See “**ESTIMATED SOURCES AND USES OF BOND PROCEEDS**” and “**PLAN OF REFUNDING**” herein.

### **Security for and Source of Payment of the 2016 Bonds**

The 2016 Bonds are payable solely from and secured by a pledge of (i) the Pledged Revenues, which consist of, among other things, non-ad valorem assessments (including penalties, interest and expenses thereon) imposed and collected by the County in connection with the District pursuant to the Act (the “Assessments”), (ii) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Series Rebate Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any other Account relating to a Series of Bonds other than the 2016 Bonds, and (iii) such other property as may be contemplated by the Indenture (collectively, the “Trust Estate”). See “**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS**” herein.

### **No Obligation of County with Respect to the 2016 Bonds**

The 2016 Bonds and the interest thereon are not payable from, nor are they a charge upon, any funds or revenues other than the Trust Estate under the Indenture. The 2016 Bonds do not constitute a general obligation or indebtedness of the County within the meaning of any State of South Carolina (the “State”) constitutional provision or statutory limitation (other than Article X, Section 14(10) of the State Constitution authorizing indebtedness payable solely from a source of revenues derived other than from a tax or license), and the 2016 Bonds do not

constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. No owner of 2016 Bonds or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the County or any other public authority or governmental body to pay debt service or to pay any other amounts required to be paid pursuant to the Master Indenture, the Supplemental Indenture or the 2016 Bonds. See **“SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS”** herein.

### **Financial Advisor and Consultant**

Compass Municipal Advisors, LLC, Columbia, South Carolina, is acting as financial advisor to the County in connection with the issuance of the 2016 Bonds. MuniCap, Inc., Columbia, Maryland, a consulting firm (“MuniCap”), developed the Rate and Method of Apportionment of Assessments (the “Rate Study”) set forth in **APPENDIX A** hereto and has served as administrator of the District since inception.

### **Bond Owners’ Risks**

The purchase of the 2016 Bonds involves significant investor risks. Payment of debt service on the 2016 Bonds may be dependent, among other things, upon the commercial success of the Development and upon timely payment of the Assessments. There can be no assurance that these or any other risks will not affect the willingness or ability of the owners of real property in the District (the “Landowners”) to make timely payment of the Assessments. See **“BOND OWNERS’ RISKS”** and **“SUITABILITY FOR INVESTMENT”** herein for a discussion of certain risk factors which should be considered, in addition to the matters set forth herein, when evaluating the investment quality of the 2016 Bonds.

### **General Information Relating to 2016 Bonds**

The 2016 Bonds will be dated the date of their delivery, will be issued in one series and will mature in the years and amounts and will bear interest (based on a 360-day year consisting of twelve 30-day months) from their date at such rates, payable semiannually on June 1 and December 1 (each, an “Interest Payment Date”), commencing June 1, 2017, all as set forth on the inside cover page of this Official Statement.

The 2016 Bonds are issuable as fully registered bonds in authorized denominations of \$5,000 and any integral multiple thereof. Initially, a single bond for each maturity shall be issued and, when issued, will be registered to Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). Purchases of beneficial interests in the 2016 Bonds will be made in book-entry form only.

### **Redemption**

The 2016 Bonds shall be subject to redemption at the option of the County as a whole, at any time, or in part on any Interest Payment Date, on or after December 1, 20\_\_ (less than all 2016 Bonds to be selected by lot), at the redemption prices (plus accrued interest from the most recent Interest Payment Date to the redemption date) as set forth in **“DESCRIPTION OF THE 2016 BONDS—Redemption Provisions”** herein.

The 2016 Bonds are subject to mandatory redemption on each December 1, commencing December 1, 20\_\_\_. See **“DESCRIPTION OF THE 2016 BONDS—Redemption Provisions”** herein.

The 2016 Bonds are subject to extraordinary mandatory redemption by the County prior to maturity in whole, on any date, or in part, on any Interest Payment Date, at the redemption price of 100% of the principal amount of the 2016 Bonds to be redeemed, without premium, if any of the following events occur and funds are deposited into the 2016 Prepayment Account of the 2016 Bond Redemption Fund in connection therewith: (i) Landowners prepay any Assessments prior to the time such Assessments are due; (ii) the amounts on deposit in the 2016 Reserve Account, together with other moneys available therefor, are sufficient to pay and redeem all of the 2016 Bonds then Outstanding, including accrued interest thereon; (iii) excess moneys are available and transferred from the 2016 Revenue Account to the 2016 General Account of the 2016 Bond Redemption Fund; (iv) after condemnation or sale of any portion of the Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Project to the Trustee for deposit into the 2016 General Account of the 2016 Bond Redemption Fund;

(v) after the damage or destruction of all or substantially all of the Project to such extent that, in the reasonable opinion of the County, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the County to the Trustee for deposit to the 2016 General Account of the 2016 Bond Redemption Fund; and (vi) the 2016 Reserve Account Requirement is reduced as provided for in the Indenture. See “**DESCRIPTION OF THE 2016 BONDS—Redemption Provisions**” and “**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS**” herein.

#### **Notices to 2016 Bondholders**

Redemption notices to the registered owners of the 2016 Bonds (the “2016 Bondholders”) shall be given not less than 30 days nor more than 60 days prior to the date fixed for redemption to the 2016 Bondholders whose 2016 Bonds are called for redemption at their addresses appearing on the registration books for the 2016 Bonds. *So long as a book-entry only system is used for registration of the 2016 Bonds, any notice of redemption or other notices will be sent only to DTC or its nominee, as the registered owner of the 2016 Bonds.*

#### **Secondary Market Disclosure**

The County has agreed to provide certain financial information, operating information and notice of the occurrence of certain events with respect to the 2016 Bonds, if material. See “**CONTINUING DISCLOSURE**” herein and “**Appendix D—Proposed Form of Continuing Disclosure Agreement**” hereto.

#### **Tax Treatment**

[To be reviewed by Bond Counsel] Assuming the County’s continued compliance with certain covenants, in the opinion of Bond Counsel, interest on the 2016 Bonds is excluded from gross income for purposes of federal income taxation under existing statutes, regulations and court decisions. Interest on the 2016 Bonds is not an item of tax preference for purposes of an individual’s or corporation’s federal alternative minimum tax; however, interest on the 2016 Bonds may be included in the calculation for certain taxes, including the alternative minimum tax of corporations. Under the present laws of the State, the 2016 Bonds and the interest thereon will also be exempt from all South Carolina taxation, except estate or other transfer taxes and certain franchise taxes. Such opinion is subject to certain limitations and conditions described in the section of this Official Statement entitled “**TAX TREATMENT.**”

#### **Additional Information**

Prospective investors in the 2016 Bonds should read this entire Official Statement, including the appendices hereto, in order to make an informed investment decision. The appendices to, and all footnotes in, this Official Statement constitute a part of this Official Statement and contain information which any potential investor should read in conjunction with the other parts of this Official Statement in order to make an informed investment decision. This Official Statement speaks only as of its date and the information contained herein is subject to change.

There follows in this Official Statement a brief description of the District, the Development, the Project and the County, together with summaries of the terms of the 2016 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such document and statute and all references to the 2016 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. The form of the Indenture appears as **Appendix B** hereto. The information herein under the captions “**THE DEVELOPMENT**” has been furnished by the County and not by the Underwriter. During the initial offering period for the 2016 Bonds, inquiries for documents or concerning this Official Statement should be directed to Stifel, Nicolaus & Company Incorporated, 7200 Wisconsin Avenue, Suite 314, Bethesda, Maryland 20814, (301) 941-2424, Attention: Pamela Holton-Byrd.

Prospective investors in the 2016 Bonds are invited to visit the District, to ask questions of representatives of the County and to request documents, instruments and information which may not necessarily be referred to, summarized or described herein. Therefore, prospective investors should utilize the information appearing in this Official Statement within the context of and in conjunction with availability of such additional information and the sources thereof. Prospective investors may request such additional information and arrange to visit the District as described in the preceding paragraph and under the caption “**SUITABILITY FOR INVESTMENT**” herein.

## DESCRIPTION OF THE 2016 BONDS

### General Description

The 2016 Bonds are issuable as fully registered bonds in authorized denominations of \$5,000 and any integral multiple thereof.

The 2016 Bonds will be dated their date of issuance, and will bear interest at the fixed rate per annum set forth on the cover page hereof from the Interest Payment Date to which interest has been paid next preceding their date of authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2016 Bond has been paid, in which event such 2016 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2016 Bonds, in which event, such 2016 Bond shall bear interest from its date. Interest on the 2016 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The 2016 Bonds will mature, subject to the redemption provisions set forth below, on the dates and in the amounts set forth on the cover page hereof.

The 2016 Bonds will be initially issued in the form of a single fully registered certificate for each maturity thereof. Upon initial issuance, the ownership of the 2016 Bonds will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), the initial bond depository. All of the Outstanding 2016 Bonds will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC (see "**DESCRIPTION OF THE 2016 BONDS - Book-Entry System**").

During the period for which Cede & Co. is the registered owner of the 2016 Bonds, any notices to be provided to owners of 2016 Bonds will be provided to Cede & Co. DTC shall be responsible for notices to Direct Participants and Direct Participants shall be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants shall be responsible for notices to Beneficial Owners (as such terms are hereinafter defined).

The Indenture provides that the County, the Trustee or the Paying Agent shall deem and treat the person in whose name any 2016 Bond is registered as the absolute owner thereof (whether or not such 2016 Bond shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the County, the Trustee or any Paying Agent) for the purpose of receiving payment of or on account of the principal or Redemption Price of and interest on such 2016 Bond, and for all other purposes, and the County, the Trustee and any Paying Agent shall not be affected by any notice to the contrary. All such payments so made to any such owner, or upon his order, shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such 2016 Bond.

[Wells Fargo Bank, N.A.] is the Trustee and Paying Agent for the 2016 Bonds.

### Redemption Provisions

#### *Optional Redemption*

The 2016 Bonds may, at the option of the County, be called for redemption prior to maturity as a whole, at any time, or in part on any Interest Payment Date (and if less than all 2016 Bonds are called for redemption the 2016 Bonds subject to redemption shall be selected by lot), on or after December 1, 20\_\_, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest from the most recent Interest Payment Date to the redemption date.

#### *Mandatory Redemption*

The 2016 Bonds are subject to mandatory redemption in part by the County by lot prior to their scheduled maturity from moneys in the 2016 Sinking Fund Account established under the Indenture in satisfaction of applicable Sinking Fund Installments (as defined in the Indenture) at the Redemption Price of 100% of the principal

amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

<u>Year (December 1)</u>	<u>Principal Amount</u>	<u>Year (December 1)</u>	<u>Principal Amount</u>
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\*Final Maturity

As more particularly set forth in the Indenture, any 2016 Bonds that are purchased by the County with amounts held to pay a Sinking Fund Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Sinking Fund Installment of 2016 Bonds. In addition, the above Sinking Fund Installments are subject to recalculation, as provided in the Indenture, as the result of certain purchases or the redemption of 2016 Bonds other than in accordance with scheduled Sinking Fund Installments so as to reamortize the remaining Outstanding principal of the 2016 Bonds.

***Extraordinary Mandatory Redemption***

The 2016 Bonds are subject to extraordinary mandatory redemption prior to maturity by the County in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price of 100% of the principal amount of the 2016 Bonds to be redeemed, without premium, plus interest accrued to the date of redemption, as follows:

(a) from 2016 Prepayment Principal deposited into the 2016 Prepayment Account of the 2016 Bond Redemption Fund following the payment in whole of Assessments on any portion of the property within the District specially benefited by the Project in accordance with the provisions of the Indenture, including excess moneys transferred from the 2016 Reserve Account to the 2016 Prepayment Account of the 2016 Bond Redemption Fund resulting from such Assessment prepayments pursuant to the Indenture (for more information regarding Prepayments and the right to prepay Assessments, see “**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS—Deposit and Application of the Pledged Revenues and Prepayments**” and “**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL—Collection Procedures**” herein); or

(b) from moneys, if any, on deposit in the 2016 Accounts and Subaccounts in the 2016 Funds and Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding 2016 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; or

(c) from excess moneys transferred from the 2016 Revenue Account to the 2016 General Account of the 2016 Bond Redemption Fund in accordance with the Indenture; or

(d) following condemnation or the sale of any portion of the Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be

used to rebuild, replace or restore the taken portion of the Project to the Trustee by or on behalf of the County for deposit into the 2016 General Account of the 2016 Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the County to redeem 2016 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the County shall describe to the Trustee in writing; or

(e) following the damage or destruction of all or substantially all of the Project to such extent that, in the reasonable opinion of the County, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the County to the Trustee for deposit to the 2016 General Account of the 2016 Bond Redemption Fund which moneys shall be applied by the Issuer to redeem 2016 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least 45 days prior to such extraordinary mandatory redemption, the County shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Project would not be economical or would be impracticable; or

(f) from amounts on deposit in the 2016 Reserve Account in excess of the Debt Service Reserve Requirement for the 2016 Bonds, and transferred to the 2016 General Account of the 2016 Bond Redemption Fund in accordance with the Indenture to be used for the extraordinary mandatory redemption of the 2016 Bonds (see **“SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS—Reserve Fund”** herein); or

(g) from amounts on deposit in the 2016 Reserve Account in excess of the Debt Service Reserve Requirement for the 2016 Bonds and transferred to the 2016 Prepayment Account of the 2016 Bond Redemption Fund in accordance with the Indenture to be used, together with any Assessment prepayments on deposit in the 2016 Prepayment Account of the 2016 Bond Redemption Fund, as the case may be, for the extraordinary mandatory redemption of the 2016 Bonds (see **“SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS—Reserve Fund”** herein).

If less than all of the 2016 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee shall, except as otherwise provided in the Indenture, select the 2016 Bonds or portions of the 2016 Bonds to be redeemed by lot. The portion of 2016 Bonds to be redeemed shall be in an Authorized Denomination.

#### **Notice of Redemption**

The Trustee shall cause notice of each redemption, either in whole or in part, to be mailed at least 30 but not more than 60 days prior to the redemption or purchase date to all Owners of 2016 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the 5th day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the 2016 Bonds for which notice was duly mailed in accordance with the Indenture. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Bonds so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

#### **Additional Information Concerning the 2016 Bonds**

For additional information concerning the 2016 Bonds, see **“Appendix B—Form of the Indenture”** hereto.

## **Book-Entry System**

**The information set forth under this caption concerning DTC and DTC's book-entry system has been obtained from sources the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.**

[UPDATE] The 2016 Bonds will be issued as fully registered bonds without coupons. DTC, New York, New York, will act as securities depository for the 2016 Bonds. The 2016 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee). Once fully registered, one certificate will be issued for the 2016 Bonds. Beneficial owners of the 2016 Bonds will not receive physical delivery of 2016 Bonds.

DTC, the world's largest depository, is a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over two (2) million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market investments from over eighty-five (85) countries that Participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2016 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their transaction, but Beneficial Owners are expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2016 Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in 2016 Bonds, except in the event that use of the book-entry system for the 2016 Bonds is discontinued.

To facilitate subsequent transfers, all 2016 Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. The deposit of 2016 Bonds with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2016 Bonds, and DTC's records reflect only the identity of the Direct Participants to whose accounts such 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of 2016 Bonds may wish to ascertain that the nominee

holding the 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2016 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2016 Bonds. Under its usual procedures, DTC will mail an Omnibus Proxy to the County as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2016 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the County or the Paying Agent on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, DTC's nominee, the Paying Agent, or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the County or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2016 Bonds at any time by giving reasonable notice to the County or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, 2016 Bond certificates are required to be printed and delivered.

The County may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, 2016 Bond certificates will be printed and delivered.

**SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2016 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE 2016 BONDS OR REGISTERED OWNERS OF THE 2016 BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2016 BONDS.**

The County can make no assurances that DTC will distribute payments of principal of, Redemption Price, if any, or interest on the 2016 Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption price, if any, or interest on the 2016 Bonds or redemption notices to the Beneficial Owners of such 2016 Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The County is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the 2016 Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the 2016 Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the 2016 Bonds may want to discuss the manner of transferring or pledging their interest in the 2016 Bonds with their legal advisors.

## **SECURITY FOR AND SOURCE OF PAYMENT OF THE 2016 BONDS**

### **General**

The principal of, redemption premium, if any, and interest on the 2016 Bonds are secured equally and ratably by a first lien upon and pledge of the Trust Estate, including the Pledged Revenues, which consist of, among

other things, non-ad valorem assessments (including penalties, interest and expenses thereon) imposed and collected by the County in connection with the District pursuant to the Act (the "Assessments"). As provided in the Act, the Assessments constitute a lien on the real property in the District superior to all other liens except the liens for property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes. See "ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL" herein.

The Trust Estate also includes (i) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Series Rebate Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any other Account relating to a Series of Bonds other than the 2016 Bonds, and (ii) such other property as may be contemplated by the Indenture. *The golf course and the commercial parcel and the improvements thereon, all of which are part of the Development, are not included in the District, are not subject to the Assessments and will not be subject to sale or foreclosure in the event that the Assessments are not paid by Landowners in the District. The County Library parcel and the improvements thereon are included in the District, but are not subject to the Assessments and will not be subject to sale or foreclosure in the event that the Assessments are not paid by Landowners in the District.*

**THE 2016 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE UNDER THE INDENTURE. THE 2016 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE OF SOUTH CAROLINA ("STATE") CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2016 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. NO OWNER OF 2016 BONDS OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE COUNTY OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE OR THE 2016 BONDS.**

#### **Reserve Fund**

The Indenture establishes the 2016 Reserve Account within the Reserve Fund. The 2016 Reserve Account will, at the time of delivery of the 2016 Bonds, be funded from the proceeds of the 2016 Bonds in an amount equal to (\$\_\_\_\_\_), which is 50% of the maximum annual Debt Service Requirement for the Outstanding 2016 Bonds. See "ESTIMATED SOURCES AND USES OF BOND PROCEEDS."

Except as described below, amounts on deposit in the 2016 Reserve Account shall be used only for the purpose of making payments into the 2016 Interest Account and the 2016 Principal Account to pay debt service on the 2016 Bonds, and the 2016 Sinking Fund Account to provide for mandatory sinking fund redemption of 2016 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Accounts shall consist only of cash and Investment Securities.

On each June 1 and December 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the 2016 Reserve Account and transfer any excess therein above the Debt Service Reserve Requirement for the 2016 Bonds to be deposited to the 2016 General Account of the 2016 Bond Redemption Fund to be used for the extraordinary mandatory redemption of 2016 Bonds as described under "DESCRIPTION OF THE 2016 BONDS—Redemption Provisions—*Extraordinary Mandatory Redemption*" herein.

Notwithstanding the foregoing paragraph, in the event that the amount of proceeds of the 2016 Bonds on deposit in the 2016 Reserve Account exceeds the Debt Service Reserve Requirement with respect to the 2016 Bonds due to a decrease in the amount of 2016 Bonds that will be Outstanding as a result of an optional prepayment by the owner of a lot or parcel of land of an Assessment against such lot or parcel as provided in the Indenture, the amount to be released shall be transferred at the written direction of the County from the 2016 Reserve Account to the 2016 Prepayment Account of the 2016 Bond Redemption Fund, as a credit against the 2016 Prepayment Principal otherwise required to be made by the owner of such lot or parcel as described under **“DESCRIPTION OF THE 2016 BONDS—Redemption Provisions—Extraordinary Mandatory Redemption”** herein.

#### **Other Funds and Accounts Created Under the Indenture**

*Revenue Fund.* The Indenture establishes the Revenue Fund. Pursuant to the Indenture, the County covenants that it shall bill for the annual installment of Assessments, and evidence and certify the same to the County Treasurer or shall cause the County Auditor to certify the same on the tax roll to the County Treasurer for collection by the County Treasurer and enforcement by the County Treasurer or the County, pursuant to the Act or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on 2016 Bonds issued and Outstanding under the Indenture and all annual administrative expenses with respect to the District. The County also covenants to cause any Assessments collected or otherwise received by it to be deposited with the Trustee within 30 days after receipt thereof for deposit into the Revenue Fund (except that amounts received as prepayments of Assessments shall be designated by the County as such upon delivery to the Trustee and shall be deposited directly into the 2016 Prepayment Account of the 2016 Bond Redemption Fund, as described below). Amounts on deposit in the Revenue Fund shall be applied as described below under **“—Deposit and Application of the Pledged Revenues and Prepayments.”**

*Debt Service Fund.* The Indenture establishes the Debt Service Fund, and within such Fund there is established the 2016 Principal Account, the 2016 Sinking Fund Account and the 2016 Interest Account, within which are established the 2016 Interest Subaccount. Amounts shall be deposited in the Debt Service Fund and its various accounts and subaccounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **“—Deposit and Application of the Pledged Revenues and Prepayments.”**

*Redemption Fund.* The Indenture establishes the 2016 Bond Redemption Fund, and within such Fund there is established the 2016 General Account and a 2016 Prepayment Account. Amounts shall be deposited in the 2016 Bond Redemption Fund and its various accounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **“—Deposit and Application of the Pledged Revenues and Prepayments.”**

*Administrative Expenses Fund.* The Indenture establishes the Administrative Expenses Fund, and within such Fund there is established the 2006 Administrative Expenses Account. Amounts shall be deposited in the Administrative Expenses Fund and its various accounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **“—Deposit and Application of the Pledged Revenues and Prepayments.”**

#### **Deposit and Application of the Pledged Revenues and Prepayments**

The County shall deposit Pledged Revenues and Prepayments with the Trustee within 30 days of receipt thereof together with a written accounting setting forth the source of such Pledged Revenues and Prepayments. The Pledged Revenues shall be deposited in the Revenue Fund and the Prepayments shall be deposited in the 2016 Prepayment Account of the 2016 Bond Redemption Fund.

Moneys in the 2016 General Account of the 2016 Bond Redemption Fund (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, except for moneys received as prepayments of Assessments pursuant to the Indenture, to make such deposits into the 2016 Rebate Fund, if any, as the County may direct in accordance with the Arbitrage Certificate, such moneys thereupon to be used solely for the purposes specified in the Arbitrage

Certificate. Any moneys so transferred from the 2016 General Account of the 2016 Bond Redemption Fund to the 2016 Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for extraordinary mandatory redemption an amount of 2016 Bonds equal to the amount of money transferred to the 2016 General Account of the 2016 Bond Redemption Fund pursuant to the Indenture, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of an Authorized Officer, to call for redemption on each Interest Payment Date on which 2016 Bonds are subject to optional redemption pursuant to the Indenture such amount of 2016 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than \$5,000 principal amount of 2016 Bonds shall be called for redemption at one time.

Moneys in the 2016 Prepayment Account of the 2016 Bond Redemption Fund (including all earnings on investments held in such Prepayment Account of the 2016 Bond Redemption Fund) shall be accumulated therein to be used to the extent that the need therefor arises to call for extraordinary mandatory redemption an amount of 2016 Bonds equal to the amount of money transferred to the 2016 Prepayment Account of the 2016 Bond Redemption Fund pursuant to the Indenture, as appropriate, and as directed by the County pursuant to the Assessment Methodology and the Assessment Resolutions, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in the Indenture, as appropriate, as more fully described above under **“DESCRIPTION OF THE 2016 BONDS—Redemption Provisions—*Extraordinary Mandatory Redemption.*”**

The Trustee shall transfer from amounts on deposit in the 2016 Revenue Account of the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, there shall be deposited into the Administrative Expenses Account of the Administrative Expenses Fund the portion of the Assessments imposed and collected for the Administrative Expenses. The Trustee is authorized to pay such Administrative Expenses upon receipt of a requisition signed by an Authorized Officer;

SECOND, no later than the Business Day next preceding December 1, 20\_\_, to the 2016 Principal Account of the Debt Service Fund, an amount from the 2016 Revenue Account equal to the principal amount of 2016 Bonds Outstanding maturing on December 1, 20\_\_, if any, less any amounts on deposit in the 2016 Principal Account not previously credited;

THIRD, upon receipt but no later than the Business Day next preceding each December 1 thereafter to the 2016 Interest Subaccount of the Debt Service Fund, an amount from the 2016 Revenue Account equal to the interest on the 2016 Bonds becoming due on the next succeeding December 1, less any amount on deposit in the 2016 Interest Subaccount not previously credited;

FOURTH, no later than the Business Day next preceding each December 1, commencing December 1, 20\_\_, to the 2016 Sinking Fund Account of the Debt Service Fund, an amount from the 2016 Revenue Account equal to the principal amount of 2016 Bonds subject to sinking fund redemption on such December 1, less any amount on deposit in the 2016 Sinking Fund Account not previously credited;

FIFTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while 2016 Bonds remain Outstanding, to Series 2016 Reserve Account, an amount from the 2016 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Debt Service Reserve Requirement for the Series 2016 Bonds; and

SIXTH, subject to the following paragraph the balance of any moneys remaining after making the foregoing deposits shall remain therein.

The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the County, withdraw any moneys held for the credit of the 2016 Revenue Account which are not

otherwise required to be deposited pursuant to the Indenture and deposit such moneys as directed, to the credit of the 2016 General Account of the 2016 Bond Redemption Fund as determined by the County in accordance with the provisions of the Indenture. Assessment prepayments shall be deposited directly into the 2016 Prepayment Account of the 2016 Bond Redemption Fund as provided in the Indenture.

### **Investments**

Earnings on investments in all of the Funds and Accounts held as security for the 2016 Bonds shall be invested only in Investment Securities.

Earnings on investments in the 2016 Principal Account and the 2016 Sinking Fund Account shall be deposited, as realized, to the credit of the 2016 Interest Account and used for the purpose of such Account.

As long as there exists no default under the Indenture and the amount in the 2016 Reserve Account is not reduced below the then applicable Debt Service Reserve Requirement with respect to the 2016 Bonds, earnings on investments in the 2016 Reserve Account shall be transferred to the related 2016 Revenue Account of the Revenue Fund. Otherwise, earnings on investments in the 2016 Reserve Account shall be retained therein until applied as set forth in the Indenture.

See “**Appendix B—Form of the Indenture**” for more information regarding investments and valuation of investments under the Indenture.

### **Certain Covenants of the County**

Pursuant to the Indenture the County has additionally covenanted:

(i) to not issue or incur any obligations payable from the proceeds of Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments other than the pledge of the Trust Estate under the Indenture; and

(ii) to not make or direct the making of any investment or other use of the proceeds of any 2016 Bonds which would cause the 2016 Bonds to be “arbitrage bonds” as that term is defined in Section 148 (or any successor provision thereto) of the Code and or “private activity bonds” as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of the 2016 Bonds.

## **ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL**

### **General**

In accordance with the Act, the County previously adopted proceedings to fund the costs of financing the Project through the issuance of the 2006 Bonds and the imposition and collection of the Assessments. An Assessment Roll was prepared, and notice was given to the Owners of real property in the District at its creation. As provided in the Act, the Assessments constitute a lien on the real property in the District superior to all other liens except the liens for property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes. The total ad valorem tax rate on real property in the District for the fiscal year ending June 30, 2017 is \_\_\_ mills.

The methodology for setting, imposing and collecting the Assessments is more fully set forth in the Rate Study attached hereto as part of **Appendix A**, which was prepared by MuniCap and approved by the Council in 2006. A brief summary of the Rate Study follows.

Within the limits of the Rate Study, the County may adjust the Assessments levied on all property within the District to provide an amount required to pay debt service on the 2016 Bonds and to pay all annual

administrative expenses. However, the amount of the Assessments that may be levied against a particular parcel within the District is subject to the amount of the Assessments provided in the Rate Study approved by the County.

The County has approved MuniCap to serve as the assessment administrator for the District. In this capacity, MuniCap has advised and will continue to advise the County in the preparation of the Assessment Roll required under the Act, and will assist the County with the administration of the District. MuniCap is a public finance consulting firm located in Columbia, Maryland, with a specialized practice providing services related to the formation and administration of special districts. These services include the preparation of tax increment projections and special assessment methodologies, calculation of annual special assessment levies, and continuing disclosure and financial services related to the administration of tax increment and special assessment districts. In addition, MuniCap currently provides administration services to special assessment districts in several states.

The Assessments in an aggregate amount necessary to pay debt service on the 2016 Bonds and the annual administrative expenses of the District will be levied and collected on all the real property in the District. Pledged Revenues include the proceeds, if any, from any foreclosure actions brought following a delinquency in the payment of Assessments by any Landowner. Each year, commencing with the year ending December 31, 2006, MuniCap (or its successor as the administrator of the Assessment Roll) has calculated and will continue to calculate and the Council will confirm the Assessment due on each parcel of real property in the District.

#### **Rate and Method of Apportionment of Assessments**

The Assessments are imposed upon each parcel of property within the District that does not constitute a public improvement in accordance with and as described in the Rate Study attached hereto as **Appendix A**. Each Landowner in the District pays an annual Assessment estimated not to exceed \$\_\_\_\_\_. The Rate Study describes in detail how the Assessments are set and allocated among the various parcels and the particular benefits received by each Landowner from the public improvements to be provided in the District.

#### **Collection Procedures**

The Assessments have been and will continue to be collected annually for a term that began in 2006 and extends through 2036. The annual amount of the Assessments include all debt service requirements for the 2016 Bonds and budgeted administrative expenses for a particular year. Assessments will be collected in the same manner and at the same time as regular property taxes of the County are collected. In the event a Landowner fails to pay any Assessment when due, the Assessments shall be subject to the same penalties, procedures and sale as are provided in the case of delinquencies for regular real property taxes of the County.

By South Carolina law, the amount assessed constitutes a lien against the property superior to all other liens except property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes. Any Landowner may elect, at any time, to prepay the entire amount of the Assessment then due with respect to such owner's property. In such event and in accordance with the Rate Study, the Landowner will pay an amount that will be sufficient to retire that portion of any 2016 Bonds (at a price of par plus accrued interest to the date of payment), less credits for reserves.

Taxes and assessments under the Act are billed by the County Treasurer on a single bill. The Treasurer prepares the bills upon receipt of the tax duplicates from the County Auditor. The Auditor prepares the tax duplicates from information from various sources, including information that the Auditor will receive from MuniCap on behalf of the County for the annual Assessments to be billed. The Auditor prepares tax duplicates indicating the taxes and assessments on each parcel of property and taxable personal property and provides a copy of the duplicates to the Treasurer. The goal is to have the tax duplicates prepared by September 1 of each year; however, in light of the number of entities which must provide information to the Auditor and the dependency of some of this information on actions by other governmental entities, sometimes the tax duplicates are delayed. Ordinarily, however, tax duplicates are prepared and notices of taxes due are mailed by the Treasurer to each property owner around the first of October of each year and are due and payable until the following January 15.

Taxes and assessments are paid to the County Treasurer. The Treasurer will not accept partial payment, so that a taxpayer must either pay the entire amount due (including the Assessments) or be delinquent. Taxes and assessments are considered paid currently if paid by the later of January 15 or the 30<sup>th</sup> day after tax notices are mailed. In the event taxes and assessments are not timely paid, there are penalties as set forth below:

<u>Date Payment Received</u>	<u>Penalty</u>	<u>Cumulative Penalty</u>
On or before the due date	none	--
After due date but before February 2	3%	3%
February 2 but before March 17	7%	10%
March 17 and thereafter	5%	15%

Penalties are added to the tax duplicate by the Auditor and are to be collected by the Treasurer. If payment is not received before March 17, the County Treasurer is required to issue a tax execution to the County Tax Collector.

**Delinquencies; Enforcement; Foreclosure**

If the owner of any lot or parcel of land shall be delinquent in the payment of any tax or assessment, including the Assessments, then the County Treasurer will move, as provided by law, to collect delinquent taxes, assessments, including the Assessments, penalties, and costs for their collection. The County has covenanted in the Indenture to furnish, at its expense, to the Trustee and any Owner of 2016 Bonds so requesting, [within 45 days of the request], a list of all delinquent Assessments and a list of foreclosure actions currently in progress and the current status of such delinquent Assessments.

Collection of delinquent Assessments shall be accomplished pursuant to the provisions of law which provide for an execution and sale of the property against which the taxes and Assessments are delinquent. Upon receipt of notice from the County Treasurer of any execution, the County Tax Collector is required to proceed on April 1 or as soon thereafter as practicable to mail a notice of delinquent taxes, penalties, assessments, including the Assessments, and costs to the defaulting taxpayer and any grantee of record at the best address available stating that if taxes, penalties, assessments and costs are not paid the property will be advertised and sold to satisfy the delinquency. The County Tax Collector first sends a reminder notice by regular mail on or about April 1. If payment is not made 30 days after the mailing of the reminder notice, then the County Tax Collector sends a second notice by certified mail, return receipt, to the taxpayer and any grantee of record. If taxes remain unpaid six weeks thereafter, the County Tax Collector will take exclusive possession of so much of the current owner of record's property as is necessary to satisfy the payment of the taxes, assessments, including the Assessments, penalties and costs. Possession of real property is taken by mailing a notice of the delinquency to the delinquent taxpayer and any grantee of record by certified mail, return receipt requested-restricted delivery. Such notice shall specify that if the delinquency is not paid before a subsequent sales date, the property will be duly advertised and sold. If the certified mail notice is returned, the notice is effected by posting at one or more conspicuous places on the premises stating that such property has been seized and is to be sold for delinquent taxes. Notice of the sale of real property is provided by advertisement in a newspaper of general circulation within the County once a week for three consecutive weeks prior to the legal sales date. The regular sales date is the first Monday in each month or the following Tuesday if such Monday is a legal holiday. Set forth below is a schedule of when the Assessments might be collected through the enforcement process, though there is no assurance that this schedule will be adhered to in connection with the enforcement and collection of delinquent Assessments:

<u>Not earlier than</u>	<u>Action</u>	<u>Consequence</u>
March 17	Taxes, assessments and penalties go into execution	Costs of enforcement began to accrue
April 1	Tax Collector mails reminder notice of delinquency	
May 1	Tax Collector mails notice of delinquency by certified mail to initiate sale process	Starts 30 day period after which sale can be made
June 15	Tax Collector takes possession by mailed notice; if notice returned, takes possession by posting notice	Notice of Levy
September	Notice of sale published once a week for three weeks	Condition to sale
First Monday in October	Sale	Payment due at sale; minimum bid entered by Forfeited Land Commission

Several things can happen that might delay the foregoing schedule, but the process should be completed and a sale conducted on the first Monday in October following nonpayment. It is possible, however that sales relating to delinquencies for properties located in the District would not be held on the same date and such sales may take place on the first Monday of November or December following nonpayment.

If any property shall be offered for sale for the nonpayment of any Assessment and no person or persons shall purchase such property for an amount equal to the full amount due on such property, such property shall then be purchased by the Forfeited Land Commission in accordance with the bid of such Forfeited Land Commission submitted as provided by law. The statutes governing foreclosure in tax sales provide that the bid to be submitted by the Forfeited Land Commission shall be in an amount equal to all unpaid property taxes, penalties, assessments and costs. If purchased by the Forfeited Land Commission, the Forfeited Land Commission may subsequently sell such property with the proceeds of any such sale to be turned over to the County Treasurer and distributed as provided by law. Pursuant to the Indenture, the County shall direct the County Treasurer to deposit any legally available net proceeds of such sale allocable to Assessments into the Revenue Fund. The County has agreed that it will promptly pursue the measures provided by law for sale of property acquired by it for the benefit of the 2016 Bondholders. See **“BOND OWNERS’ RISKS—Potential Delay and Limitations in Foreclosure Proceedings.”**

If any property in the District shall be purchased by the Forfeited Land Commission, under existing law, any Assessment imposed upon the property will continue to apply and accrue upon such property, because neither the Forfeited Land Commission nor any other tax-exempt owner of property in the District has been excluded under the Act from the obligation to pay assessments levied thereunder. The Supreme Court of South Carolina recently has affirmed the ruling of a Charleston County Circuit Court that the owner of property located in a municipal improvement district, which owner was otherwise exempt from property taxes, was properly subjected to an assessment under the Municipal Improvement Act, S.C. CODE ANN. § 5-37-40(b) (the “Municipal Improvement Act”). *German Evangelical Lutheran Church of Charleston, S.C. v. City of Charleston*, 352 S.C. 600; 576 S.E.2d 150; 2003 S.C. Lexis 1 (2003). In that case, the circuit court had previously ruled that the Municipal Improvement Act’s exclusion of certain other tax-exempt property from the improvement district and the assessments imposed under such act showed a legislative intent that the remaining tax-exempt land owners, not explicitly excluded, were to be included in the municipal improvement district and subject to the assessments imposed upon the property owners therein. *Id.* Investors should note that the 2016 Bonds were authorized under the Act and not the Municipal Improvement Act, so no assurances can be given that a court would reach a similar conclusion with respect to the Assessments.

## **BOND OWNERS' RISKS**

### **Risk Factors**

The following is a discussion of certain risks which should be considered, in addition to other matters set forth herein, in evaluating an investment in the 2016 Bonds. This discussion does not purport to be comprehensive or definitive; rather, it is meant to draw attention to some, though not necessarily all of the risks that may be peculiar to obligations such as the 2016 Bonds. Each potential investor is expected and encouraged to make its own independent evaluation of the merits of acquiring and holding the 2016 Bonds. The occurrence of any of the events discussed herein could adversely affect the ability or willingness of the Landowners to pay the Assessments when due. Any failure to pay Assessments could result in the inability to make full and punctual payments of debt service on the 2016 Bonds and a default under the Indenture. In addition, the occurrence of any of the events discussed herein could adversely affect the value of the property in the District, which could, in turn, adversely affect the ability of the County to realize proceeds in a foreclosure action against the property to recover delinquent Assessments.

### **Limitations on Collectability of Assets**

Market conditions such as competition with other competitive developments or adverse changes in general economic conditions may limit the ability of the Landowners to pay the Assessments. The legal obligation to pay the Assessments rests with the Landowners. As a result, no assurance can be given that the Landowners will continue to pay the Assessments in the future or that they will be able to pay such Assessments on a timely basis. In addition, the remedies available to the Owners of the 2016 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the 2016 Bonds, including, without limitation, enforcement of the obligation to pay Assessments and the ability of the County to foreclose the lien of such Assessments may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2016 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available respecting 2016 Bonds could have a material adverse impact on the interest of the owners of the 2016 Bonds.

### **Timely Payment of Assessments**

The timely payment of the 2016 Bonds depends on the willingness and ability of the Landowners to pay Assessments when due. Failure of Landowners to pay Assessments when due could result in the rapid, total depletion of the 2016 Reserve Account established for the 2016 Bonds and a default in payments of the principal of, and interest on, the 2016 Bonds.

### **Value of Real Property**

Prospective purchasers of the 2016 Bonds should not assume that the real property within the District could be sold for an amount sufficient to fund delinquent Assessments and/or ad valorem taxes.

### **Assessment Delinquencies**

Timely payment of debt service on the 2016 Bonds is dependent upon timely receipt of the Assessments. Under provisions of the Act, the Assessments, from which funds necessary for the payment of principal of, and interest on, the 2016 Bonds are derived, are contained within a single bill from the County Auditor which also includes the ad valorem taxes then due on the related parcel within the District. Such Assessments are due and payable and bear the same penalties for non-payment as do regular ad valorem property tax installments. The unwillingness or inability of Landowners to pay any portion of the amounts due with respect to taxes and assessments that relate to a parcel within the District could result in a foreclosure action being taken by the County.

In the event that sales or foreclosures of property are necessary, and if the 2016 Reserve Account is depleted, there could be a delay in payments to owners of the 2016 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the County of the proceeds of sale.

See **“ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL—Delinquencies; Enforcement; Foreclosure,”** for a discussion of the provisions which apply, and procedures which the County is obligated to follow in the event of delinquencies in the payment of Assessments. See **“—Potential Delay and Limitations in Foreclosure Proceedings”** and **“—Bankruptcy”** below, for a discussion of limitations on the County’s ability to foreclose on the lien of the Assessments in certain circumstances.

### **Potential Delay and Limitations in Foreclosure Proceedings**

In the event that any installment of Assessments or the payment of County real estate taxes is delinquent on March 17 of the year in which Assessments and County real estate taxes shall have become due, the County is authorized to initiate enforced collection procedures against the owner of record of the property. These procedures culminate in a sale, which should take place on the first Monday in October of the year in which such sums are due. The process of enforced collection and sale may be subject to delays for various reasons and potential investors should be aware that many of the reasons for delay are beyond the control of the County. See **“ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL—Delinquencies; Enforcement; Foreclosure.”**

Delays and uncertainties in the enforced collection process create significant risks for owners of the 2016 Bonds. High rates of delinquency of Assessments or real estate tax payments that continue during the pendency of such proceedings could result in the rapid, total depletion of the 2016 Reserve Account. In that event, there could be a default in payments of the principal of, and interest on, the 2016 Bonds.

The payment of the Assessments and the ability of the County to effect a sale to force collection of delinquent unpaid Assessments pursuant to its covenant to enforce collection may also be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. See **“ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL—Collection Procedures,”** and **“BOND OWNERS’ RISKS—Limitations on Collectability of Assets”** above and **“—Bankruptcy”** below.

The ability of the County to effect a sale with respect to the lien of a delinquent unpaid Assessment also may be limited with regard to properties in which the FDIC may acquire an interest. The FDIC currently does not have an interest in the land within the District. However, if a lender takes a security interest in the subject property and becomes insolvent, such a lender could fall under the jurisdiction of the FDIC, in which case FDIC policies regarding the payment of state and local property taxes, including real estate taxes and assessments, may apply and such policies may include a requirement that the County obtain the consent of the FDIC prior to foreclosing on the lien of special taxes, which may affect the ability of the County to complete such a sale in a timely fashion.

No assurances can be given that the real property subject to sale will be sold; or that property acquired by the Forfeited Land Commission in connection with a sale will be resold; or, if sold or resold, that the proceeds of such a sale will be sufficient to pay any delinquent Assessments. As provided in the Act, assessments (such as the Assessments) constitute a lien on real property superior to all other liens except the liens for property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for assessments (such as the Assessments) and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for assessments (such as the Assessments) is either at the same level of priority as, or is subordinate only to, the liens for property taxes. If the 2016 Reserve Account is depleted and delinquencies in the payment of Assessments exist, there could be a default or delay in payments of debt service on the 2016 Bonds pending prosecution of foreclosure proceedings and receipt by the County of foreclosure sale proceeds, if any. There can therefore be no assurance that the Assessments will at all times be sufficient to pay debt service on the 2016 Bonds.

## **Bankruptcy**

Although a bankruptcy proceeding would not cause the Assessments to become extinguished, the amount and priority of any Assessment could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of a Landowner could result in a delay in foreclosure proceedings. Such delay could increase the likelihood of a delay or default in the payment of debt service on the 2016 Bonds.

## **Exempt Properties**

The Rate Study requires that Assessments shall not be levied on Non-Benefited Property (as defined in the Rate Study). If for any reason any parcel of the property subject to Assessments becomes exempt from taxation by reason of transfer to or ownership by a non-taxable entity such as the federal, state or local government or another public agency, subject to ad valorem taxes and Assessments being paid current at the time of the transfer, the Rate Study does not reallocate Assessments to the remaining taxable parcels within the District. If the transfer occurs by reason of condemnation proceedings, the laws of the State require the application of condemnation proceeds, if any, to the payment of ad valorem taxes and assessments related to such property. The amount received as a result of such proceeding may not be sufficient to pay the Assessment upon such parcel. In the case of the public dedication, gift or transfer without consideration of a parcel, there may be no mechanism for collecting the Assessment on such parcel once it becomes Non-Benefited Property. The Rate Study provides that when a parcel is subdivided into additional parcels, and a subdivided parcel becomes Non-Benefited Property, the Assessment with respect to that parcel may be collected from the other subdivided parcels which remain taxable property. The Rate Study also provides that prepayment of the Assessment is required when a taxable parcel is acquired by an entity which results in such parcel being reclassified as Non-Benefited Property.

If a substantial portion of land within the District became exempt from Assessments because of public ownership or otherwise, the amount of the Assessments which could be levied upon the remaining property might not be sufficient to pay principal of and interest on the 2016 Bonds when due.

## **Insufficiency of Assessments**

Within the limits of the Rate Study, the County may adjust the annual Assessment amounts billed to all property within the District to provide an amount required to pay debt service on the 2016 Bonds and to pay all annual administrative expenses. However, the total amount of the Assessments that have been levied against a particular parcel within the District is subject to the amount of the Assessments provided in the latest Assessment Roll approved by the County. There is no assurance that the amount of the Assessments will at all times be sufficient to pay the amounts required to be paid by the Indenture. For example, delays in collection or foreclosure of Assessments could result in insufficient funds being available to pay timely debt service on the 2016 Bonds after depletion of the 2016 Reserve Account. There is no provision in the Act, the Bond Ordinance or the ordinance creating the District for the levy of additional Assessments (above the amount on the latest Assessment Roll) to replenish the 2016 Reserve Account in the event of delays in collection or foreclosure.

See “ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL—Delinquencies; Enforcement; Foreclosure” above and the subsection “—Potential Delay and Limitations in Foreclosure Proceedings” above under this heading.

## **Disclosure to Future Property Purchasers**

There is no provision in the Act that requires a notice to future purchasers other than the record notice provided in connection with the establishment of the District. There can be no guarantee that title companies will refer to such record notices in title reports or that a prospective purchaser or lender will consider, or receive notice, of such Assessment obligation in the purchase of a parcel within the District or the lending of money thereon. Any failure on the part of a prospective lender or purchaser to determine the existence of the Assessments may affect the willingness and ability of such future owner to pay the Assessments when due.

### **No Acceleration Provision**

The Indenture contains no provision for the acceleration of the 2016 Bonds in the event of a payment default or other default under the terms of the 2016 Bonds or the Indenture. The ultimate source of recovery in the event of a default of payment of Assessments is the foreclosure provision described under **“ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL—Delinquencies; Enforcement; Foreclosure.”**

### **Illiquidity of 2016 Bonds and Limited Secondary Market**

The 2016 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the 2016 Bonds in the event an owner of 2016 Bonds determines to solicit purchasers of the 2016 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the 2016 Bonds may be sold. Such price may be lower than that paid by the then 2016 Bondholder, depending on existing market conditions and other factors. Although the County has committed to provide certain financial and other information with respect to the District as set forth in **Appendix D** hereto, there can be no assurance that such information will be available to owners of the 2016 Bonds on a timely basis. See **“CONTINUING DISCLOSURE”** herein. The failure to provide the required financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

### **Loss of Tax Exemption**

As discussed under the caption **“TAX TREATMENT,”** the interest on the 2016 Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the 2016 Bonds as a result of a failure of the County to comply with certain provisions of the Code. Should such event of taxability occur, the 2016 Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption, extraordinary redemption or mandatory sinking fund redemption provisions (as applicable) of the Indenture.

### **Other Assessments and Taxes**

The willingness and/or ability of a Landowner to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the County or any other local special purpose or general purpose governmental entities. Public entities whose boundaries overlap those of the District, including the Lancaster County Water and Sewer District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District.

By enactment of Ordinance No. 633, as amended by Ordinance No. 687, the Council established the Sun City Carolina Lakes Special Tax District (“Special Tax District”). The Special Tax District consists of the property included in the Development. The purpose of the Special Tax District is to provide a funding mechanism through the imposition of a uniform service charge for the provision of fire protection and emergency medical services at a level over and above the level provided outside of the Special Tax District. The maximum level of the annual uniform service charge is set at ninety dollars (\$90.00) per equivalent residential unit (“ERU”) and is set initially at seventy-five dollars (\$75.00) per ERU. The exact ERU amount is set annually by the Council. One dwelling unit equals one ERU and for structures other than dwellings, one ERU is equal to each 2500 square feet or fraction thereof. The uniform service charge is not imposed on undeveloped property. Imposition and collection of the uniform service charge began with the inclusion of the uniform service charge on the fall 2006 property tax bills (after the issuance of the 2006 Bonds).

### **Legislative Initiatives**

**[Update for 2016-17?]** [From time to time, the South Carolina General Assembly, the legislature for the State, may consider several bills and proposed constitutional amendments that could affect local ad valorem

property taxes and could reduce significantly the amount of ad valorem taxes that may be payable for property in the Development. To offset the revenue reductions, these proposals are sometimes joined with proposed changes in the state-wide sales taxes that are projected to provide additional revenues by increasing the rate of sales taxation. The Assessments are not ad valorem property taxes and none of this type of legislation would affect the Assessments directly. Most of these types of proposals involve a reduction in the amount of ad valorem property taxes payable on owner-occupied residences. Accordingly, in the local market in Lancaster County, the effects would be neutral as to competing developments and, to the extent the Development competes with similar projects outside of South Carolina, the effect would be to make the cost of ownership in the Development lower. Of course, it is impossible to predict whether any of these types of proposals would be enacted, what form they would take and when they might become effective.]

This section does not purport to summarize all risks that may be associated with purchasing or owning the 2016 Bonds and prospective purchasers are advised to read this Official Statement in its entirety for a more complete description of investment considerations relating to the 2016 Bonds.

### **PLAN OF REFUNDING**

A portion of the proceeds derived from the sale of the 2016 Bonds will be used by the County to currently refund the outstanding 2006 Bonds on the date of issuance of the 2016 Bonds.

### **ESTIMATED SOURCES AND USES OF BOND PROCEEDS**

#### **Sources of Funds**

Principal Amount of 2016 Bonds

**Total Sources**

#### **Use of Funds**

Refunding of 2006 Bonds

Deposit to 2016 Reserve Account

Costs of Issuance

Underwriter's Discount

**Total Uses**

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## DEBT SERVICE REQUIREMENTS

The following table sets forth the scheduled debt service on the 2016 Bonds.

<u>Year Ending December 31</u>	<u>Amortization Installment</u>	<u>Interest</u>	<u>Total Debt Service</u>
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
Total			

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## THE DEVELOPMENT

*The information appearing herein under the captions the "THE DEVELOPMENT" has been furnished by the County for use in this Official Statement and, although believed to be reliable, such information has not been independently verified by the Underwriter or its counsel or Bond Counsel, and no persons other than the County make any representation or warranty as to the accuracy or completeness or such information supplied by it.*

### General

Sun City Carolina Lakes (the "Development") is a master-planned, mixed-use, age-restricted (55 and over), active adult development on approximately [1,230] acres south of Charlotte, North Carolina, in the northwestern portion of the County. The Development is located in the Town of Indian Land, Lancaster County, South Carolina, on the northwest corner of the intersection of U.S. Highway 521 and Van Wyck Road and extends westward to the Catawba River, southward along Van Wyck Road and northward along U.S. Highway 521 past Jim Wilson Road. The Development is approximately 23 miles south of downtown Charlotte, North Carolina, approximately 17 miles from Charlotte-Douglas International Airport and approximately 8 miles from Interstate 485, the outer beltway around Charlotte.

Currently, the Development consists of 3,076 single-family detached homes and attached villa units and 78 carriage homes, all of which have been purchased by homeowners. There are eight remaining lots available for purchase by prospective homeowners, all of which are still owned by the Developer. [Describe plans for sale of remaining lots?].

The Development includes an 18-hole golf course and other country club-style amenities, approximately 200,000 square feet of commercial development across [25] acres, consisting of retail, restaurant and/or support services, including a grocery store, a bank and a pharmacy for residents in the community and the County Library, located on a two acre parcel adjacent to the commercial development. The Development offers an extensive array of amenities specifically tailored to the active adult, including ten fishing lakes, a kayak and canoe center at the river, lake and golf course views, fitness centers, walking trails, tennis courts, an outdoor pool and an outdoor pavilion. See "**Amenities**" below for a description of the golf course. For more information related to the commercial development, see "**Commercial Development**" below.

*The golf course and the commercial land and improvements located thereon are not included in the District, are not subject to the Assessments (as such term is defined herein) and will not be subject to sale or foreclosure in the event that the Assessments are not paid by Landowners in the District.*

*The County Library is located within the District, but the County Library and improvements are not subject to the Assessments and will not be subject to sale or foreclosure in the event that the Assessments are not paid by Landowners in the District.*

**The Project Financed with the 2006 Bonds**

A portion of the proceeds of the 2006 Bonds was used to finance the design, construction and/or acquisition of certain infrastructure improvements, including, without limitation, on-site and offsite roadway improvements, water and sewer improvements, stormwater management improvements, and electrical, natural gas, telephone and cable television improvements, all to benefit the Development. In addition, the County used proceeds of the 2006 Bonds to construct and furnish a public library (the "County Library") on land donated to the County by the Developer. The infrastructure improvements described above and the County Library are collectively referred to herein as the "Project." The total costs associated with the Project paid for out of proceeds of the 2006 Bonds were approximately \$16,000,000, and all remaining amounts, consisting of approximately \$44,000,000, were paid for by the Developer. The portion of the Project paid for with the proceeds of the 2006 Bonds was completed on \_\_\_\_\_, 20\_\_.

**Status of Development**

The following tables set forth (1) information regarding the status of ownership and assessed valuation of property in the District and information regarding per parcel Assessments in the District.

	Ownership <sup>1</sup>		Lancaster County Tax Assessor Valuation <sup>2</sup>	
	Parcels of Real Property	% of Total Parcels	Appraised Value	Average Appraised Value
<b>Owned by individual property owners (excludes the Developer)</b>				
Single family home and villa parcels	3,076	97.22%	\$1,021,757,020	\$332,171
"Carriage home" parcels	78	2.47%	\$17,758,800	\$227,677
	<b>3,154</b>	<b>99.68%</b>	<b>\$1,039,515,820</b>	<b>\$329,586</b>
<b>Owned by the Developer or Sun City Community Association</b>				
Single family home parcels <sup>3</sup>	8	0.25%	\$197,640	\$24,705
Community association parcels <sup>4</sup>	2	0.06%	\$1,144,000	\$572,000
	10	0.32%	\$1,341,640	\$134,164
<b>Total</b>	<b>3,164</b>	<b>100.00%</b>	<b>\$1,040,857,460</b>	<b>\$328,969</b>

<sup>1</sup>Ownership data provided by the County on September 22, 2016.

<sup>2</sup>Taxable value data as of January 1, 2016, as provided by the County on September 22, 2016. In general, homes without a certificate of occupancy as of December 31, 2015 are valued solely on land value (thus the value of incomplete homes is excluded).

<sup>3</sup>All eight parcels are valued solely on land value (no building value is included as of yet on these parcels).

<sup>4</sup>Reflects one parcel owned by the Sun City Community Association and one parcel owned by Pulte on which no further vertical development is expected.



Estimated Assessment on each Parcel <sup>1</sup>	Estimated Principal Portion of Assessment for each Parcel <sup>2</sup>	Estimated Annual Assessment Fee for each Parcel <sup>3</sup>	Average Taxable Value per Parcel <sup>4</sup>	Estimated Principal Portion of Assessment as a % of Average Taxable Value	Estimated Annual Assessment Fee as a % of Average Taxable Value
\$7,500	\$4,100	\$350	\$329,586	1.24%	0.11%

<sup>1</sup>Excludes annual assessment fee billed for the 2016-2017 Assessment Year and assumes adjustment for 2016 refunding.

<sup>2</sup>Excludes annual assessment fee billed for the 2016-2017 Assessment Year and assumes adjustment for 2016 refunding.

<sup>3</sup>Assumes 2016 refunding occurs.

<sup>4</sup>Based on information provided by Lancaster County Assessor's office on September 16, 2016, reflecting taxable values as of January 1, 2016 as established by the Lancaster County Assessor's office.

**Value to Lien and Collection History**

[To be provided]

**Top Ten Taxpayers in District**

[To be provided]

**Commercial Development**

[To be updated] The Development includes an approximately 200,000 square-foot commercial development across [25] acres, consisting of retail, restaurant and/or support services for residents in the community. The commercial development includes a grocery store, a pharmacy, a bank branch, medical offices and various retail establishments and restaurants catering primarily to the residents of the Development. The entire 25 acre commercial portion of the Development is owned by Real Estate Development Partners, LLC ("REDP"), a local commercial developer.

**Amenities**

[To be updated] The Development offers a combination of indoor and outdoor amenities specifically tailored to the active adult, including the County Library, a 35,000 square-foot community center, ten fishing lakes, a kayak and canoe center on the Catawba River, a fitness center, walking trails, tennis courts, bocce courts, a horseshoe pit, a basketball court, a volleyball court, an outdoor pool and an outdoor pavilion as well as lake and golf course views from many residential units. The amenities incorporate provisions for wellness/fitness, lifelong learning and social and support facilities.

An 18-hole golf course winds through the residential pods of the Development, but is not part of the Development's amenity package. The golf course property, consisting of approximately [225] acres of land winding through the Development, was conveyed by the Developer to Carolina Lakes Golf Club, LLC, a North Carolina limited liability company (the "Golf Course Owner") who owns and operates the golf course. The golf course is operated as a semi-private golf club and includes a membership program affording every resident of the Development the right to acquire a membership in the golf club, with all of its attendant rights, privileges, obligations and liabilities, subject to the terms and conditions of the membership program. No resident of the Development may be denied membership due to capacity limitations. The membership program permits the golf club to offer memberships to individuals who are not residents of the Development, so long as capacity exists. The membership program also provides resident members with priority rights with respect to tee times and discounted

green and cart rental fees. [The Developer maintains the right to approve the membership program and any modifications to the program until the earliest to occur of (i) termination of its agreement with the Golf Course Owner, (ii) the sale of all residential lots in the Development, or (iii) the sale of its entire interest in the Development.]

### **Utilities**

Public water service and sanitary sewage treatment is provided by Lancaster County Water and Sewer District ("LCWASD") through water storage and delivery systems and sewage treatment facilities, including a sanitary sewer lift station site. Duke Power furnishes underground electric service for the Development and provides the power required to run the sewage pumps at the sanitary sewer lift station. Lancaster County Natural Gas Authority is the retail provider of natural gas for the Development, and Comporium Communications is responsible for providing the telephone and cable television service for the Development.

### **Development Agreement**

The Development is subject to a Development Agreement among the Developer, the Golf Course Owner, REDP and the County dated as of December 7, 2005 (the "Development Agreement"). The term of the Development Agreement is 20 years. The Development Agreement (i) provides that a development schedule, which estimates generally the timing of development by zoning category, (ii) describes the permitted uses of the real property, including general commercial, general residential and office, institutional and residential, (iii) describes the facilities that the Developer agreed to cause to be constructed, including (1) roadway system improvements consisting of streets, curbs, gutters, bridges, intersection improvements, right-of-way improvements, street lighting, landscaping, signage and signalization including the construction of Sun City and Del Webb Boulevards; (2) entrance and intersection improvements, as required by the South Carolina Department of Transportation, to U.S. 521 and Van Wyck Road; (3) a sanitary sewer system consisting of force mains, gravity mains, a pump station, easements, and related facilities; (4) a water system consisting of appropriately sized water mains, valves, joints, fire hydrants, easements, and related facilities; (5) a stormwater drainage system; [all of which have been completed,] and (6) other public improvements as allowed under the terms of the Act and as may be acceptable to the Developer and approved by the County, (iv) details the services for which the County will and will not be responsible, (v) lists certain charges and fees for which the Developer is responsible, including a contribution for public safety services, (vi) provides for certain protections of the environment, and (vii) limits the applicability of future County laws, ordinances and regulations including, but not limited to, moratoria and other provisions which could prevent or limit the rate of development under certain circumstances.

The County planning director is obligated to review compliance with the Development Agreement by the Developer. If, as a result of any such review, the County planning director finds and determines that the Developer has committed a material breach of the terms or conditions of the Development Agreement, the County planning director will notify the Developer of such material breach in writing and give the Developer a reasonable time to cure such breach. If the Developer fails to cure such material breach and is not proceeding expeditiously and with diligence to cure such breach within a reasonable time, then the Council may terminate or modify the Development Agreement; provided that the County may not terminate or modify the Development Agreement without providing the Developer the opportunity to cure or rebut the finding and determination by the County planning director or to consent to amend the Development Agreement to meet the concerns of the Council with respect to such findings and determinations. The Development Agreement is recorded against the real property and runs with such land, and the development rights with respect to the real property are vested with the Developer as of the date of execution thereof. A copy of the Development Agreement can be obtained from the Underwriter. See "SUITABILITY FOR INVESTMENT" herein.

### **Competition**

[To be provided]

### **Demographics**

[To be provided]

### **Additional Property**

[To be added to the Development] After the date of issuance of the 2006 Bonds, the Developer purchased an additional 330 acres of property, known as "Turkey Point," located adjacent to the Development site. Pursuant to ordinance number \_\_\_\_\_, enacted by the Council on \_\_\_\_\_, 20\_\_, the County amended the boundaries of the District to include Turkey Point. In connection with the addition of Turkey Point to the District, the Developer financed certain infrastructure improvements to the Turkey Point area, but did not use bonds issued by the County to do so. Lots in the Turkey Point portion of the District are subject to the Assessments and the Rate Study has been amended accordingly, and the annual Assessment per unit remained the same.]

## **TAX TREATMENT**

[To be updated by Bond Counsel]

### **Opinion of Bond Counsel**

In the opinion of McNair Law Firm, P.A., Columbia, South Carolina, bond counsel, under existing laws, regulation, rulings, and judicial decisions, and assuming compliance by the County with certain covenants, (i) the interest on the 2016 Bonds is excludable from gross income for purposes of federal income taxation, except as discussed below, and (ii) the 2016 Bonds and the interest thereon are exempt from all taxation in the State of South Carolina, except for inheritance, estate, transfer, and certain franchise taxes. The form of bond counsel opinion is attached hereto as **APPENDIX C**.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes on the issuers of tax-exempt bonds certain requirements with respect to the proper expenditure of proceeds of the sale of tax-exempt bonds and requires continuing compliance by an issuer of tax-exempt obligations to preserve the tax-exempt status of such obligations. The County has covenanted to preserve the tax exemption of the 2016 Bonds with respect to such requirements. Noncompliance by the County may cause the interest paid on the 2016 Bonds to be subject to federal income taxation retroactive to the date of issuance of the 2016 Bonds.

Interest on the 2016 Bonds is not an item of tax preference for purposes of an individual or corporate taxpayer's alternative minimum tax. However, for the purposes of computing the alternative minimum tax imposed on certain corporations, such interest will be taken into account in determining adjusted current earnings.

Ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations, certain S corporations with excess net passive income, individual recipients of Social Security or Railroad Retirements benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Bond counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2016 Bonds should consult their own tax advisors with respect to the foregoing and other tax consequences of owning the 2016 Bonds.

In rendering its opinion, bond counsel will rely upon certificates of officials of the County with respect to certain material facts solely within the County's knowledge relating to the application of the proceeds of the 2016 Bonds.

### **Internal Revenue Code of 1986**

The Code includes provisions that relate to tax-exempt obligations, such as the 2016 Bonds, including, among other things, permitted uses and investment of the proceeds of the 2016 Bonds, the rebate of certain arbitrage earnings from the investment of such proceeds to the United States Treasury and the use of property financed with the proceeds of the 2016 Bonds. Noncompliance with these requirements may result in interest on the 2016 Bonds being subject to federal income taxation retroactive to their date of issuance. The County has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the 2016 Bonds

from gross income for federal tax purposes. Failure of the County to comply with these covenants could cause the interest on the 2016 Bonds to be taxable retroactively to their date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the 2016 Bonds is not an item of tax preference for purposes of the individual and corporate alternative minimum tax. However, interest on the 2016 Bonds will be includable in the adjusted current earnings of a corporation for purposes of computing the alternative minimum tax imposed on corporations.

Prospective purchasers of the 2016 Bonds should consult their tax advisors with respect to collateral tax consequences of ownership of 2016 Bonds, such as the calculation of their alternative minimum tax, foreign branch profits tax liability, the tax on passive income of S corporations, the inclusion of Social Security or other retirement payments in taxable income or the portion of interest expense of a financial institution which is allocable to the tax-exempt interest.

Bond Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the 2016 Bonds may affect the tax status of interest on the 2016 Bonds. In rendering its opinion, Bond Counsel will rely upon certificates of the County with respect to certain material facts within the County's knowledge relating to the application of the proceeds of the 2016 Bonds.

### **South Carolina Taxation**

In the opinion of Bond Counsel, the 2016 Bonds and the interest payments thereon are exempt from all taxation in the State, except estate or other transfer taxes and certain franchise taxes. Section 12-11-20 of the Code of Laws of South Carolina 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue and Taxation require that the term "entire net income" includes income derived from any source whatsoever including interest on obligations of any state and political subdivision thereof. Interest on the 2016 Bonds will be included in such calculation.

### **SUITABILITY FOR INVESTMENT**

Investments in the 2016 Bonds poses certain economic risks. No dealer, broker, salesman or other person has been authorized by the County or the Underwriter to give any information or make any representations, other than those contained in this Official Statement. [Additional information will be made available to each prospective investor, including the benefit of a site visit to the District, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of 2016 Bonds.] [Prospective investors are encouraged to request such additional information and visit the District.] Such questions should be directed to Stifel, Nicolaus & Company Incorporated, 7200 Wisconsin Avenue, Suite 314, Bethesda, Maryland 20814, (301) 941-2424, Attention: Pamela Holton-Boyd.

### **ENFORCEABILITY OF REMEDIES**

The remedies available to the owners of the 2016 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2016 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2016 Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

## LITIGATION

There is no litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the 2016 Bonds, or in any way contesting or affecting the validity of the 2016 Bonds or any proceedings of the County taken with respect to the issuance or sale thereof, the validity of the Assessments, the pledge or application of any moneys or security provided for the payment of the 2016 Bonds, or the existence or powers of the County.

## RATING

Moody's Investors Service, Inc. has assigned its municipal bond rating of "\_\_\_" to the Series 2016 Bonds. Such rating reflects only the views of such organization, and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2016 Bonds.

## FINANCIAL ADVISOR AND CONSULTANT

Compass Municipal Advisors, LLC, Columbia, South Carolina, is acting as financial advisor to the County in connection with the issuance of the 2016 Bonds. MuniCap, Inc. prepared the Rate Study set forth in **Appendix A** hereto and such appendix should be read in its entirety for complete information with respect to the subjects discussed therein. MuniCap also serves as administrator for the District and has since its creation, and is paid on an annual basis without contingency. For a more detailed description of MuniCap, see "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL—General**" herein.

## CONTINUING DISCLOSURE

The County has agreed to provide certain annual financial information, operating data and notice of the occurrence of certain events with respect to the 2016 Bonds, if deemed material. The specific nature of the information, as well as the circumstances under which material events will be reported, is contained in "**Appendix D—Proposed Form of Continuing Disclosure Agreement.**"

A failure to comply with the requirements of the Continuing Disclosure Agreement will not result in a default under the Indenture.

[Add summary of compliance with Continuing Disclosure Agreement to date.]

## UNDERWRITING

The Underwriter set forth on the cover page hereof has agreed pursuant to a contract with the County, subject to certain conditions, to purchase the 2016 Bonds from the County at a purchase price of \$\_\_\_\_\_ (representing \$\_\_\_\_\_ aggregate principal amount of the 2016 Bonds, less an underwriter's discount of \$\_\_\_\_\_). The Underwriter's obligation is subject to certain conditions precedent and the Underwriter will be obligated to purchase all the 2016 Bonds if any are purchased. The 2016 Bonds may be offered and sold to certain dealers, banks and others at prices lower than the initial offering prices, and such initial offering prices may be changed from time to time by the Underwriter.

## LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the 2016 Bonds are subject to the approval of McNair Law Firm, P.A., Columbia, South Carolina, Bond Counsel. Certain legal matters will be passed upon for the Underwriter by its counsel, Pope Flynn, LLC, Columbia, South Carolina; for the County by Lancaster County Attorney John Weaver, Esq., Kershaw, South Carolina; and for the Trustee by its counsel, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

## CONTINGENT AND OTHER FEES

The County is paying the fees of Bond Counsel, the County Attorney, Compass Municipal Advisors, LLC, MuniCap, the Underwriter, counsel to the Underwriter, the Trustee and counsel to the Trustee, in connection with the authorization, sale, execution and delivery of the 2016 Bonds. Payment of the fees of certain of these professionals is contingent upon the issuance of the 2016 Bonds.

## MISCELLANEOUS

Any statements made in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2016 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions. Contemporaneously with the issuance of the 2016 Bonds, the Chairman of the Council will furnish a certificate to the effect that nothing has come to his attention that would lead him to believe that this Official Statement (excluding the information under the captions "**DESCRIPTION OF THE 2016 BONDS—Book-Entry Only System**"), as of its date and as of the date of delivery of the 2016 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included herein for the purposes for which the Official Statement is to be used, or which is necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading.

This Official Statement has been prepared in connection with the sale of the 2016 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Official Statement is not to be construed as a contract with the Holders or Beneficial Owners of any of the 2016 Bonds.

This Official Statement has been duly authorized, executed and delivered by the County and deemed "final" by the County within the meaning of Rule 15c2-12 of the U.S. Securities and Exchange Commission.

## LANCASTER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman, County Council

**APPENDIX A**

**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS**

**APPENDIX B**  
**FORM OF THE INDENTURE**

**APPENDIX C**  
**PROPOSED FORM OF APPROVING OPINION OF BOND COUNSEL**

**APPENDIX D**  
**PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT**

4817-8441-1192, v. 4

**FORM OF  
CONTINUING DISCLOSURE AGREEMENT**

***Lancaster County, South Carolina  
\$[Amount] Sun City Carolina Lakes Improvement District  
Assessment Current Refunding Revenue Bonds, Series 2016***

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered as of \_\_\_\_\_, 2016 by LANCASTER COUNTY, SOUTH CAROLINA (the "County") and MUNICAP, INC. (the "Disclosure Dissemination Agent" or "MuniCap") in connection with the issuance by the County of its \$[Amount] aggregate principal amount of Sun City Carolina Lakes Improvement District Assessment Current Refunding Revenue Bonds, Series 2016 (the "Bonds").

The Bonds are being issued pursuant to a Master Trust Indenture dated as of February 1, 2006, as supplemented by a Second Supplemental Trust Indenture dated as of \_\_\_\_\_ 1, 2016, each between the County and Wells Fargo Bank, N.A., as Trustee (collectively, the "Indenture").

This Disclosure Agreement is being executed and delivered in order to comply with the requirements of Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934, as amended (the "Rule").

**SECTION 1. *Definitions.*** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

***"Annual Report"*** means the annual reports described in and consistent with Section 3 of this Disclosure Agreement.

***"Annual Filing Date"*** means the date, set in Sections 2(a) and 2(e), by which the Annual Report is to be filed with the MSRB.

***"Annual Filing Information"*** means Annual Filing Information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3 of this Disclosure Agreement.

***"Bonds"*** means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

***"Disclosure Dissemination Agent"*** means MuniCap, or any other person subsequently designates in writing by the County and which has filed with the County a written acceptance of such designation.

***"Disclosure Representative"*** means MuniCap or such other person as the County shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

***"District"*** means the Sun City Carolina Lakes Improvement District.

***"Holder"*** means a person (a) which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

**“Information”** means the Annual Filing Information, the Notice Event notices, and the Voluntary Reports.

**“MSRB”** means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

**“Notice Event”** means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Sections 4(a) of this Disclosure Agreement.

**“Official Statement”** means that Official Statement dated \_\_\_\_\_, 2016 prepared in connection with the issuance of the Bonds.

**“Participating Underwriter”** means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

**“State”** means the State of South Carolina.

**“Voluntary Report”** means the information provided to the Disclosure Dissemination Agent by the County pursuant to Section 8.

## **SECTION 2. *Provision of Annual Reports.***

(a) The County shall provide, annually, an electronic copy of the Annual Report to the Disclosure Dissemination Agent, not later than 15 days prior to the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than February 1 following the end of each fiscal year of the County, commencing with the fiscal year ending June 30, 2016. Such date (February 1) and each anniversary thereof is the Annual Filing Date. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If the County is unable to provide an Information Report to the Disclosure Dissemination Agent by the date required in subsection (a) above, the County or the Disclosure Representative shall send a notice to the Disclosure Dissemination Agent in substantially the form attached as Exhibit A.

(c) If the Disclosure Dissemination Agent has not received an Annual Report by 12:00 noon on the first business day following the Annual Filing Date for the Annual Report, a Notice Event described in Section 4(a)(xii) shall have occurred and the Disclosure Representative or the County irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B.

**SECTION 3. *Content of Annual Reports.*** Each Annual Report shall contain Annual Filing Information with respect to the District, including:

1. the balances in the funds and accounts under the Indenture as of December 31 of the preceding calendar year;
2. the most current appraised (uncapped) values of the real property parcels upon which the Assessments securing the Bonds are levied as of December 31 of the preceding calendar year; provided, however, that the County may rely upon the records of the Lancaster County Tax Assessor’s Office for such information;

3. any changes to the Rate and Method of Apportionment of Assessments (as set forth in the Official Statement under the heading, **“ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHODOLOGY; COLLECTION PROCEDURES; APPRAISAL – Rate and Method of Apportionment of Assessments”**) by the County since the previous year’s Annual Report;

4. The following information with respect to the Assessments for the immediately preceding fiscal year:

(a) the amounts of the Assessments levied and collected within the District, including the percentage of outstanding Assessments;

(b) the amount of Assessment payment delinquencies and, if the total of all delinquencies amounts to more than 10 percent of the amount of the Assessments levied and due in any year, a list of delinquent property owners as of December 31 of the preceding year;

(c) the amount of Assessments by fiscal year: (1) which are subject to the institution of foreclosure proceedings (but as to which such proceedings have not been instituted); (2) which are currently subject to foreclosure proceedings which have not been concluded; (3) which have not been reduced to judgment but not collected; and (4) which have been reduced to judgment and collected;

(d) based on the County’s tax records, a listing of any District taxpayer responsible for payment of more than five percent of the levy of Assessments as of December 31 of the preceding year, the amount of the levy of Assessments against such landowners and the percentage of such Assessments relative to the entire levy of Assessments within the District; and

(e) The amount of Assessment prepayments received during the past fiscal year and the amount of Bonds redeemed as a result of such prepayments or called for redemption;

5. Any significant amendments to land use entitlements or legal challenges to the construction of the Development or the District, of which the County or Administrator has actual knowledge since the previous year’s Annual Report;

6. The status of the development of the District since the previous year’s Annual Report; and

7. The debt service schedule for the remaining term of the Bonds as of December 31 of the preceding year.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the County is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The County will clearly identify each such document so incorporated by reference.

**SECTION 4. *Reporting of Notice Events.***

(a) Pursuant to the provisions of this Section 4, the County shall give or cause to be given notice of the occurrence of any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements relating to the Bonds reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax-exempt status of the Bonds;
- (vii) Modifications to rights of Bond holders, if material;
- (viii) Bond calls, if material, and tender offers (other than pursuant to an extraordinary redemption under the terms of the Indenture);
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes on the Bonds;
- (xii) Bankruptcy, insolvency, receivership or similar Event of the obligated person (Note: For the purposes of this Event, the Event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person);
- (xiii) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(xv) Failure to provide annual financial information as required.

The County will, upon determination that knowledge of the occurrence of a Notice Event would be material under applicable federal securities laws, promptly notify the Disclosure Dissemination Agent. Such notice shall be accompanied with the text of the disclosure that the County desires to make, the written authorization of the County for the Disclosure Dissemination Agent to disseminate such information, and the date the County desires for the Disclosure Dissemination Agent to disseminate such information.

On the occurrence of a Notice Event, the County shall file a notice of the Notice Event in a timely manner, not in excess of ten business days of such occurrence, with the MSRB.

**SECTION 5. *CUSIP Numbers.*** Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference to the Annual Reports, notices of Notice Events, and Voluntary Reports filed pursuant to Section 8(a), the County shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

**SECTION 6. *Additional Disclosure Obligations.*** The County acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the County, and that the failure of the Disclosure Dissemination Agent to so advise the County shall not constitute a breach by the Disclosure Dissemination Agent of any of its duties and responsibilities under this Disclosure Agreement. The County acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.

**SECTION 7. *Voluntary Reports.***

(a) The County or its Disclosure Representative may instruct the Disclosure Dissemination Agent to file information with the Repositories, from time to time (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice, in addition to that required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement, the County shall not have any obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Annual Financial Statement, Voluntary Report or Notice Event notice.

**SECTION 8. *Termination of Reporting Obligation.*** The obligations of the County and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the County is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

**SECTION 9. *Disclosure Dissemination Agent.*** The County has appointed MuniCap as Disclosure Dissemination Agent under this Disclosure Agreement. The County or MuniCap may, upon thirty days written notice to the other, terminate this Disclosure Agreement. Upon termination of MuniCap's services as Disclosure Dissemination Agent, whether by notice of the County or MuniCap, the County agrees to appoint a successor Disclosure Dissemination Agent or, alternatively, agrees to assume all responsibilities of Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the County shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent hereunder.

**SECTION 10. *Remedies in Event of Default.*** In the event of a failure of the County or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

**SECTION 11. *Duties, Immunities and Liabilities of Disclosure Dissemination Agent.***

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the County has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the County and shall not be deemed to be acting in any fiduciary capacity for the County, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the County's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the County has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the County at all times.

THE COUNTY AGREES, TO THE EXTENT PERMITTED BY SOUTH CAROLINA LAW, TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, AS THE SAME RELATES TO THE COUNTY'S OBLIGATIONS HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S NEGLIGENCE OR MISCONDUCT.

The obligations of the County under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder,

and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the County.

**SECTION 12. *State-Mandated Continuing Disclosure.*** In addition to the requirements in this Disclosure Agreement, the County agrees, pursuant to the requirements of Section 11-1-85 of the Code of Laws of South Carolina, as amended, to file with the MSRB (a) its annual independent audit within 30 days of receipt and (b) event-specific information within 30 days of an event adversely affecting more than five percent of its revenue or tax base. The County expects that in meeting the requirements of Sections 3 and 4 herein, it will also meet the requirements of this Section; however, to the extent the County is required to file certain information according to State law which is not required to be filed under the Rule or other provisions of this Disclosure Agreement, the County will provide such information to the MSRB.

**SECTION 13. *Amendment; Waiver.*** Notwithstanding any other provision of this Disclosure Agreement, the County and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to the County (as to its obligations hereunder) and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Notwithstanding the preceding paragraph, the Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the County.

**SECTION 14. *Limited Liability of the County.*** Any and all obligations of the County arising out of or related to this Disclosure Agreement are special obligations of the County and may not constitute a general obligation debt of the County or a pledge of the County's full faith and credit, and the County's obligations to make any payments hereunder are restricted entirely to the Trust Estate and from no other source. No person, including any Holder, shall have any claim against the County or any of its officers, officials, agents or employees for damages suffered as a result of the County's failure to perform in any respect any covenant, undertaking, or obligation under this Disclosure Agreement, the Bonds or any other agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale and delivery of the Bonds (collectively, the "Bond Documents") or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent expressly set forth in this Disclosure Agreement, or in the Bond Documents, provided however, that, subject to Section 11 above, nothing contained herein shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the County or any of its officers, officials, agents or employees to specifically enforce the provisions of this Disclosure Agreement or any of the Bond Documents (to the extent permitted therein).

**SECTION 15. *Severability.*** In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed,

entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**SECTION 16. *Beneficiaries.*** This Disclosure Agreement shall inure solely to the benefit of the County, the Disclosure Dissemination Agent, the Participating Underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

**SECTION 17. *Governing Law.*** This Disclosure Agreement shall be governed by the laws of the State of South Carolina.

**SECTION 18. *Counterparts.*** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The Disclosure Dissemination Agent and the County have caused this Continuing Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

**MUNICAP, INC.**, as Disclosure  
Dissemination Agent

**LANCASTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, County Council

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

Name of County                      Lancaster County, South Carolina

Obligated Person(s)                Lancaster County, South Carolina and

Name of Bond Issue:                Sun City Carolina Lakes Improvement District Assessment  
Refunding Revenue Bonds, Series 2016

Date of Issuance:                    \_\_\_\_\_, 2016

Date of Official Statement:        \_\_\_\_\_, 2016

CUSIP Number:                      \_\_\_\_\_





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

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

**Section 3. Severability.**

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

**Section 4. Controlling Provisions.**

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

**Section 5. Effective Date.**

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

And it is so ordained, this \_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

---

Bob Bundy, Chair, County Council

---

Steve Harper, Secretary, County Council

Attest:

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Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing:	July 16, 2016
First Reading:	September 26, 2016 Passed 7-0
Second Reading:	October 10, 2016 Passed 7-0
Council Public Hearing:	September 26, 2016
Third Reading:	October 24, 2016 Tentative

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**Exhibit A to Ordinance No. 2016-2018**

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

See attached.

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(Space above this line for recording use)

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

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

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

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

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

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

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

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

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

**WHEREAS**, Developer and County do not intend for this First Amendment to modify or otherwise terminate the Development Agreement as such relates to Phase 7 of the Bretagne development (Phase 7 is comprised of the Carrouth Tract, Rowland Tract, and portions of the Bretagne Development Group, LLC Tract identified as Parcel No. 0006-00-001.00 as described on Exhibit "A" to the original Development Agreement). Developer and County intend for Phase 7 to continue to be subject to the original Development Agreement and for this First Amendment to apply only to Phases 1, 2 and 3;

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

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

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

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

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

/This AMENDED DEVELOPMENT AGREEMENT FOR BRETAGNE PHASES 1, 2 and 3 (the "Agreement"), is made and entered into as of the \_\_\_ day of \_\_\_, 2016, by and between BRETAGNE HOLDINGS, LLC ("Developer"), a South Carolina limited liability company, and the COUNTY OF LANCASTER (the "County"), a political subdivision of the State of South Carolina./

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

/WHEREAS, Developer is developing certain real property, consisting of one hundred fifty-three and one-half (153.50) acres, more or less, located in the County and known as Phases 1, 2 and 3 of the Bretagne development and presently zoned R-15 Moderate Density Residential/Agricultural District;/

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

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

(3) Reserved.

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

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

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

(11) Reserved.

(12) ‘Parties’ means County and Developer.

(14) Reserved./

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

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

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

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

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

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

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

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

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

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

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

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

(A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred fifty-three and one-half (153.5) acres.

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

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

(A) Developer agrees to pay to the County for the benefit of the Lancaster County School District FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) at the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06 (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment.

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

residential dwelling unit authorized in Section 1.06 (the “Public Safety Payment”). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council./

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

/Reserved./

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

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

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

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

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

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

With Copy to (which shall not constitute notice):  
                                  County of Lancaster  
                                  Attn: County Attorney  
                                  101 N. Main St. (29720)

P.O. Box 1809 (29721)  
Lancaster, SC

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

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

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

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

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

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

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

/Exhibit A  
Property

Phase 1 (Tract 1)

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

Phase 2 (Tract 2)

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

Phase 3 (Tract 3)

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

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

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

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

/Density and Acreage Information

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

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

/Exhibit C  
Development Schedule

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

---

2018	2019	50
2019	2020	25
2020	2021	25
2021	2022	24/

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

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

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

/Exhibit E  
Laws and Land Development Regulations

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

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

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

**Section 25.** (A) Developer and County agree that the County Administrator is authorized to publish an Amended Development Agreement for Bretagne Phases 1, 2 and 3 based on the Development Agreement as originally executed and recorded as amended by this First Amendment (the "Amended Development Agreement"). County and Developer agree to

cooperate with the execution of the Amended Development Agreement. The Amended Development Agreement applies to Phases 1, 2 and 3 of the Bretagne development.

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

**Section 26.** This First Amendment may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

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

SIGNATURES FOLLOW ON NEXT PAGE.







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

## **ARTICLE I**

### **GENERAL**

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

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

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

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

(3) Reserved.

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

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

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

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

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

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

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

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

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

(11) Reserved.

(12) “Parties” means County and Developer.

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

(14) Reserved.

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

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

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

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

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

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

**Section 1.06. Permitted Uses.** (A) The development uses permitted on the Property shall be limited to those shown on the attached Exhibit B and Exhibit F, more specifically being one hundred forty-nine (149) single-family residential lots. Density is limited to one hundred forty-nine (149) dwelling units. Developer may reduce density, provided that the reduction is evidenced in a writing submitted to the County. Building heights are limited to typical residential building heights otherwise permitted by the UDO. Other terms and conditions of the development of the Property are set forth on Exhibit B.

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

(C) The Overall Development Plan for the Development is attached hereto as Exhibit F and is incorporated herein by reference. All lots for the Development must meet all of the

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

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

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 813 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 813 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

**Section 2.02. Representations and Warranties of Developer.** (A) Developer represents that the number of acres of highland contained in the Property is twenty-five (25) or more, the same being approximately one hundred fifty-three and one-half (153.5) acres.

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

## ARTICLE III

### DEVELOPMENT RIGHTS

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 812 and the UDO and the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

- (1) Zoning permit;
- (2) Building permits, including plat approval; and
- (3) Sign permit.

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

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

**Section 3.05. Transfer of Development Rights.** Developer may transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it.

## ARTICLE IV

### DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

**Section 4.02. Payment to Lancaster County.** (A) Developer agrees to pay to the County for the benefit of the Lancaster County School District FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) at the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06 (the “School Payment”). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School Payment.

(B) Developer agrees to pay to the County ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) at the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06 (the “Public Safety Payment”). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council.

**Section 4.03. Payment of Costs.** Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than December 31, 2007, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at fifteen thousand (\$15,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

**Section 4.04. Other Charges or Fees.** (A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

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

**Section 4.05. Infrastructure and Services.** The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

**(A) Roads.** (1) Developer is responsible for the construction and costs of all roads, both public and private, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to Tillman Steen Road and Barberville Road related to the development of the Property. The public road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. One or more roads within the development of the Property may be one way.

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

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

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

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

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

**(C) Sewage Treatment and Disposal.** Sewage treatment and disposal will be provided by the Lancaster County Water and Sewer Authority. Developer will construct, or cause to be constructed, all necessary sewage conveyance infrastructure within the Property and the infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with sewage conveyance service or infrastructure to or within the Property. Sewage conveyance infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

**(D) Storm Water Management.** Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners'

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

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

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

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

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

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

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

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

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

#### **Section 4.06. Reserved.**

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

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

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

## ARTICLE V

### MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 5.12. Construction of Agreement.** The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 5.13. Assignment.** The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

**Section 5.14. Governing Law; Jurisdiction; and Venue.** (A) This Agreement is governed by the laws of the State of South Carolina.

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

**Section 5.15. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

**Section 5.16. Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

**Section 5.17. Severability.** If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect.

SIGNATURES FOLLOW ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.





**Exhibit A**  
**Property Description**

**Bretagne**

Phase 1 (Tract 1)

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

Phase 2 (Tract 2)

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

Phase 3 (Tract 3)

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

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**Exhibit B**  
**Development Conditions**  
**and**  
**Development Acreage and Information**

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

**Conditions and Exceptions**

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

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

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

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

#### Density and Acreage Information

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

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**Exhibit C**  
**Development Schedule**

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

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**Exhibit D**  
**Required Information**

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

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

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

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

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

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

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

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement. Not applicable except that in regards to any environmentally sensitive property, Developer agrees to comply with all applicable environmental laws.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(U) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09(B), Section 3.05 and Section 5.12.*

**Exhibit E**

**Laws and Land Development Regulations**

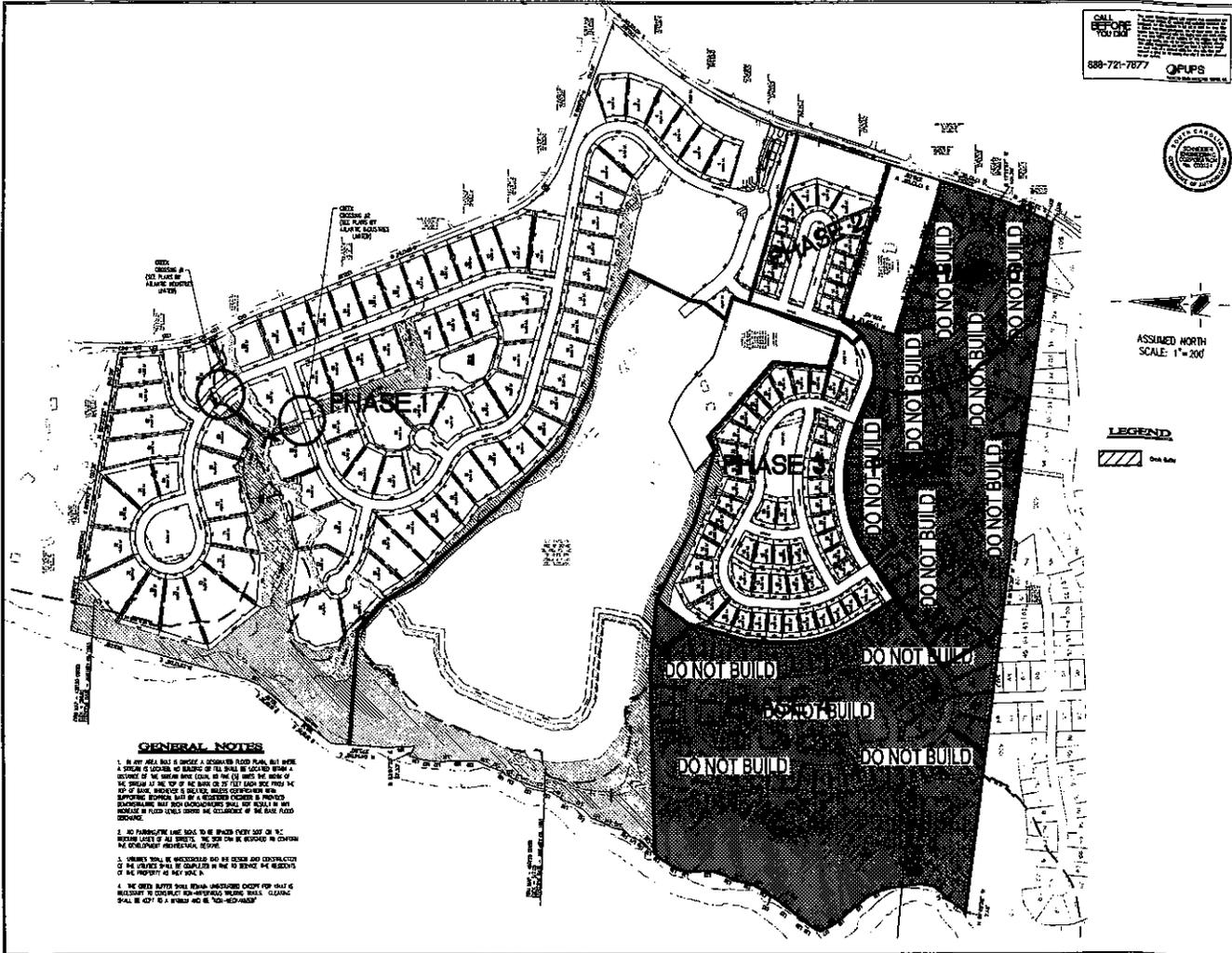
1. Ordinance No. 812, zoning the Property R-15 Moderate Density Residential/Agricultural District.
2. Ordinance No. 813, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster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

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**Exhibit F**  
**Overall Development Plan**

See attached.

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**GENERAL NOTES**

1. IN ANY AREA THAT IS SUBJECT TO A DESIGNATED FLOOD PLAIN, BUT NOT A SPECIAL FLOOD HAZARD ZONE, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING OF THE NEAREST AND LATEST OF THE (1) MAPS OF THE AREA OF THE PROJECT AND THE (2) MAPS OF THE LOCAL AND STATE MAPS OF FLOOD HAZARD ZONES. THESE COORDINATE WITH SUPPORTING EVIDENCE AND IF A DESIGNATED FLOOD HAZARD ZONE IS IDENTIFIED, THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING OF THE NEAREST AND LATEST OF THE (1) MAPS OF THE AREA OF THE PROJECT AND THE (2) MAPS OF THE LOCAL AND STATE MAPS OF FLOOD HAZARD ZONES.
2. NO FURNISHING THE SOIL TO BE BLENDED WITH SOIL OR TO BE USED AS A FILL. THE SOIL TO BE BLENDED IN CONFORMANCE WITH THE FOLLOWING REQUIREMENTS:
  - a. THE SOIL SHALL BE BLENDED TO MEET THE REQUIREMENTS OF THE PROJECT AND THE (2) MAPS OF THE LOCAL AND STATE MAPS OF FLOOD HAZARD ZONES.
  - b. THE SOIL SHALL BE BLENDED TO MEET THE REQUIREMENTS OF THE PROJECT AND THE (2) MAPS OF THE LOCAL AND STATE MAPS OF FLOOD HAZARD ZONES.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING OF THE NEAREST AND LATEST OF THE (1) MAPS OF THE AREA OF THE PROJECT AND THE (2) MAPS OF THE LOCAL AND STATE MAPS OF FLOOD HAZARD ZONES.
4. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING OF THE NEAREST AND LATEST OF THE (1) MAPS OF THE AREA OF THE PROJECT AND THE (2) MAPS OF THE LOCAL AND STATE MAPS OF FLOOD HAZARD ZONES.

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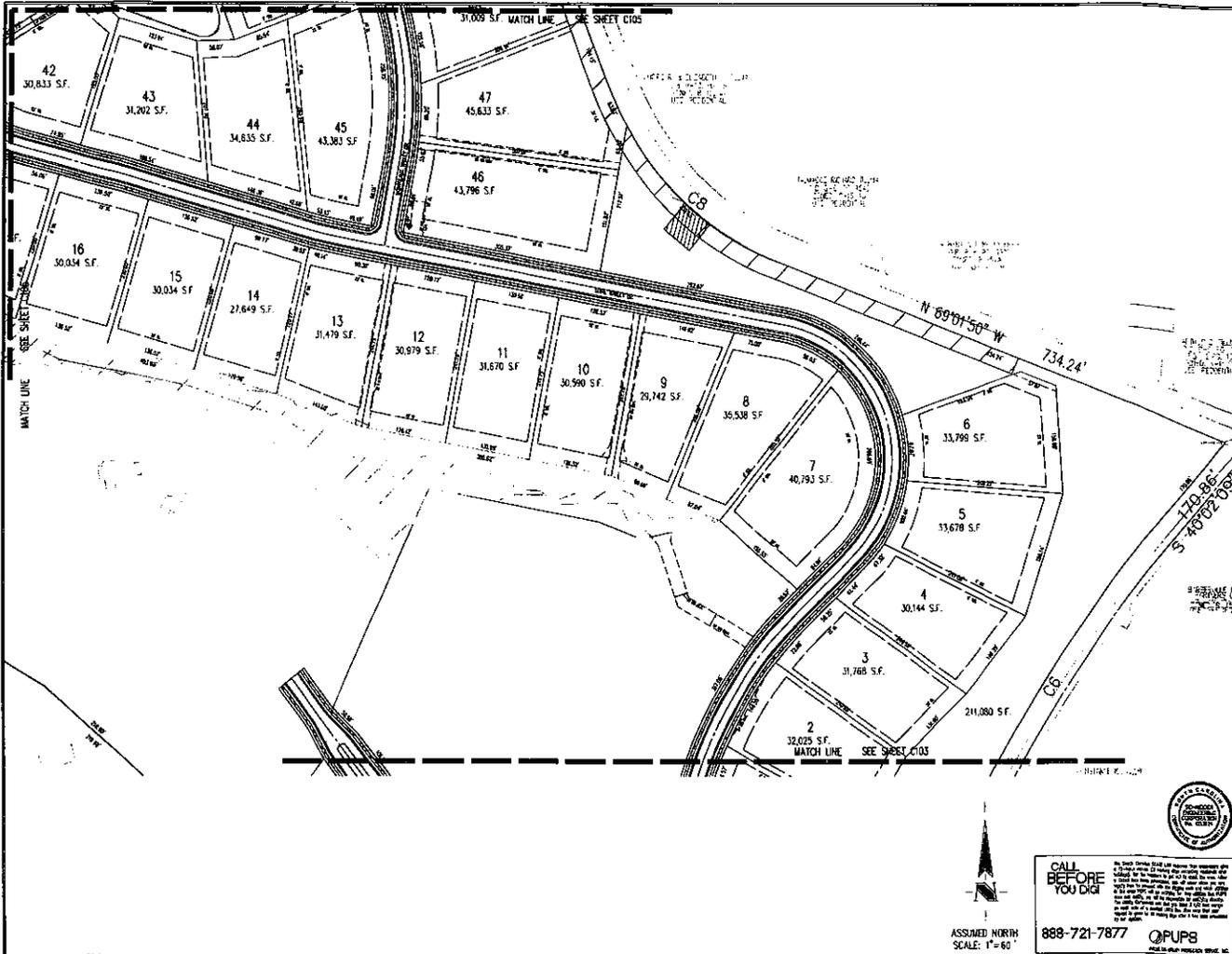
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LUCASVILLE COUNTY, GEORGIA  
PLAIN CONCEPT ARCHITECTURE, LLC  
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DATE	PROJECT
05/27/14	REG-2013
SCALE	AS SHOWN
1" = 200'	AS SHOWN
PROJECT NO.	075211
SHEET NO. 1 OF 1	
SHEET TITLE	
SHEET NO. 1 OF 1	
SHEET NO. 1 OF 1	
SHEET NO. 1 OF 1	

C101





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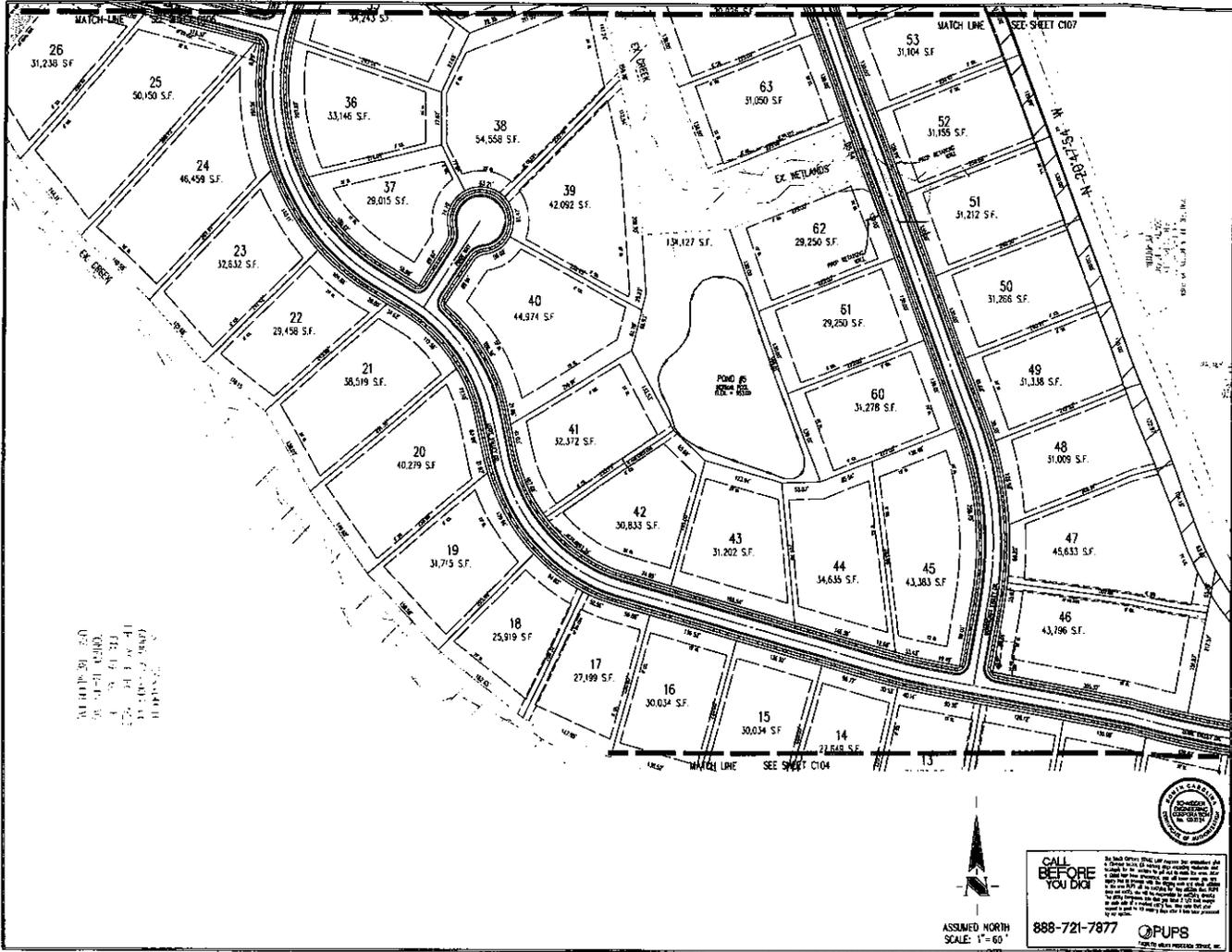
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 UNINCORPORATED COUNTY NORTH CAROLINA  
 PALM CREEK DEVELOPMENTS, LLC  
 ONE BRETAGNE BLVD. SUITE 100, WY. PALM BEACH, FL 33480

DATE	BY	REVISION
08/21/13	QJ	ISSUED
08/21/13	QJ	REVISED
08/21/13	QJ	REVISED

SITE PLAN  
 PALM CREEK DEVELOPMENTS, LLC  
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 SITE PLAN

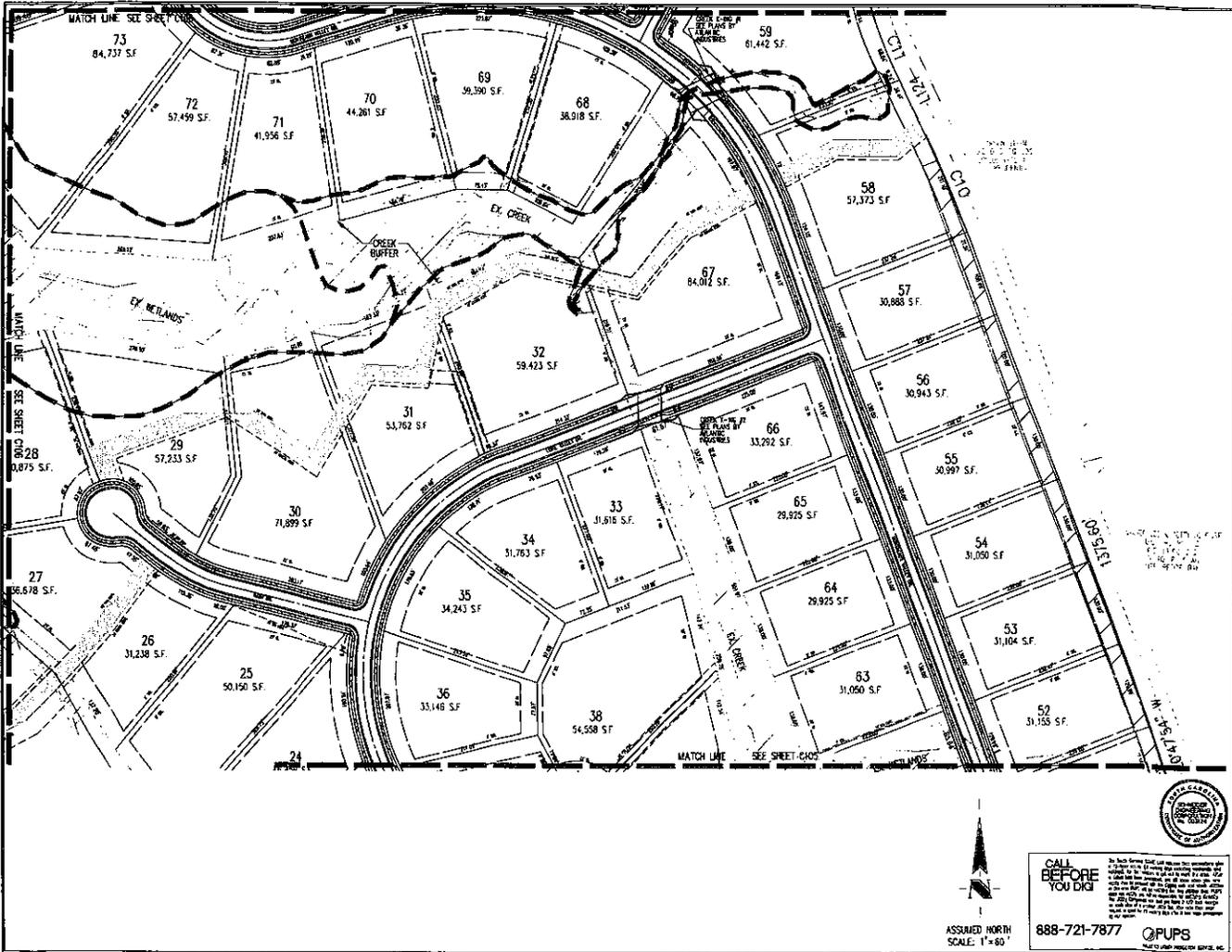
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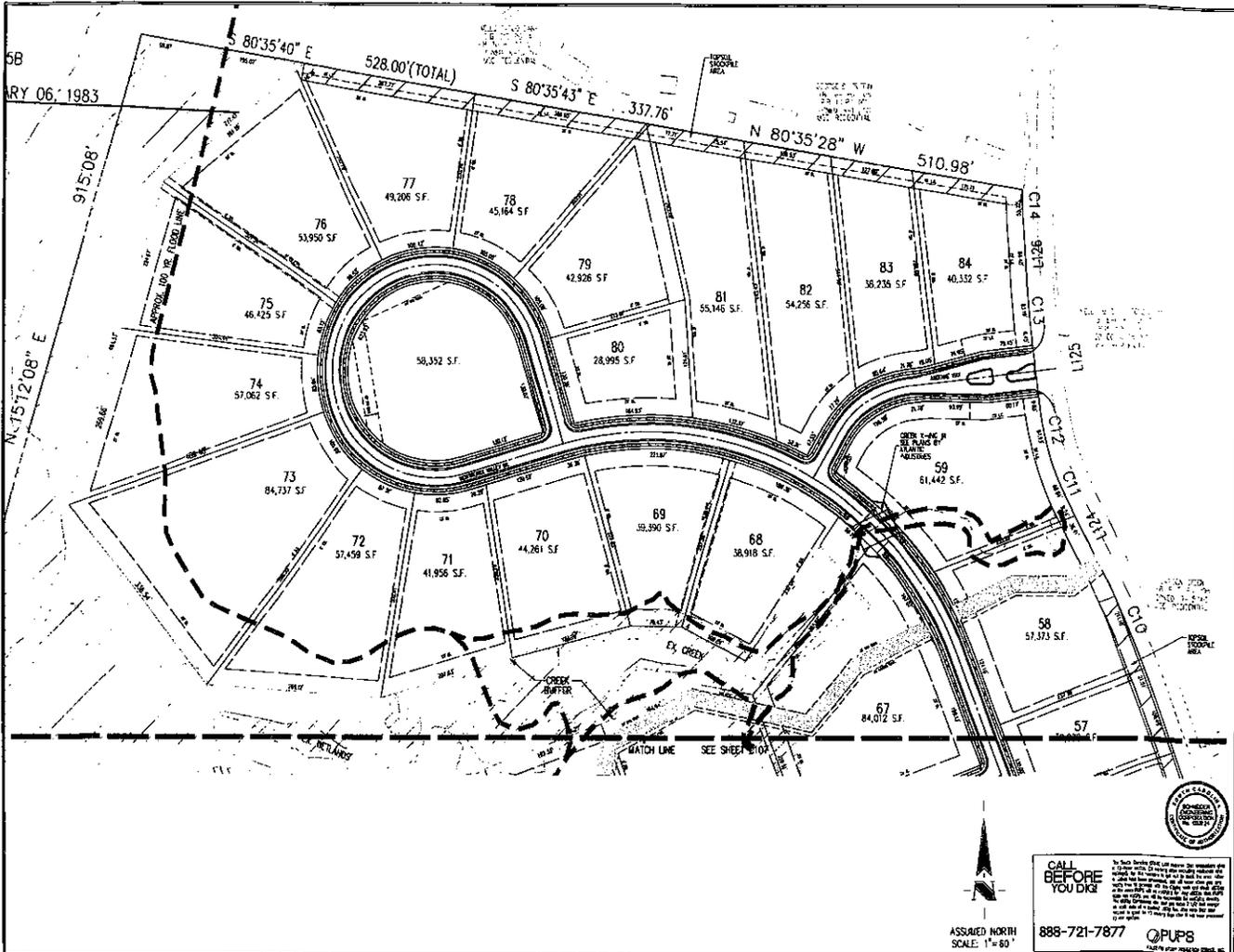
REGIONS OF BRETAGNE 1, 2, 3  
 LANCHESTER COUNTY, NORTH CAROLINA  
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DATE	06/27/14	BY	JMS/LLS
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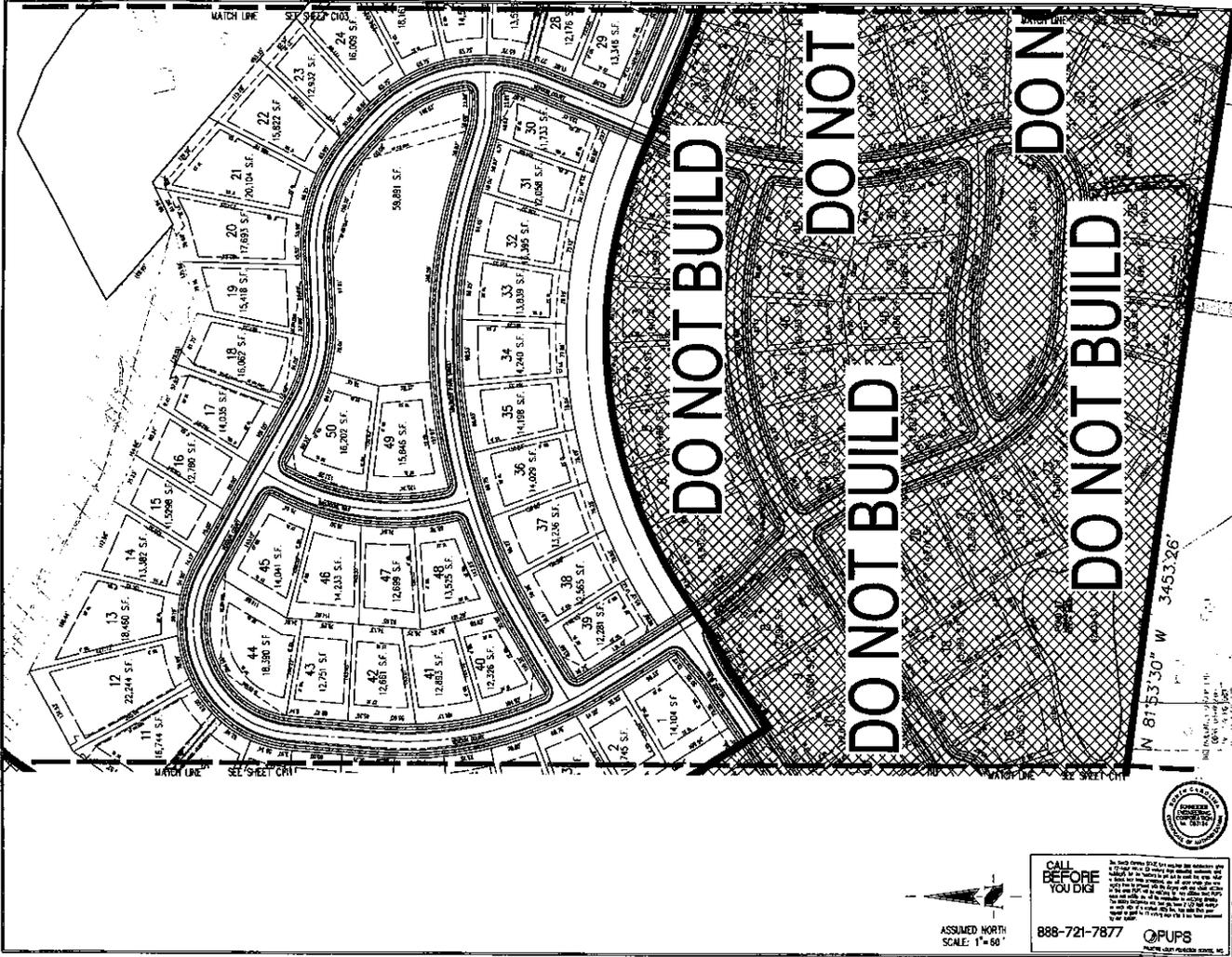


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**REGIONS OF BRETAGNE 1, 2, 3**  
 LICENSED COUNTY, STATE, FEDERAL  
 PALM COAST DEVELOPMENT, LLC  
 1040 WINDWARD WAY, SUITE 102, ST. AUGUSTINE, FL 32086

DATE	08/27/16	PROJECT NO.	61822-001
SCALE	AS SHOWN	DATE	08
TYPE	SITE PLAN	PROJECT	REGIONS OF BRETAGNE 1, 2, 3
PREPARED BY	SCHEIDT & COMPANY, P.A.	DESIGNED BY	SCHEIDT & COMPANY, P.A.
CHECKED BY	SCHEIDT & COMPANY, P.A.	APPROVED BY	SCHEIDT & COMPANY, P.A.

C108



REGIONS OF BRETAGNE 1, 2, 3

LANDSCAPE ARCHITECTURE DIVISION  
PALM COAST DEVELOPMENT, LLC  
1017 WASHINGTON BLVD., SUITE 201, ST. AUGUSTINE, FL 32080

THE SCHNEIDER CORPORATION  
207 University Parkway  
P.O. Box 546, Suite 200  
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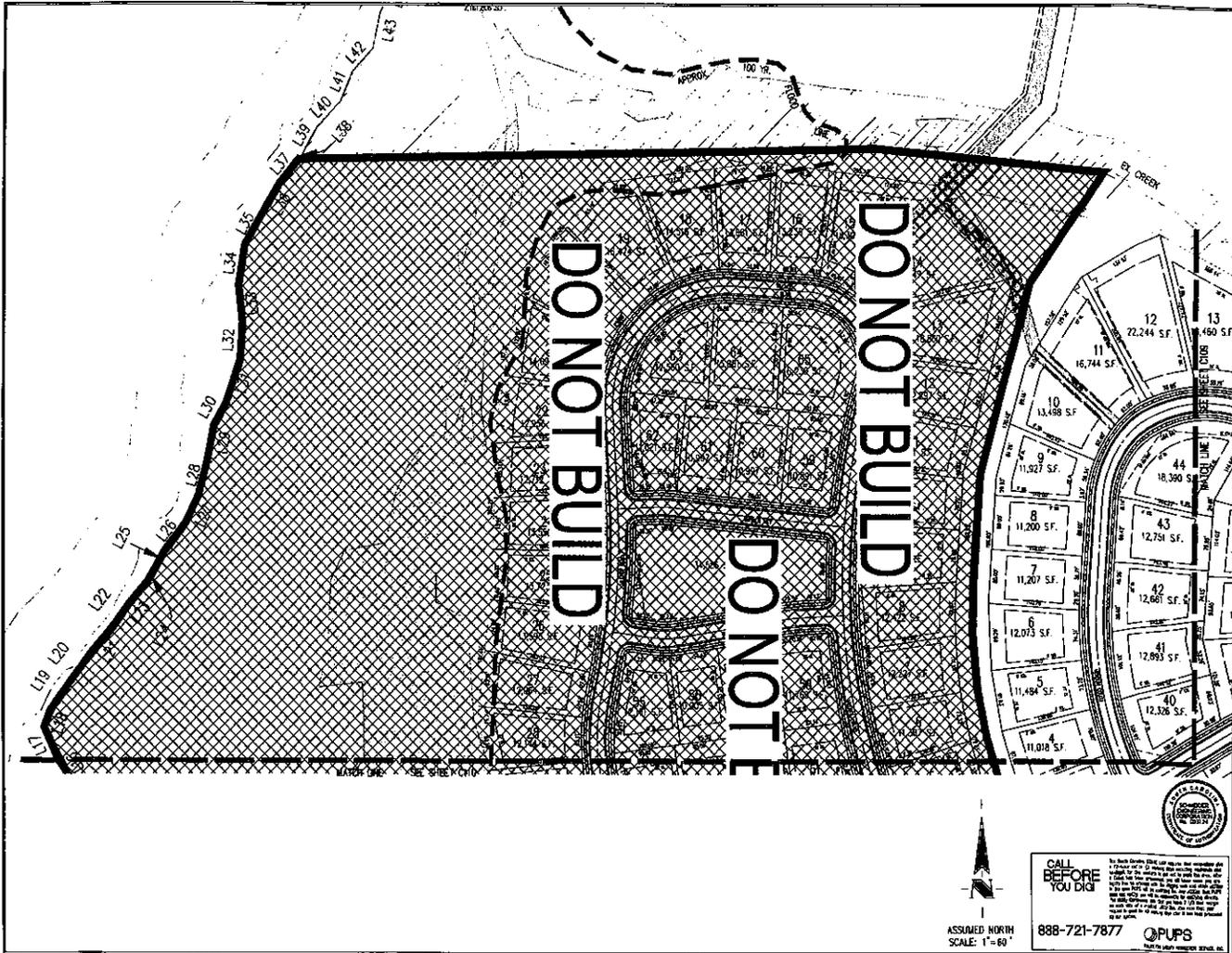
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Civil & Land  
Landscape Architecture

DATE: 05/22/14  
PROJECT: C109  
SHEET: 01 OF 01

DATE: 05/22/14  
PROJECT: C109  
SHEET: 01 OF 01

C109





THE STATE OF FLORIDA  
 COUNTY OF PALM BEACH  
 PLAT NO. 100-00000  
 18 (REVISIONS TO THE ORIGINAL PLAN)



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DATE	05/25/16	SHEET NO.	6 (REVISED)
PROJECT	PLM	TOTAL SHEETS	70
SCALE	AS SHOWN	DATE	05/25/16
BY	PLM	DATE	05/25/16
CHECKED BY	PLM	DATE	05/25/16
APPROVED BY	PLM	DATE	05/25/16

ASSUMED NORTH  
 SCALE: 1" = 60'

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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO.: 2015-1386

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY SO AS TO REZONE PROPERTY OF Floyd Kenthy & Elease M. Moore, Dean Ross and Janel S. Withers, The Hawfield Group, LLC, John Charles Hawfield, Sr. Trust, Owsley Enterprises % Eugenia Fowler, Dallene P. Smith & Benjamin M. Smith III, Alan D. Patterson, Jeanette Hudson, Trustee, Sandra Elms Hood, Bobby Ray Devinney, Susan Dianne Harvell & Walker & K, Kelly W. & Susan W. Harvell, Carl T. & Karen G. Patterson, Kelsey Blakely LOCATED AT between Calvin Hall Road and Harrisburg Road FROM R-15P, Moderate Density Residential/Agricultural Panhandle and B-3, General Commercial DISTRICTS TO Planned Development (PDD-27) DISTRICT; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

(a) Sinacori Homes (Authorized Agent for property owners) applied to rezone property located at between Calvin Hall Road and Harrisburg Road from R-15P, Moderate Density Residential/Agricultural Panhandle and B-3, General Commercial Districts, to Planned Development (PDD-27), District.

(b) On November, 17<sup>th</sup>, 2015, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a vote of 4-2, recommended approval of the rezoning.

**Section 2. Rezoning.**

The Official Zoning Map is amended by changing the zoning district classification from R-15P, Moderate Density Residential/Agricultural and B-3, General Commercial Districts to PDD-27, Planned Development District for the following property(ies) as identified by tax map number or other appropriate identifier:

Tax Map No. 0005-00-074.03(portion), 0005-00-075.00, 0005-00-075.01, 0005-00-076.00, 0005-00-077.00, 0005-00-078.00, 0005-00-091.00, 0005-00-091.03, 0005-00-092.00, 0005-00-093.04, 0005-00-093.05, 0005-00-089.01, 0005-00-089.00, 0005-00-083.00, 0005-00-079.01.

**Section 3. Severability.**

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

**Section 4. Conflicting Provisions.**

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

**Section 5. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	December 14, 2015	Passed 7-0
Second Reading:	October 24, 2016	Tentative
Third Reading:	November 14, 2016	Tentative

## Agenda Item Summary

**Ordinance # / Resolution#:** PDD-015-027  
**Contact Person / Sponsor:** Penelope G. Karagounis  
**Department:** Lancaster County Planning Director  
**Date Requested to be on Agenda:** October 24, 2016

**Issue for Consideration:** For purposes of this staff report, Lancaster County, a body politic shall be termed the Applicant. Sinacori Builders shall be termed the Developer. The applicant proposes that the zoning designation of Planned Development District (PDD-27) be applied to +/- 179.35 acres of property. The current zoning of the property is a mixture of R-15P, Moderate Density Residential/Agricultural Panhandle District and B-3, General Commercial District.

**Points to Consider:** The number of units proposed within Avondale consists of 530 lots and 200 senior apartments for a total of 730 dwelling units. Please see staff report for specific details which includes Exhibit 1 and Exhibit 2. All other Exhibits of the staff report are located on the Planning Departments webpage under the Planning Commission Agenda for the October 18<sup>th</sup> Planning Commission meeting.

**Funding and Liability Factors:** N/A

**Council Options:** Approve, modify, or reject the rezoning request.

**Staff Recommendation:** The Planning Commission met on Tuesday, October 18, 2016 and held a public hearing for PDD-27 Avondale. The Planning Commission voted to approve the rezoning request by a vote of (5-2).

**Committee Recommendation:** N/A

5-2

## PLANNING DEPARTMENT STAFF REPORT

PDD-015-027(AVONDALE)

APPLICANT: LANCASTER COUNTY, A BODY POLITIC

---

### I. FACTS

#### A. GENERAL INFORMATION

For purposes of this staff report, Lancaster County, a body politic shall be termed the Applicant. Sinacori Builders shall be termed the Developer.

**Proposal:** The applicant has submitted a rezoning application for an amendment to the official zoning map of Lancaster County. The applicant proposes that the zoning designation of Planned Development District (PDD-27) be applied to ± 179.35 acres of property.

**Property Location:** The properties which are proposed to be rezoned are located between Calvin Hall Road and Harrisburg Road in the Indian Land Section of Lancaster County, South Carolina.

**Legal Description:** TMS No: a portion of 0005-00-074.03. The entirety of the following TMS No: 0005-00-075.00, 0005-00-75.01, 0005-00-076.00, 0005-00-077.00, 0005-00-078.00, 0005-00-079.01, 0005-00-089.00, 0005-00-089.01, 0005-00-091.00, 0005-00-091.03, 0005-00-092.00, 0005-00-093.04, 0005-00-093.05.

**Zoning Classification:** R-15P, Moderate Density Residential/Agricultural Panhandle District and B-3, General Commercial District.

**Voting District:** Brian Carnes, District 7

#### B. SITE INFORMATION

**Site Description:** The parcels that comprise this rezoning application are located in the panhandle area of Lancaster County. The property consists of existing homes and vacant land. The developer has provided a very detailed existing features exhibit. See the exhibits section of this report.

#### C. VICINITY DATA

**Surrounding Conditions:** The parcels that are included within this rezoning application are surrounded by the following immediately adjacent zoning districts: Adjacent parcels to the SOUTH are zoned R-15P Moderate Density Residential/Agricultural Panhandle District and PDD-5 (Bailes Ridge), Planned Development District. Adjacent parcels to the EAST are zoned B-3, General Commercial District and R-15P, Moderate Density Residential/Agricultural Panhandle District. Adjacent parcels to the NORTH are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and PDD-12 (Calvin Hall), Planned Development District. Adjacent parcels to the WEST are zoned R-15P, Moderate Density Residential/Agricultural Panhandle District and R-15, Moderate Density Residential/Agricultural District.

**D. EXHIBITS**

1. Avondale Planned Development District Ordinance PDD-27 Application
2. Avondale Planned Development District Ordinance PDD-27
3. Avondale PDD-27 Density Exhibit
4. Avondale PDD-27 TIA
5. Avondale PDD-27 Large Plan-Set

**II. FINDINGS**

**A. CODE CONSIDERATIONS**

The **R-15P, MODERATE DENSITY RESIDENTIAL/AGRICULTURAL PANHANDLE DISTRICT (EXISTING ZONING DISTRICT)** is designed to accommodate single-family residential developments (not including manufactured homes) in the northern part of the panhandle. This zoning district will allow residential uses and related residential uses such as religious institutions, fire stations, etc. The maximum density allowed in this zoning district is 1.5 dwelling units per acre (1.5 DU/AC). The minimum lot size is 29,040 square feet and the minimum lot width is 130 feet. The availability of water and or sewer shall not change: (1) the maximum density allowed; (2) the minimum lot size, and (3) the minimum lot width from what is stated above.

The **B-3, GENERAL COMMERCIAL DISTRICT (EXISTING ZONING DISTRICT)** is designed to accommodate a wide variety of general commercial uses characterized primarily by retail, office and service establishments which are oriented primarily towards major traffic corridors and/or extensive areas of predominantly commercial usage and characteristics. Commercial uses encouraged in this district are generally patronized in single purpose trips and emphasize large general merchandise establishments, sale of large bulky items, commercial services, repair services, automobile related sales and repair, various types of convenience stores, restaurants, and other recreational and entertainment uses. The district is also suited to accommodate travel oriented uses such as hotels and motels and gas stations.

The **PDD, PLANNED DEVELOPMENT DISTRICT (PROPOSED ZONING DISTRICT)** is designed to accommodate a mixture of compatible residential, office, commercial, or other uses of land which are planned and developed as an integral unit and which, due to such mixture of uses or other aspects of design, could not be located in other districts established in the Lancaster County UDO without compromising the proposed concept of integrated and flexible development.

Please refer to Exhibit 2 which is the controlling zoning ordinance for the proposed Avondale PDD.

## **B. PROPOSED AVONDALE PDD**

On October 11<sup>th</sup>, 2016 the developer submitted a revised version of the proposed Avondale Planned Development District (PDD-27). The revised Avondale Master Plan indicates the following:

1. The number of units proposed within Avondale consists of 530 lots and 200 senior apartments for a total of 730 dwelling units.
2. The revised components of the proposed Villages as listed on the revised Master Site Plan are as follows:
  - **VILLAGE A:** civic/institutional use
  - **VILLAGE B:** up to 200 maximum senior residences
  - **VILLAGE C:** up to 165 townhome units (up to 5.99 DU/AC)
  - **VILLAGE D:** up to 162 single-family lots (up to 2.99 DU/AC)
  - **VILLAGE E:** up to 70 single-family lots (up to 2.99 DU/AC)
  - **VILLAGE F:** up to 133 single-family lots (up to 2.99 DU/AC)

**730 DWELLING UNITS (INCLUDING SENIOR RESIDENCES)**

## **III. CONCLUSIONS**

### **A. DENSITY**

- 1) The aggregate number of dwelling units within the proposed PDD consists of 730 units.
- 2) The Avondale PDD-27 density figures are now in compliance with UDO Section 13.12.1.11(b)(c)(vii). This UDO section is noted as follows:

***DENSITY: DENSITY IS BASED ON BUILDABLE LAND. COMMON OPEN SPACE CANNOT BE USED TO CALCULATE DENSITY. ROADS WILL BE ALLOWED TO BE INCLUDED WHEN DETERMINING DENSITY.***

- 3) The Developer has removed the proposed open space from the acreage by which density is calculated. This is in accordance with the above requirement.
- 4) The Developer has also now provided the total acreage for each respective Village within the Avondale PDD.
- 5) Please note the Density Exhibit that has been provided by the Developer (Exhibit 3). This illustrates the manner in which density will be calculated within the Avondale PDD.
- 6) The respective densities for the Avondale PDD are in accordance with those mandated by the Lancaster County PDD regulations which allow a maximum 4 DU/AC for single-family and 8 DU/AC for multi-family.

**B. OPEN SPACE**

- 1) Areas of storm water detention which are integrated into the open space design with features such as walking trails may be used in calculating open space. Additionally buffers of at least 50' in width may be included as open space in accordance with Section 13.12.1.11(b)(ii) of the Lancaster County PDD Ordinance.
- 2) The overall, minimum required open space of 35.87 acres (20%) has been met for the Avondale PDD.

**C. SIDEWALKS**

- 1) Sidewalks, six-feet (6') in width, will be provided along all portions of Calvin Hall Road and Harrisburg Road which are impacted by the Avondale PDD. The Developer has noted this within Section 10(b) (2) of the Avondale PDD document.
- 2) Sidewalks, four-feet (4') in width, will be provided on at least one side of all interior, local streets within Avondale and on both sides of all interior, collector streets including the entrance road within Avondale.

**D. DIMENSIONAL**

- 1) Per the Master Site Plan submitted on **October 10<sup>th</sup>, 2016** there are up to 530 single family lots proposed. These lots consist of 165 fee-simple, town-home lots and 365 detached, single-family lots. The Developer proposes the following minimum lot widths within Avondale:
  - **22' lots** ▶ 165 fee-simple, town-home lots (31% of 530 lots)
  - **55' lots** ▶ 174 fee-simple, single-family lots (33% of 530 lots)
  - **57' lots** ▶ 58 fee-simple, single-family lots (11% of 530 lots)
  - **61' lots** ▶ 98 fee-simple, single-family lots (18% of 530 lots)
  - **70' lots** ▶ 35 fee-simple, single-family lots (7% of 530 lots)
- 2) The proposed mix of lots is in compliance with Lancaster County PDD requirements. The PDD requirement is that a maximum of 33% of the lots in residential developments are allowed to have the same street frontage (UDO Section 13.12.1.11(b)(ix).
- 3) The Developer has clarified that the town-homes will be constructed on fee-simple lots. Thus these lots may be included in the calculation per the above noted UDO section.

**E. BUFFERING**

- 1) The Avondale PDD will include a 40', undisturbed buffer as required by the Lancaster County PDD Ordinance in Section 13.12.1.11.(i)(i). This is noted by the Developer within Section 10(4) of the PDD document as well as on the Master Plan.
- 2) In some areas of the Avondale PDD this 40' undisturbed buffer shall be part of an overall 50' buffer. In this instance the entirety of the 50' wide buffer may be used in calculating the required open space. See Section B above as well as the open space section within the Lancaster County PDD regulations (Section 13.12.1.11.(b)(ii)). Lancaster County PDD regulations allow for buffers that are at least 50' wide to be used in calculating open space.
- 3) These 50' buffers will have sidewalks, walking trails, or some other feature which allows them to be integrated into adjacent open space areas and conducive for passive recreational purposes.
- 4) The Developer has proposed some variation from the Lancaster County PDD buffer requirements. Please note Section H. of this staff report below.

**F. TRAFFIC IMPACT ANALYSIS (TIA)**

- 1) The TIA of record for this project was submitted on January 4<sup>th</sup>, 2016.
- 2) This TIA is attached as Exhibit 4.
- 3) The recommended traffic improvements for the Avondale project have been highlighted in yellow within the TIA. See Section 6.1, Summary of Recommended Improvements.
- 4) The Developer agrees to be responsible for any road improvements that are determined to be necessary based on the results of this TIA. This excludes any road or transportation improvements at the intersection of Calvin Hall Road and Harrisburg Road. Please note Section 4.04(c) of the Development Agreement.
- 5) The Developer agrees to pay the County \$225,000.00 for Calvin Hall/Harrisburg Road intersection improvements which may include a roundabout and/or traffic signalization, among other things. Please note Section 4.04(e)(i) of the Development Agreement.

**G. PROPOSED BUILDING ELEVATIONS (TYPICAL)**

- 1) The Avondale PDD document indicates that the following architectural standards will be observed within the project: The permitted exterior building materials for all principal buildings and structures below the roofline that are located in the Development shall be face brick, stone, manufactured stone, pre-cast stone, synthetic stone, cementitious siding, shake, EIFS, stucco and wood. Vinyl shall not be a permitted exterior building material provided, however, that vinyl may be utilized on the soffits, trim and railings, and vinyl windows may be installed on the buildings and structures located in the Development.

## H. VARIANCES

The following variations from the Lancaster County PDD regulations are proposed by the Developer for Avondale:

- 1) A variance to allow a reduction in the width of the required perimeter buffers located within Village C and adjacent to the southernmost access road into Avondale. It is proposed that the perimeter buffer at this location be reduced from 40 feet to 10 feet. The proposed buffer variation is illustrated on the Avondale Master Plan.

Previously a 40' right-of-way was proposed at this location. However, the Lancaster County Development Review Committee (DRC) has recommended that this right-of-way be increased to 50' to allow for a standard street section built to County standards along with accommodation of utilities.

- 2) The second variance is provided to eliminate the requirement that a berm be installed within the 30 foot buffer to be established along the buffer of all existing roads. The purpose of this variance is to place a 6'-wide sidewalk along with landscaping within this 30'-wide buffer area.
- 3) With respect to the buffer to be located along the northern boundary line of Village A and TMS 0005-00-018 (the Harrisburg Elementary School property), if Lancaster County accepts the conveyance of Village A from the Developer, that portion of the buffer located along the common property line of Village A and TMS 0005-00-018 will not be required and may be eliminated at the option of the County.

With regard to this potential variation in the perimeter buffer, Planning Staff proposes that if Village A is conveyed to the County that the standard 40' undisturbed PDD buffer be required along the revised perimeter of Avondale (i.e. along the northern boundary of Village B). This buffer would allow for ingress/egress points for sidewalks. Utility easements and an emergency ingress/egress point(s) may also breach this 40' undisturbed buffer if necessary.

#### **IV. PLANNING STAFF RECOMMENDATION**

Developable tracts of land in reasonable proximity to robust, expanding cities frequently become absorbed into an aggregate metropolitan area. Indian Land is no different in this regard. As Charlotte expands concentrically, previously rural areas such as the panhandle of Lancaster County will continue to experience urbanization. The result is that the private housing market seeks entitlement opportunities for projects such as Avondale.

Navigational tests have confronted both Planning Staff and the Developer throughout the trek to an equitable Avondale PDD. Both parties have worked diligently to produce a just and fair-minded plan resulting in the potential for harmonized development at this location.

Conversely, Planning Staff recognizes the impact that Avondale will have on Lancaster County. All development impacts existing infrastructure. As a result, the Developer has proposed infrastructure improvements as part of this development proposal. These dedications, fees, and related agreements are enumerated within Article IV of the Avondale Development Agreement.

From a planning standpoint each of the below items contributes to a consolidation of opportunity which makes the Avondale PDD a palatable land development proposal:

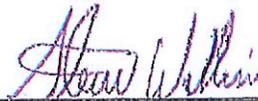
- Unified site design as opposed to possible fragmentary development
- Acceptable density numbers
- Pedestrian connectivity
- Realignment/redesign of an inadequate, major intersection.
- Additional road improvements
- Project dedications and fees
- Adequate PDD open space including ten acres public open space
- Aesthetically pleasing building design/materials
- Housing choices/recreational opportunities for seniors
- An opportunity for ten acres of public open space

Thus, Planning Staff advises that Planning Commission recommend **APPROVAL** of the Avondale Planned Development District.

---

**To: Lancaster County Planning Department**  
**From: Steve Willis, Administrator**  
**Date: September 22, 2016**  
**Subject: Avondale, PDD-27**

Pursuant to the Council's positive vote on September 12, 2016 to revive Ordinance 2015-1386 through the passage of a Motion to Rescind, attached please find the Lancaster County application which is signed by me as the Council's authorized representative. Inasmuch as this is a Council driven matter, I believe it appropriate that the rezoning application for this multi- parcel project be waived.



---

Steve Willis, Administrator

Revived/Revised

LANCASTER COUNTY

APPLICATION TO AMEND OR CHANGE THE TEXT OR MAP OF THE LANCASTER COUNTY UNIFIED DEVELOPMENT ORDINANCE

Do Not Write In This Box
Application# \_\_\_\_\_ Date \_\_\_\_\_ Paid \_\_\_\_\_

- 1. The application is for amendment to the: (check one)
[X] District Boundary Map (fill in all items #2,3,4,5,6,7,&9 only)
[ ] Ordinance Text (fill in items # 8 & 9 only)
2. Give either exact address or tax map reference to property for which a district boundary change is requested:
3. How is this property presently designated on the map? B-3 and R-15P
4. How is the property presently being used? Existing homes and vacant parcels
5. What new designation or map change do you purpose for this property? Planned Development District
6. What new use do you propose for the property? residential, commercial, office, retail

EXPLAIN UNDER ITEM #9 WHY THIS AREA SHOULD BE REDESIGNATED OR CHANGED.

7. Does the applicant own the property proposed for this change? [ ] YES [X] NO If no, give the name and address of the property owner and attach notarized letter from property owner: See attached

8. If this involves a change in the Ordinance text, what section or sections will be affected? N/A

9. Explanation of and reasons for proposed change: To incorporate the highest and best use for the property; to provide various concessions to the county for public safety and recreational needs. (attach another page if additional space is needed)

10. Applicant's can request a 5 minute PowerPoint presentation at County Council to be given during the ordinance reading time and at 1st reading only. You will be allowed 5 slides or less. This information must be given to the Clerk to Council by the Friday prior to the Monday Council meeting. Please check the appropriate box to indicate whether or not you will be giving a PowerPoint presentation. [ ] YES [ ] NO

NOTE: It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant

APPLICANT'S NAME (PRINT)
Lancaster County, a body politic
ADDRESS:
101 North Main Street
Lancaster, SC 29720

Signature of Steve Willis
SIGNATURE
STEVE WILLIS, Administrator

Phone: 803-416-9300

EXHIBIT A

List of Sellers and Properties Located in Lancaster County

<u>Seller</u>	<u>PIN</u>
Hood	0005-00-093.04
Hudson	0005-00-092.00
Devinney	0005-00-093.05
Patterson, Alan	0005-00-091.03
Smith	0005-00-091.00
Withers	0005-00-075.00 / 0005-00-075.01
Blakely	0005-00-079.01
Hawfield LLC	0005-00-076.00
Hawfield Trust	0005-00-077.00
Owsley	0005-00-078.00
Moore	a portion of 0005-00-074.03
Gallap	0005-00-090.00
Patterson, Carl	0005-00-083.00
Harvell	0005-00-089.01 / 0005-00-089.00

Lancaster  
County  
South Carolina

---

Dear Applicant,

You have applied for a re-zoning of your property. By signing this document you acknowledge and agree to the Lancaster County Assessor's Office creating a new parcel based on the plat you record for your re-zoning.

Signature: 

Date: September 22, 2016

Lancaster County Assessor's Office  
101 N. Main Street, P.O. Box 1809, Lancaster SC 29721-1809  
Ph. (803)285-6964/6965 Fax 803-416-9496  
[www.mylancastersc.org](http://www.mylancastersc.org)

**CERTIFICATION OF RIGHT TO PURCHASE**

The undersigned is the contract Purchaser named in each those certain Purchase and Sale Agreements (collectively, the "Agreements") with each of the named property owners identified on Exhibit A (the "Owners") attached hereto. The Agreements pertain to the Owners' properties which are referred to on Exhibit A by tax parcel number.

The undersigned Purchaser hereby certifies to Lancaster County that the Purchaser has the right to acquire the Properties under the terms of the Agreements, pending the final approval of the rezoning of the properties by Lancaster County. The Agreements shall remain in full force and effect in all cases at least until December 31, 2016.

This the 21st day of September, 2016.

**PURCHASER:**

Sinacori Builders, LLC,  
a North Carolina limited liability company

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]  
Russ Sinacori, Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

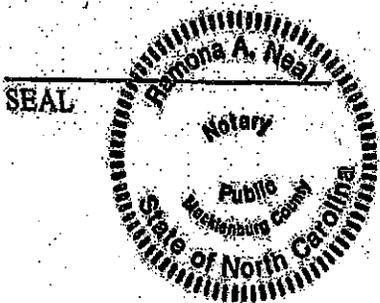
I certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Russ Sinacori

September 21, 2016

[Signature]  
(Official Signature of Notary)

Ramona A. Neal, Notary Public  
Notary's printed or typed name

February 11, 2021  
My Commission Expires



# Exhibit 2

## Ordinance No. 2015-1369 – PDD-27 Changes October 10, 2016

The following is a brief summary of changes made to the PDD-27 Ordinance since July. The summary does not include technical or grammatical changes.

---

### Section 6. Master Plan.

The date of the Master Plan is updated to October 10, 2016.

### Section 8. Land Uses.

(c) – Prohibited Uses. The prohibitions on “auto businesses, etc.” was revised to match specific auto related businesses identified in the UDO’s Table of Permissible Uses.

### Section 9. Definitions.

A small number of definitions were deleted because they were not used in the ordinance (Attached Housing, Dependent-Living Facility, Multi-family Apartment, Retirement Community).

### Section 10. Development Regulations.

(b)(2) Sidewalks and Public Crosswalks. Reference to the Development Agreement was added. Makes clear that sidewalks may be located within buffers.

(b)(3) Driveways / Vehicular Access Points. Provides that vehicular access points may be modified during the permitting process subject to approval by appropriate authority.

(b)(4) Buffers. Makes clear that sidewalks may be located within buffers including the landscaped buffer on road frontages. Allows the County to eliminate the buffer along the northern boundary line of Village A and the Harrisburg Elementary School site if the County accepts the conveyance of Village A.

### Section 11. Density / Intensity.

(a) Provides that Village A land is considered Open Space if the land is conveyed to the County or it may be utilized to calculate allowed density.

(b) Caps the total density for Villages D, E, and F at 2.99 dwelling units per acre.

**Section 17. Buffers.**

Makes clear that sidewalks may be located within buffers including the landscaped buffer on road frontages. Allows the County to eliminate the buffer along the northern boundary line of Village A and the Harrisburg Elementary School site if the County accepts the conveyance of Village A.

**Section 19. Roadways and Traffic.**

Provides that vehicular access points may be modified during the permitting process subject to approval by appropriate authority.

**Section 22. Mass Grading and Timber Harvesting.**

Allows the 20% tree retention requirement to be applied to the entire property rather than to each individual village or parcel of land. Removes Village A from the tree retention requirements if Village A is conveyed to the County. Allows trees retained in buffer areas to count towards the minimum 20% retention requirement.

**Section 23. Open Space.**

Allows tree protection areas to be considered Open Space.

**Section 28. UDO.**

Makes clear that the applicable UDO is the UDO in place at the date of the Development Agreement.

**Section 30. Effective Date.**

Makes clear that rezoning of the property is effective only if Developer takes title to the land. If Developer does not deliver copies of recorded deeds conveying the land to Developer within 70 days of approval of the ordinance then the rezoning does not take effect.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LANCASTER )

ORDINANCE NO. 2015-1369  
(PDD – 27)

**AN ORDINANCE**

**TO ESTABLISH THE AVONDALE MIXED USE PLANNED DEVELOPMENT DISTRICT (PDD-27); TO APPROVE THE MASTER PLAN FOR THE DEVELOPMENT OF THE PDD-27 PROPERTY; TO PROVIDE THE REGULATIONS THAT WILL APPLY TO THE DEVELOPMENT OF THE PDD-27 PROPERTY; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

Avondale Mixed Use Planned Development District (PDD-27)

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**Section 1. Citation.** This ordinance may be cited as the Avondale Mixed Use Planned Development District (PDD-27) Ordinance or as the PDD-27 Ordinance.

**Section 2. Purpose; PDD-27.**

- (a) The purpose of this ordinance is to establish the Avondale Mixed Use Planned Development District (PDD-27), to approve the Master Plan for the development of the Property (as defined below) and to provide the regulations that will apply to the development of the Property.
- (b) The Avondale Mixed Use Planned Development District (PDD-27) Ordinance (the “Ordinance”) establishes specific land use controls over the development of the Property to ensure that it is developed in accordance with existing and future needs and to promote the health, safety and general welfare of future residents. At the same time, the intent of this Ordinance is to provide the flexibility needed to develop the Property in response to evolving innovative development

techniques for the protection of the natural environment and the quality of life of future residents.

- (c) The Avondale mixed use development is a mixed use, master planned development comprised of a combination of residential (single-family detached and multi-family townhome residences), senior residences and uses and accessory commercial, retail and service uses, civic and institutional uses and open space uses organized around an integrated development concept that utilizes a series of Villages or components that support the various land uses (the "Development").

**Section 3. Authority.** This Ordinance is enacted pursuant to the authority of Chapter 29, Title 6 of the Code of Laws of South Carolina 1976, as amended, entitled South Carolina Local Government Comprehensive Planning Enabling Act of 1994, and the Unified Development Ordinance of Lancaster County, as amended (the "UDO").

**Section 4. Jurisdiction.** This Ordinance applies to the property known as the Avondale mixed use development property which consists of approximately 179.35 acres (the "Property"). The Tax Map Numbers for the Property are 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01 and a portion of 0005-00-074.03.

**Section 5. Official Zoning Map.** The Official Zoning Map is amended to show the Property as a Planned Development District (PDD-27).

**Section 6. Master Plan.** The Master Plan for the Development, prepared by ESP Associates and dated October 10, 2016 (the "Master Plan"), is attached hereto as Exhibit A and incorporated into this Ordinance by reference.

**Section 7. Master Plan Amendments.**

- (a) Unless otherwise provided in this Ordinance, all amendments to the Master Plan shall be made in accordance with the UDO in effect at the time of the adoption of this Ordinance.
- (b) Development depicted on the Master Plan is intended to reflect a generalized arrangement of proposed land uses on the Property, but the exact configuration, placement or size of the individual site elements may be altered or modified within the limits prescribed by this Ordinance during the design and development and construction phases.
- (c) Subject to the terms of this Section 7 and pursuant to Section 13.12.2.5 of the UDO, a change in the proportion of housing types, lot widths or lot sizes by 15 percent or less of the approved dwelling unit count shall be considered to be a minor amendment of the Master Plan and shall be administratively approved once such change or changes are determined to be in accordance with the regulations specified herein.
- (d) A total maximum of 365 single-family detached residences may be developed within Villages D, E and F.

- (e) A maximum of 165 multi-family townhome residences may be developed in Village C.
- (f) A maximum of 200 Senior Residences (as described below) may be developed in Village B.
- (g) No more than 33% of the residential lots in the Development may have the same lot width. For purposes of this requirement, residential lots shall include lots for single-family detached residences and lots for multi-family townhome residences.
- (h) Alterations may be made to lot lines and dimensions, roadway alignments, and other configurations as necessary to implement the changes in land use authorized in this Section 7. These alterations shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.
- (i) Land use changes authorized by this section are effective upon the property owner filing with the Planning Department a document showing the change. These land use changes shall be administratively reviewed and approved once they are determined to be in accordance with the regulations specified herein.

**Section 8. Land Uses.**

- (a) The land uses authorized for the Development are as follows:
  - (1) Village A: Civic, Institutional, Park and Recreation Uses. Notwithstanding the foregoing, in the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A 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 below. This 6,500 square feet of gross floor area in Village A 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.
  - (2) Village B may be developed with up to 200 Senior Housing/Residences/Senior Apartments. Village B will have a mixture of Senior Housing/Residences/Senior Apartments that may or may not include the following: independent living, assisted living, memory care, respite care, continuing care facilities and hospice or nursing type units and facilities. In addition to the foregoing, a Senior Day Care facility may be located within Village B. These senior uses are intended to be supported by accessory commercial, retail and service uses that will be located internal to and within the building(s) containing the Senior Housing/Residences/Senior Apartments. These accessory commercial, retail and service uses may include one or more of the following based on market conditions and operator/user programming preferences: Beauty Shop, Barber Shop, Ice Cream Shop, Coffee Shop, Ancillary food services, Newsstand, Pharmacy, Eye Care Shop, Doctor's Office, Dental

Office and Fitness, Workout and/or Exercise Club Room areas. These accessory commercial, retail and service uses shall be allowed administratively as a use by right within Village B of PDD- 27 and shall not require an amendment to the PDD zoning or a variance, change of use permit or special use permit to initiate occupancy from a zoning standpoint, only a building permit. These commercial, retail and service uses are intended to serve the individuals living in the senior community or the patrons enrolled in the Senior Day Care facility.

In no event may the Senior Housing/Residences/Senior Apartments be owner occupied dwelling units. As a result, the Senior Housing/Residences/Senior Apartments shall be deemed to be a commercial use for purposes of Section 13.12 of the UDO.

(3) Village C: Multi-Family Townhome Residences.

(4) Villages D, E and F: Single-Family Detached Residences.

(b) As noted above in subsections 8(a)(1) and 8(a)(2), commercial, retail and service uses that are accessory to the senior uses may be located in Village A and Village B. These accessory commercial, retail and service uses may be comprised of any land use allowed in the Table of Permissible Uses in the UDO for the commercial land use district designation unless otherwise provided in this Ordinance.

(c) Notwithstanding anything contained herein to the contrary, the following land uses are prohibited in PDD-27:

(1) Adult entertainment;

(2) Auto related businesses as identified in the UDO Table of Permissible Uses, including use numbers 2.5.1 through 2.5.6.1, 2.9.1 through 2.9.4, and 2.15.1 through 2.15.5;

(3) Automobile wrecking and/or junk salvage yard;

(4) Commercial kennels;

(5) Industrial mining;

(6) Livestock auction house;

(7) Lumber and/or building materials dealer;

(8) Manufactured home type units;

(9) Modular housing;

(10) Motorized race and testing track;

(11) Pistol, rifle, skeet range or turkey shoot;

(12) Private or commercial horse stables;

(13) Rooming and boarding houses;

(14) Agricultural; and

(15) Solid waste disposal and recycling station.

**Section 9. Definitions.** In this Ordinance, each of the following terms shall have the meaning assigned to it:

Accessory Uses – A use that is incidental or insubstantial in and of itself or in relation to the principal use.

Assisted Living - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home.

Assisted Living Apartments - A system of housing and limited care that is designed for senior citizens who need some assistance with daily activities but do not require care in a nursing home. Residents are housed in apartment style units.

Civic Use - Police stations, libraries, daycare facilities, fire stations, emergency medical service stations, meeting halls, recreational facilities, government buildings, museums, schools, performing arts centers, religious buildings, picnic areas, recreation centers, water towers, public parks or any other cultural, civic or social use.

Commercial Use - Business and retail establishments providing consumer services and products.

Continuing Care – A facility that contains independent living units, assisted living units and skilled nursing facilities. Residents can transfer among levels of care as needs change. These facilities are commonly referred to as CCRCs.

Cul-de-sac – A cul-de-sac is a street that terminates in a vehicular turn-around. Cul-de-sac length shall be measured from the first point of intersection with an existing street to the center radius of the cul-de-sac bulb.

Density – The amount of residential and non-residential development permitted on the Property. The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 below.

Developer - Sinacori Builders, LLC or its assignee(s), as provided in the Development Agreement.

Development Agreement – means the Development Agreement by and between Sinacori Builders, LLC and the County of Lancaster, dated as of \_\_\_\_\_, 2016, and approved by the County Council by passage of Ordinance No. 2015-1370.

Hospice – A home providing care for the sick, especially the terminally ill.

Independent Living - Nursing homes, rest homes and homes for the aged which are designed for older or disabled persons who do not require health and support services located on the site, such as medical and nursing care, central dining and transportation services. Each living unit within the facility is a self-contained dwelling unit.

Detached Residence - A single dwelling unit not attached to any other dwelling unit, with an open yard on all sides of the structure.

Land Use - The use to which a particular area of the Property may be put as shown on the Master Plan.

Master Plan- The conceptual master plan for the development of the Property.

Memory Care - A distinct form of long-term skilled nursing that specifically caters to patients with Alzheimer's disease, dementia, and other types of memory problems.

Multi-Family Residence - A residential use consisting of a building containing three or more dwelling units. For purposes of this definition, a building includes all dwelling units that are enclosed within that building or attached to it by a common floor or wall (even the wall of an attached garage or porch). For purposes of this Ordinance, a multi-family residence shall only include a senior multi-family residence.

Multi-family Townhome Residence - A multifamily residential use in which each dwelling unit shares a common wall (including without limitation the wall of an attached garage or porch) with at least one (1) other dwelling unit and in which each dwelling unit has living space on the ground floor and a separate, ground floor entrance.

Nursing Care - A facility that offers long-term care for individuals who need rehabilitation services or who suffer from serious or persistent health issues.

Open Space - Any area on the Property designated for use as a Park or Amenity Center, Floodway, Floodplain and/or Open Space on the Master Plan or as described in Section 23 hereof.

Property - All of the land comprising the Avondale mixed use development property and that is more particularly described above in Section 4.

Property Owner - The Developer of the Property or, as to a particular Village or component, any single sub-developer the Property Owner designates in an Assignment of Property Owner Rights, as provided in Section 11(c) of this Ordinance.

Residential - Any residential land use permitted in the UDO.

Respite Care - Short-term care accommodation in a facility outside the home in which a loved one may be placed, providing temporary relief to caregivers

Retail Use - Any use associated with the sale of consumer goods, products or merchandise.

Senior Apartments - Most common type of independent senior living. Services usually include recreational programs, transportation, and meals service.

Senior Housing/Residences - Senior communities that offer single-family detached homes, duplexes, townhomes, cottages, condominiums or apartment-style independent senior living units and which offer residents the option to rent or buy their dwelling units.

Senior Day Care - A facility for the supervised care of older adults, providing activities such as meals and socialization one or more days a week during specified daytime hours. The participants, primarily persons with physical and/or mental limitations who need socialization, physical assistance, and/or psychological assistance, return to their homes, or senior apartments each evening. The program is often used as respite by family members caring for an older person who cannot be left alone safely in the home.

Single-Family Detached Residence - A residential use consisting of a single detached building containing one (1) dwelling unit and located on a lot containing no other dwelling units.

Villages- any one of the Components depicted on the Master Plan.

**Section 10. Development Regulations.**

- (a) Unless otherwise provided in this Ordinance or the Development Agreement, the development of the Property must comply with the UDO. To the extent that the Development Agreement contains zoning and development standards that are in conflict with any provision of this Ordinance or the UDO, the zoning and development standards set out in the Development Agreement shall control the development of the Property and supersede the provisions of this Ordinance and the UDO. To the extent that this Ordinance contains zoning and development standards that are in conflict with any provision or provisions of the UDO, including, without limitation, Section 13.12 of the UDO, the zoning and development standards set out in this Ordinance shall control the development of the Property and supersede the UDO provisions. Zoning and development standards shall include, without limitation, minimum lot width, minimum lot size, setback and yard requirements, maximum building height, buffers and open space requirements.
- (b) Notwithstanding the applicable provisions of the UDO, the following development regulations shall apply to the development of the Property:
- (1) Block and Roadway Configuration - Block lengths, block widths, and cul-de-sacs may vary, provided that they do not exceed 1,000 feet and adequate fire protection criteria is maintained.
  - (2) Sidewalks and Public Crosswalks -- Connectivity shall be provided through the use of sidewalks to link various areas of the Property. Sidewalks will be provided on one side of the secondary streets and along both sides of all collector roads in the development and the entrance road. As provided in the Development Agreement, Developer will install sidewalks along the Property's frontages on Harrisburg Road and Calvin Hall Road and those sidewalks shall have a minimum width of 6 feet as more particularly depicted on the Master Plan. All other sidewalks shall have a minimum width of 4 feet as more particularly depicted on the Master Plan. As provided below in subsection 10(b)(4), sidewalks may be located within buffers.
  - (3) Driveways/Vehicular Access Points - No restriction applies to the location of driveways for non-residential uses, provided, that all access roads into the residential or commercial areas from Harrisburg Road, Calvin Hall Road and other external surrounding roads are subject to approval by the South Carolina Department of Transportation ("SCDOT"). The placement and configuration of the vehicular access points into the Development as depicted on the Master Plan are conceptual in nature and they may be modified during the permitting process subject to the approval of the SCDOT and/or the County.
  - (4) Buffers – Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. Notwithstanding the foregoing, a 50 foot buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan. Except for the 50 foot buffer

established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the Property shall be allowed, as well as utility easements and sidewalks. Additionally, sidewalks may be located within the Development's buffers, including the 30 foot landscaped buffer to be established on the frontage of all roads.

Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. 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"). 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.

Notwithstanding the foregoing, 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.

- (5) **Parking** - Parking shall be provided in accordance with Section 18 of this Ordinance. Parking may be shared for uses located within Villages A and B provided that fully executed and recorded cross access agreements and shared parking agreements are provided to the Lancaster County Planning Department.
- (6) **Open Space Requirements** - For purposes of applying the Open Space requirements of Section 13.12.1.11.b of the UDO to the Development, trails, utility easements and utility crossings and any associated improvements required to construct and maintain such crossings, encroachments or facilities may be included in the areas designated for incorporation into the Development's Open Space calculations provided that they meet the requirements of Section 13.12.1.11.b.ii.C of the UDO.
- (7) **Floodway Restrictions** - In addition to the uses allowed by Section 16.1.3.2 of the UDO for land within a floodway, the following uses are allowed: (i) Open Space and non-buildable portions of single family

residential lots; and (ii) roadway crossings, utility crossings and any associated improvements necessary to develop such crossings.

- (8) Floodplain Restrictions -- In lieu of the provisions of Section 16.1.4 of the UDO, the following requirement shall apply: No building or fill material shall be located within a distance of the stream bank equal to five (5) times the width of the stream at the top of the bank area unless certification with supporting technical data by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (9) Submission Requirements -- Environmental Characteristics of the Site - When submitting flood frequency information as a part of the subdivision approval process, the entity seeking subdivision approval is required to submit only one hundred (100) year frequency flood information, provided, however, buildings or fill material shall not be placed within a FEMA one hundred (100) year floodplain without a LOMR-F.
- (10) Connectivity - The minimum connectivity index required for PDD-27 is 1.4.
- (11) Street Trees – Street trees shall be installed back of sidewalk and outside of the public right of way.

**Section 11. Density/Intensity.**

(a) Development density or intensity for a particular use shall not exceed the following use densities:

<u>Land Use</u>	<u>Density/Intensity</u>	<u>Total Number of Acres/Units/ Facilities</u>
Single-Family Detached - Villages D, E and F	Up to 2.99 Dwelling Units/Acre, On Average	Up to 365 Total Single-Family Detached Residences
Multi-Family Townhomes - Village C	Up to 5.99 Dwelling Units/Acre, On Average	Up to 165 Total Multi-Family Townhome Residences
Senior Mixed Use - Village B Senior Residences/Apartments/ Senior Housing	Up to 8.0 Dwelling Units/Acre	Up to 200 Total Dwelling Units
Senior Daycare	N/A	Up to 6000 sq. feet of gross floor area
Commercial/Retail/Service in support of Senior Uses		Up to 15,000 sq. feet of gross floor area
Village A – Commercial/Retail/Service in Support of Senior Use**		Up to 6,500 sq. feet of gross floor area

\*\* In the event that the County does not accept the dedication and conveyance of Village A as more particularly described in Section 26 below, Village A may be incorporated into Village B and Village A 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 above. This 6,500 square feet of gross floor area in Village A 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.

As provided in Section 24 below, in the event that the dedication and conveyance of Village A to the County is accepted by the County, then the entire land area of Village A shall, at the election of Developer, be considered to be Open Space and counted towards the required amount of Open Space for the Development, or it may be utilized to calculate the allowed density for the Development or any portion thereof.

(b) The number of lots for single-family detached residences located within each of Villages D, E and F as depicted on the Master Plan may be altered by Developer in its discretion, provided that the total number of lots for single-family detached residences located in Villages D, E and F does not exceed 365, and the total density for Villages D, E and F does not exceed 2.99 dwelling units per acre.

(c)(1) Developer may transfer development uses or intensity (the number of residential units or the number of acres devoted to any particular use) within the Property by transferring density or units from any Village within the Property to any other Village within the Property, so long as the total intensity of development within the Property as a whole (measured in total number of residential units or acreage, as applicable) does not increase. If any density (total number of dwelling units or building area) allocated to a Village by an Assignment of Property Owner Rights is not utilized, as determined with reference to approved site plans for all areas within the Village, the unused density shall revert to the Developer for allocation to any other Village.

(c)(2) As used in this subsection (c) and in the definition of "Property Owner" in Section 9 of this Ordinance, "Assignment of Property Owner Rights" means a written instrument in recordable form by which the Developer assigns its rights as property owner under this Ordinance to another person or entity with respect to a particular Village designated in the Assignment of Property Owner Rights. The Assignment of Property Owner Rights may include such limitations on the assignee as the Developer desires including, without limitation, restrictions on the type of units that may be constructed within a Village, the location where those units may be constructed within the Village, the number of units of a particular type that may be constructed within the Village, the minimum lot requirements for the Village (including requirements for setback, lot area, building height, lot width, buffers, and number of units per lot). All restrictions contained within the Assignment of Property Owner Rights are binding on the assignee and each person who ultimately owns any real estate within the designated Village. Any such limitations shall be in addition to any private contractual restrictions placed upon all or any part of any Village by the Property Owner. The Assignment of Property Owner Rights shall not be used as a method to change the Master Plan which may be changed only in accordance with the provisions of this Ordinance and Section 13.12.2.5 of the UDO.

(c)(3) Developer shall issue a certificate stating the maximum development intensity allowable on any tract within the Property consistent with this Ordinance prior to the sale of any such parcels or before building permits are issued for that specific area of the Property. The certificate will state the number of dwelling units and/or the amount, in acres, of commercial, retail or service uses, as applicable, that may be developed on the applicable various tracts. Developer must file a copy of the certificate with the Planning Department. The County shall be responsible for creating and maintaining a record of the number of

dwelling units and/or acres allocated to each tract as well as the total number of dwelling units or floor area actually constructed on each tract.

**Section 12. Setbacks and Yards.** (a) All lots within PDD-27 shall meet or exceed the following setback and yard requirements from a public right of way:

Land Use	Min. Setback	Min. Side Yard	Min. Rear Yard
Single-Family Detached Villages D, E and F	20'	5'	25'
Multi-Family Townhome - Village C	20'	7'	25'
Senior Mixed Use Village B	25'	5'	15'
Village A	25'	5'	15'

- (b) Eaves, cornices, chimneys, gutters, vents and other minor architectural features may project up to 24" into the setback area.
- (c) HVAC equipment may encroach up to 2' into side or rear yards. HVAC units shall be located on opposite sides of the lots for adjacent homes to prevent HVAC units being located next to each other.
- (d) Setbacks along a private road within any residential/ multifamily use shall be measured from the lot line and shall satisfy fire access and emergency management vehicular requirements.
- (e) Single family homes, multi-family townhomes, senior housing/residences/apartments, non-residential buildings and any other types of buildings may not encroach into the required buffers.

**Section 13. Building Height.** (a) Except as provided below, maximum building heights must comply with the requirements of the UDO:

Land Use	Maximum Building Height
Single-Family Detached - Villages D, E and F	35'
Multi-Family Townhome - Village C	41'
Senior Mixed Use - Village B	50'
Village A if not accepted by the County	50'
Civic/Institutional/Park and Recreation Uses	N/A

- (b) A sprinkler system is required for non-residential structures greater than 35 feet in height. No structure may be over 50' in height unless approval is obtained from the emergency preparedness department and the building and zoning department.

**Section 14. Lot Size.** (a) All lots shall contain the minimum number of square feet (sf) indicated in the following table:

<b>Land Use</b>	<b>Minimum Lot Size</b>
Single-Family Detached - Villages D, E and F	6,500 sq. feet
Multi-Family Townhome - Village C	1,000 sq. feet
Senior Mixed Use – Village B	
Commercial/Retail/Service in support of Senior Uses	No minimum lot size
Senior Day Care	No minimum lot size
Village A if not accepted by the County	No minimum lot size
Civic/Institutional/Park and Recreation Uses	No minimum Lot Size

(b) Lot size excludes all required buffers, road right-of-way, common open space, easements, 100 year floodplain, and other areas within a subdivision that typically are not controlled or developed by the lot owner.

**Section 15. Lot Width.** All lots shall meet or exceed the minimum widths indicated in the following table:

<b>Land Use</b>	<b>Minimum Lot Width</b>
Single-Family Detached - Villages D, E and F	55' front loaded type lots
Senior Mixed Use - Village B	100'
Multi-Family Townhome - Village C	22'
Village A if not accepted by the County	100'
Civic/Institutional/Park and Recreation Uses	No Minimum

**Section 16. Front Loaded Single Family Residences.** All lots for single family detached residences shall be front loaded.

**Section 17. Buffers.**

(a) Except as otherwise specifically provided herein or on the Master Plan, the Development shall comply with the buffer requirements set out in Section 13.12 of the UDO. Notwithstanding the foregoing, a 50 foot wide buffer shall be provided along those portions of the exterior boundaries of the Development that are more particularly depicted on the Master Plan. Except for the 50 foot buffer established adjacent to a portion of Calvin Road, the outer 40 feet of the 50 foot buffer shall be undisturbed as more particularly depicted on the Master Plan. As provided in Section 13.12.1.11(i) of the UDO, within the undisturbed portion of the buffer, ingress/egress to the Property shall be allowed, as well as utility easements and sidewalks. Additionally, sidewalks may be located within the

Development's buffers, including the 30 foot landscaped buffer to be established on the frontage of all roads.

Where steep topography is present or pedestrian/vehicular access, utility easements, or sidewalks are needed, grading will be allowed in these buffers. The buffers are to remain as open space, except to the extent necessary to accommodate berms, walls, fences, signs and graphics, lighting fixtures, access points, drainage easements, utility lines, sidewalks and other facilities, and other uses identified in the UDO. Where there is an insufficient natural buffer, plantings will be installed by the Developer.

- (b) Notwithstanding the foregoing, two variances from the buffer standards have been provided through the Development Agreement. 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"). 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.

Notwithstanding the foregoing, 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.

- (c) If the Developer can demonstrate to the Chief Zoning Officer that the topography or elevation of a development site, the size of the parcel to be developed, or the presence of a buffer or screening on adjacent property would make strict adherence to the buffer requirements of the UDO serve no meaningful purpose, then the Chief Zoning Officer shall refer the matter to the Planning Commission for consideration and the Planning Commission may waive the buffer requirements for that site.

### **Section 18. Parking.**

- (a) All uses within the PDD may utilize on street parking to meet the requirements of Section 11.2 of the UDO. If parking is allowed on any road within this Development regardless of which Village it is allowed in, the road must be wide enough to allow the parking of vehicles on the street and the travel width of the road must be at least 24 feet excluding the parking areas. Multi-level parking garages are an allowed use in Village B of the PDD.

- (b) For commercial, retail or service uses located within the Senior Mixed Use Village B, no additional parking is required since these uses are only intended for use by the senior residents.

**Section 19. Roadways and Traffic.**

- (a) The number, location and alignment of the internal roadways shown on the Master Plan may be modified, provided that they are constructed in conformance with the roadway design and construction standards set forth in this section.
- (b) All internal roadways shall be built to the County's construction standards set forth in the UDO and Chapter 26 of the Lancaster County Code, except as otherwise specified in subsections (c) through (e) of this section.
- (c) Any portion of the Property may have private roads.
- (d) All internal roads will be constructed with curb and gutter.
- (e) The placement and configuration of the vehicular access points into the Development as depicted on the Master Plan are conceptual in nature and they may be modified during the permitting process subject to the approval of the SCDOT and/or the County.
- (f) All internal roadways will be constructed in accordance with the following minimum standards:

	<b>Street Standards</b>	<b>R/W Width</b>
1. Local Limited Res. Street	22' Asphalt 24' BC/BC	40' r/w
2. Local Residential	22' Asphalt 27' BC/BC	50' r/w
3. Residential Collector Street	32' Asphalt 36' BC/BC	66' r/w
4. Private Street/Drive Townhomes/Commercial	22' Asphalt 23' BC/BC (Standard 1' – 6" Curb)	30' Clear Zone

- (g) All connections to SCDOT roadways must meet SCDOT regulations and be approved by SCDOT.

**Section 20. Street Lighting.**

- (a) Community street lighting shall be provided within the Property, and shall be designed and constructed in accordance with the requirements of this section and the UDO.
- (b) All community street lighting within each Village shall be of uniform design and all lighting throughout the Property shall be complementary.

- (c) The community street lighting shall be part of an overall street lighting program for the Property. The street lighting shall be maintained and operated by the appropriate electric utility, a property owners association, or some other non-profit entity.
- (d) Nothing in this section shall be construed to limit or otherwise impair the ability of any individual resident or lot owner to construct or install lighting anywhere on such resident's or owner's lot. Such lighting, however, shall be appropriately shielded so that it does not interfere with the reasonable enjoyment of neighboring properties.

**Section 21. Model Homes and Other Buildings.** Within the boundaries of tax parcels 0005-00-093.05, 0005-00-078.00, 0005-00-083.00, 0005-00-089.01, 0005-00-089.00, 0005-00-076.00, 0005-00-077.00, 0005-00-093.04, 0005-00-092.00, 0005-00-091.03, 0005-00-091.00, 0005-00-075.01, 0005-00-075.00, 0005-00-079.01, and a portion of 0005-00-074.03, prior to the installation of water and sewer for the Development or any of its components, the Developer at any given time may be issued not more than eleven (11) building permits of which ten (10) may be for model single family residences for sale ("Model Homes") and one (1) for a sales office, provided that all applicable requirements of the Lancaster County Water and Sewer District are satisfied by Developer, and all applicable requirements of the South Carolina Department of Health and Environmental Control and other relevant governmental agencies are satisfied by Developer. The absence of a certificate of occupancy does not prevent developer from using the Model Home for Model Home purposes.

**Section 22. Mass Grading and Timber Harvesting.** The Developer may mass grade all or any portion of the Property, sell or relocate excess soils resulting from such mass grading, and harvest and process timber within the Property, provided that the Developer complies with Section 13.7.11.7 of the UDO. For purposes of Section 13.7.11.7 of the UDO, the requirement to retain a minimum of 20 percent of all trees on the Property shall apply to the entire Property (comprised of Villages A, B, C, D, E and F), rather than to each individual Village or parcel of land that comprises or will comprise the Property. Accordingly, provided that a minimum of 20 percent of all trees on the Property are retained, each individual Village or parcel of land that comprises or will comprise the Property will not be required to meet the tree retention requirements of Section 13.7.11.7 of the UDO. Notwithstanding the foregoing, if the County accepts the conveyance of Village A pursuant to the Development Agreement and Section 26 hereof, or if Village A is removed from PDD-27 pursuant to Section 26 hereof, then the area or acreage of Village A shall not be considered when calculating and determining the tree retention requirements for the remainder of the Property (comprised of Villages B, C, D, E and F).

Additionally, retained trees located within any buffers shall count towards the minimum 20 percent tree retention requirement provided that any such buffer areas are designated as tree protection areas.

**Section 23. Open Space.** In addition to any other areas of the Development considered to be Open Space under the UDO, the facilities or areas set out in subparagraphs (a), (b) and (c) below shall be considered to be Open Space, and the entire land area of Village A may be considered to be Open Space as provided below in Section 24(a) hereof.

- (a) A storm water detention facility shall be considered to be Open Space provided that the storm water detention facility meets the requirements of Section 13.12.1.11(b)(ii)(A) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(A)(4) of the UDO may be met by providing a walking trail to and around the storm water detention facility so that the storm water detention facility is accessible to the public.
- (b) Buffer areas shall be considered to be Open Space provided that the buffer areas meet the requirements of Section 13.12.1.11(b)(ii)(A) and 13.12.1.11(b)(ii)(B) of the UDO. The requirement set out in Section 13.12.1.11(b)(ii)(B)(2) of the UDO shall be met by the provision of a minimum 6 foot wide sidewalk located adjacent to or within the buffer areas as more particularly depicted on the Master Plan so that the buffer areas are conducive to actual use for passive recreational purposes by residents of the Development.
- (c) Tree protection areas under Section 13.7.11.7 of the UDO shall be considered to be Open Space provided that such tree protection areas meet the requirements of Section 13.12.1.11(b)(ii)(A) of the UDO.
- (d) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density as provided below in Section 24.

**Section 24. Density.**

- (a) In the event that the dedication and conveyance of Village A to the County is accepted by the County, then the entire land area of Village A shall, at the election of Developer, be considered to be Open Space and counted towards the required amount of Open Space for the Development, or it may be utilized to calculate the allowed density for the Development or any portion thereof.
- (b) If a storm water detention facility does not meet the applicable requirements of Section 13.12.1.11(b)(ii)(A) of the UDO such that it does not qualify as Open Space, then the area of the storm water detention facility may be utilized to calculate density.
- (c) The manner in which the permitted maximum density of the Development is calculated or determined is more particularly set out on the Density Exhibit attached hereto as Exhibit B and incorporated herein by reference. The maximum permitted density is set out on the Master Plan and in Section 11 hereof.
- (d) Any land area within the Property that is dedicated and/or utilized as right of way for public or private streets may be utilized to calculate the allowed density for the Development or any portion thereof.
- (e) For purposes of determining the maximum permitted density, pursuant to Section 13.12.1.11(b)(viii) of the UDO, any calculation which results in a fraction equal to or greater than .51 shall be rounded upward to the next number. For example, 6.6 dwelling units per acre shall be considered to be 7 dwelling units per acre.

**Section 25.** **Architectural Standards.** The permitted exterior building materials for all principal buildings and structures below the roofline that are located in the Development shall be face brick, stone, manufactured stone, pre-cast stone, synthetic stone, cementitious siding, shake, EIFS, stucco and wood. Vinyl shall not be a permitted exterior building material provided, however, that vinyl may be utilized on the soffits, trim and railings, and vinyl windows may be installed on the buildings and structures located in the Development.

**Section 26.** **Dedication of Village A to the County.** As provided in the Development Agreement, Developer shall offer for dedication and conveyance to the County that approximately ten (10) acre portion of the Development designated as Village A on the Master Plan for civic, institutional, park and/or recreation uses. Village A 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 and Developer acknowledge that whether Village A is ultimately accepted and developed by the County or its designee is dependent on the availability of funding to pay for the development of Village A and that the decision to accept and develop Village A is a discretionary decision for County Council. If the County determines to accept the dedication and conveyance of Village A, then Developer shall convey Village A to the County free of any encumbrances and by way of a general warranty deed conveying marketable and insurable title to the 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 Village A. If the County should, in its discretion, decide not to accept Village A, then Developer shall be permitted, in its discretion, to retain Village A and either remove it from the PDD-27 or keep it in the PDD-27 and combine Village A with Village B, the Mixed Use Village. In the event that Developer determines to keep Village A in the PDD-27 and to combine it with Village B, then Village A 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 above. This 6,500 square feet of gross floor area in Village A 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 Village A, 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 27.** **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 28.** **UDO.** Any reference to the UDO set out in this Ordinance shall be deemed to refer to the UDO as of the Agreement Date, as defined in the Development Agreement.

**Section 29.** **Controlling Ordinance.** Except as otherwise provided in Section 10(a) of this Ordinance, to the extent this Ordinance contains provisions that conflict with provisions contained in the Lancaster County Code or other County ordinances, resolutions, policies, procedures and actions, the provisions contained in this Ordinance shall supersede all other such provisions and this Ordinance is controlling.

**Section 30. Effective Date.** This Ordinance is effective upon third reading, provided, however, the rezoning of the Property to Planned Development District provided for in Section 5 of this ordinance is effective when Sinacori Builders, LLC, delivers to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity. If Sinacori Builders, LLC, or a Sinacori Related Entity has not delivered to the County Administrator recorded deeds conveying the Property identified in Section 4 of this Ordinance to Sinacori Builders, LLC, or a Sinacori Related Entity by 5:00 p.m., Friday, April 1, 2017 then the rezoning of the Property to Planned Development District provided for in Section 5 of this Ordinance shall not become effective. As used in this section, 'Sinacori Related Entity' means (i) an entity that is owned or controlled by Sinacori Builders, LLC, a North Carolina limited liability company, or is owned or controlled by an entity that owns at least a fifty percent (50%) membership interest in Sinacori Builders, LLC; and/or (ii) any entity that is the successor in interest to Sinacori Builders, LLC via merger or operation of law.

And it is so ordained this \_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

1<sup>st</sup> reading: December 14, 2015  
2nd reading: October 24, 2016 Tentative  
3rd reading: November 14, 2016 Tentative

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**EXHIBIT A to Ordinance No. 2015-1369 (PDD-27)**

**Avondale Site**

**Planned Development District (PDD-27)**

**Master Plan**

See attached.

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**EXHIBIT B to Ordinance No. 2015-1369 (PDD-27)**

**Avondale Site**

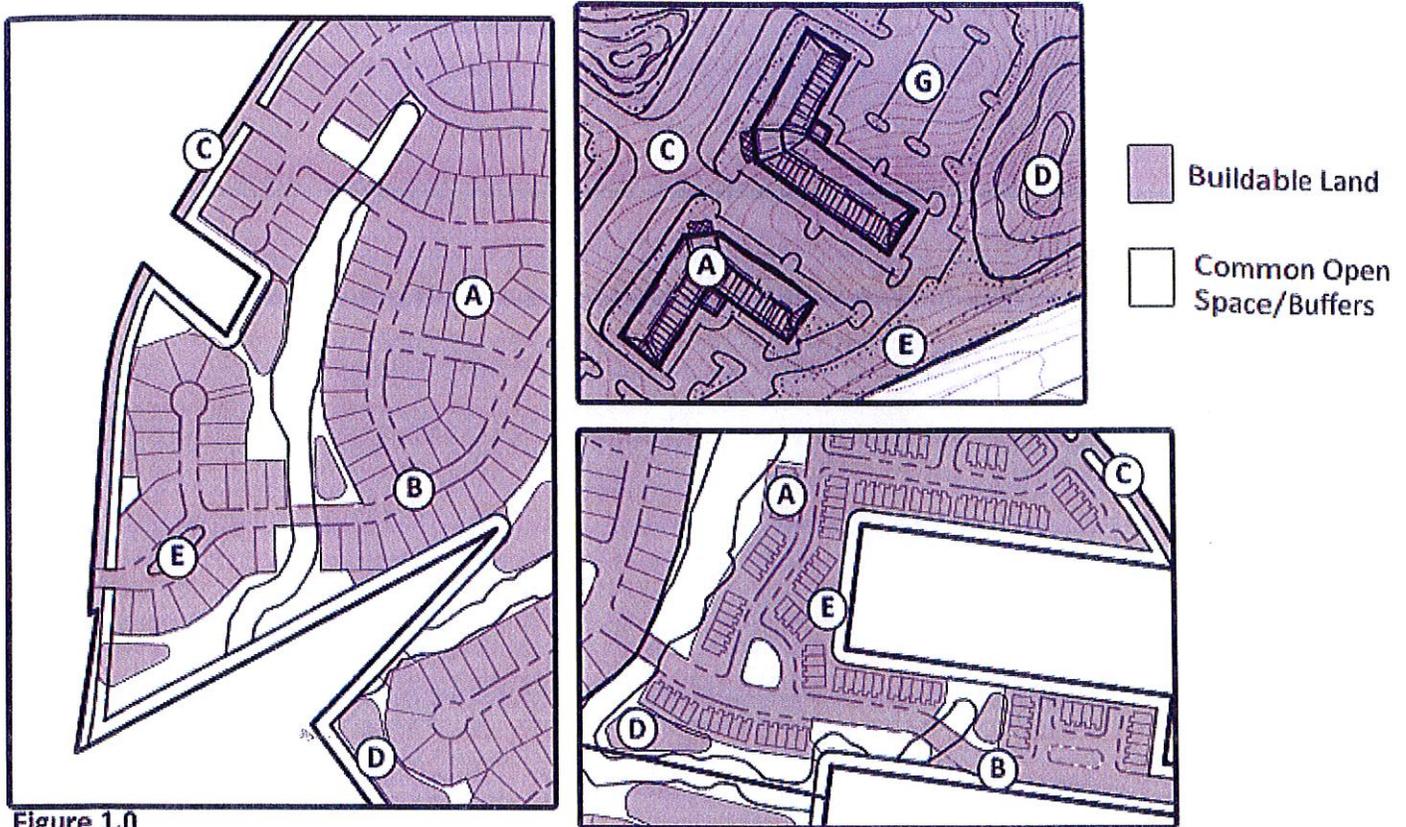
**Planned Development District (PDD-27)**

**Density Exhibit**

See attached.

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# Density Exhibit



**Figure 1.0**  
Conceptual layouts, for example only; not to scale

Per Lancaster County UDO, Section 13.12.1.11.b.viii - "Density": Density is based on buildable land. Common Open Space cannot be used to calculate density. Roads will be allowed to be included when determining density.

\*Note: Pursuant to Section 24(a) of this Ordinance, the land area of Village A may be utilized to calculate allowed density for the Development or any portion thereof.

**Buildable Land Includes (See Figure 1.0 above):**

- (A) Lots (single family/multi-family/townhomes) and Buildings
- (B) Proposed rights-of-way
- (C) Existing rights-of-way
- (D) Stormwater/water quality ponds/BMPs that are NOT included as Common Open Space
- (E) Strips of improved open area that are less than 50' wide and therefore do not qualify as Common Open Space and are NOT part of a required perimeter or road buffer
- (G) Parking lots

**Example Density Calculation:**

Proposed Lots/Units: 100 Lots  
 Buildable Area: 50 Acres  
 Proposed Density: 100 Lots/50 Acres = 2.0 DU/Acre

07-01-2016

## Agenda Item Summary

Ordinance #: 2015-1370 (Avondale Development Agreement)

Contact Person: John Weaver

Department: County Attorney

Date Requested to be on Council Agenda: October 24, 2016

Committee: I&R Committee

**Issue for Consideration:** Whether or not it is appropriate for County Council to consider passage of 2<sup>nd</sup> Reading of Ordinance 2015-1370 so as to accept the terms and conditions of a revised Development Agreement negotiated with Sinacori Builders, LLC involving a 180 acre residential subdivision located at the intersection of Calvin Hall Road and Harrisburg Road in Indian Land.

**Points to Consider:** This Planned Development District (PDD-27) subdivision project first began in the spring months of 2015. The matter was considered by the Planning Commission during the fall of 2015 and came to Council with a favorable recommendation. Following a 7-0 vote to accept the original Development Agreement on December 14, 2015, 2<sup>nd</sup> Reading of the ordinance was never addressed by Council. Following Council's 6-1 passage of a Motion to Renew consideration of the Development Agreement, a revised contract now is being presented to Council. The material sections of the development Agreement are as follows:

1. 6 foot wide sidewalks will be constructed by the developer along both Calvin Hall Road and Harrisburg Road outside of the SCDOT right of way.
2. The Lancaster County School District will receive \$365,000
3. Lancaster County will receive \$730,000 for Public Safety.
4. The developer will contribute ten (10) acres of property from the development acreage adjacent to Harrisburg Road to Lancaster County. The appraised value of that contribution is \$890,000.
5. 3<sup>rd</sup> party expenses not to exceed \$17,500 incurred by the County will be paid by the developer.
6. The developer will seek the approval of SCDOT to realign Calvin Hall Road so as to provide a safer intersection with Harrisburg Road. The developer and the county will seek the approval of SCDOT to redesign the intersection to include a roundabout passageway. If realignment is denied, signal lights at the existing intersection will be installed, with the developer contribution \$225,000 toward either the construction of the roundabout or the installation of traffic signals.
7. Assuming passage, the contributed funds and property noted above are expected to be accomplished within not more than ninety (90) days following 3<sup>rd</sup> Reading.

**Funding and Liability Factors:** N/A

**Council Options:** Approve or reject the ordinance.

**Recommendation:** On October 11, 2016, the I&R Committee received a detailed briefing on the particulars and specifics of the proposed Development Agreement and voted 2-1 to move the matter on to County Council with a favorable recommendation.

# Lancaster County Planning Department

101 N. Main St., Ste. 108

P.O. Box 1809

Lancaster, South Carolina 29721-1809

Telephone (803) 285-6005

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## LANCASTER COUNTY PLANNING COMMISSION

### REPORT TO COUNTY COUNCIL

#### DEVELOPMENT AGREEMENT – SINACORI BUILDERS, LLC

Pursuant to Sections 23.5d and 23.5e of the Unified Development Ordinance of Lancaster County, the Planning Commission has reviewed as received from Sinacori Builders, LLC the proposed Development Agreement – Sinacori Builders, LLC/Avondale PDD-27

At its meeting on Tuesday, October 18, 2015, the Planning Commission conducted a public hearing on the proposed Development Agreement – Sinacori Builders, LLC. In addition, by a 5-2 vote, the Planning Commission voted to recommend to County Council approval of the Development Agreement – Sinacori Builders, LLC/Avondale PDD-27.

Respectfully submitted,



Charles Keith Deese

Chair, Lancaster County Planning Commission

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STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LANCASTER                )                **ORDINANCE NO. 2015-1370**

**AN ORDINANCE**

**TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SINACORI BUILDERS, LLC, AND THE COUNTY OF LANCASTER RELATING TO THE AVONDALE DEVELOPMENT; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.**

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

**Section 1. Findings and Determinations.**

The Council finds and determines that:

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

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

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

**Section 2. Approval of Agreement; Authorization to Act.**

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver a Development Agreement between Sinacori Builders, LLC, and the County of Lancaster relating to the Avondale development (the "Development Agreement") in the name and on behalf of the County of Lancaster. The form of the

Development Agreement is attached hereto as Exhibit A and all terms, provisions and conditions of the Development Agreement are incorporated herein by reference as if the Development Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, the Lancaster County Council approves the Development Agreement and all of its terms, provisions and conditions. The Development Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of Lancaster County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Development Agreement attached to this ordinance.

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

**Section 3. Severability.**

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

**Section 4. Controlling Provisions.**

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

**Section 5. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

LANCASTER COUNTY, SOUTH CAROLINA

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Bob Bundy, Chair, County Council

---

Steve Harper, Secretary, County Council

Attest:

---

Debbie C. Hardin, Clerk to Council

Planning Commission Public Hearing: October 18, 2016

First Reading: October 24, 2016

Tentative

Second Reading: November 14, 2016

Tentative

Third Reading: November 28, 2016

Tentative

Public Hearing: November 28, 2016

**Exhibit A to Ordinance No. 2015-1370**

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

See attached.

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(Space above this line for recording use)  
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**STATE OF SOUTH CAROLINA            )**           **DEVELOPMENT AGREEMENT**  
  )  
**COUNTY OF LANCASTER                )**           **AVONDALE DEVELOPMENT**

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_ day of \_\_\_\_\_, 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) upon the earlier of either September 1, 2018 or the closing on the sale of any portion of the Avondale development to an individual or entity other than a Sinacori Related Entity (the "School Payment"). Developer acknowledges and agrees that County is responsible only for the remittance of the School Payment to the Lancaster County School District and that the County has no other obligation or responsibility for the School

Payment. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

**Section 4.01B. Funds for Public Safety.** Developer agrees to pay to the County SEVEN HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$730,000.00) upon the earlier of either September 1, 2018, or the closing on the sale of any portion of the Avondale development to an individual or entity other than a Sinacori Related Entity (the “Public Safety Payment”). Upon receipt of the Public Safety Payment, the monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire and emergency medical service in the panhandle area of the County. The determination of the specific uses for the Public Safety Payment is at the discretion of the County Council. As used in this section, “Developer” means Sinacori Builders, LLC, a North Carolina limited liability company, and does not include its successors or assigns but does include a Sinacori Related Entity that holds title to the Property.

**Section 4.01C. 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 this Agreement takes effect pursuant to Section 5.19 hereof, and County must accept this offer by written notice to Developer within sixty (60) days of the date on which this Agreement takes effect 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 sixty (60) 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 ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

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

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

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

(A) **Roads.** (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation ("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 (6<sup>th</sup>) Judicial Circuit of the State of South Carolina.

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

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

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

**Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Friday, April 1, 2017, 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.

**Section 5.20. Tolling of Performance/Termination of Agreement.** In the event that a civil action is filed challenging the validity of the rezoning of the Property to the Planned Development District and/or the County's approval and execution of this Agreement, then Developer's obligations under this Agreement, the time periods within which such obligations must be performed and the development schedule set out in Exhibit C shall be tolled until such time that a final, non-appealable decision has been rendered by a court in the civil action affirming the rezoning of the Property and/or the County's approval and execution of this Agreement, or the plaintiff(s) in such civil action voluntarily dismiss the civil action with prejudice. More specifically, all obligations and time periods shall be tolled for the period of

time commencing on the date that a civil action is filed and terminating on the date that a **final, non-appealable** decision has been rendered by a court in the civil action affirming the rezoning of the Property and/or the County's approval and execution of this Agreement, or the date on which the plaintiff(s) in such civil action voluntarily dismiss the civil action with prejudice.

Alternatively, in the event that a civil action is filed as described above, Developer may, at its option, terminate this Agreement and its obligations hereunder by written notice to the County.

[SIGNATURES ON FOLLOWING PAGES]





**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 re-zoning of the property.* See Section 1.05.

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

(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**

This drawing and/or the design shown are the property of ESP Associates, P.A. The use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.  
 ESP Associates, P.A.

**Avondale**

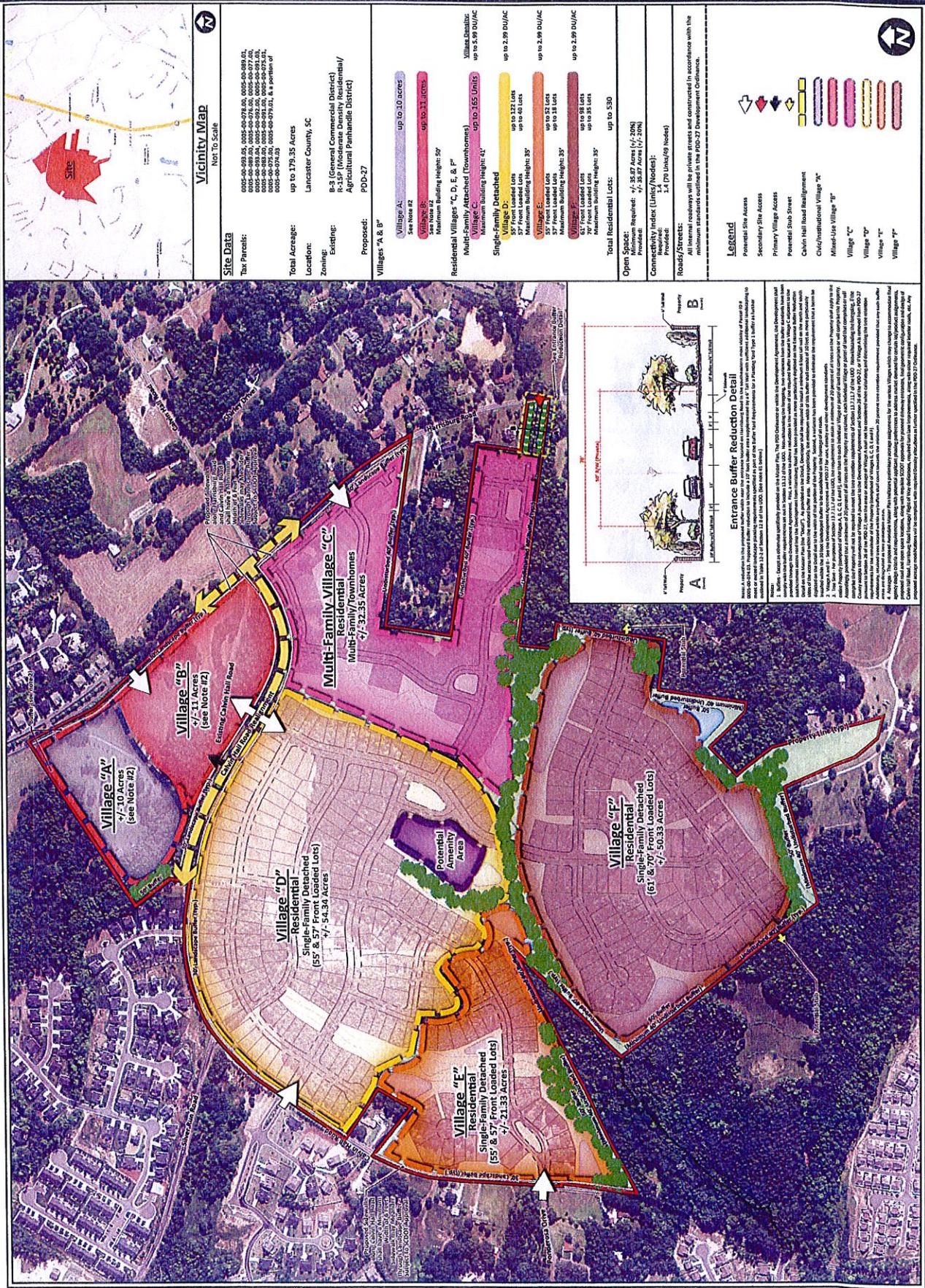
**Preliminary Master Plan**

**PDD-27**

PROJECT LOCATION  
 Lancaster County, SC



NO.	DATE	DESCRIPTION
01	12-20-23	PRELIMINARY MASTER PLAN
02	12-20-23	PRELIMINARY MASTER PLAN
03	12-20-23	PRELIMINARY MASTER PLAN
04	12-20-23	PRELIMINARY MASTER PLAN
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99	12-20-23	PRELIMINARY MASTER PLAN
100	12-20-23	PRELIMINARY MASTER PLAN



**Site Data**  
 The Parcels:  
 0005-00-093-05, 0005-00-078-00, 0005-00-089-01, 0005-00-089-02, 0005-00-089-03, 0005-00-089-04, 0005-00-089-05, 0005-00-089-06, 0005-00-089-07, 0005-00-089-08, 0005-00-089-09, 0005-00-089-10, 0005-00-089-11, 0005-00-089-12, 0005-00-089-13, 0005-00-089-14, 0005-00-089-15, 0005-00-089-16, 0005-00-089-17, 0005-00-089-18, 0005-00-089-19, 0005-00-089-20, 0005-00-089-21, 0005-00-089-22, 0005-00-089-23, 0005-00-089-24, 0005-00-089-25, 0005-00-089-26, 0005-00-089-27, 0005-00-089-28, 0005-00-089-29, 0005-00-089-30, 0005-00-089-31, 0005-00-089-32, 0005-00-089-33, 0005-00-089-34, 0005-00-089-35, 0005-00-089-36, 0005-00-089-37, 0005-00-089-38, 0005-00-089-39, 0005-00-089-40, 0005-00-089-41, 0005-00-089-42, 0005-00-089-43, 0005-00-089-44, 0005-00-089-45, 0005-00-089-46, 0005-00-089-47, 0005-00-089-48, 0005-00-089-49, 0005-00-089-50, 0005-00-089-51, 0005-00-089-52, 0005-00-089-53, 0005-00-089-54, 0005-00-089-55, 0005-00-089-56, 0005-00-089-57, 0005-00-089-58, 0005-00-089-59, 0005-00-089-60, 0005-00-089-61, 0005-00-089-62, 0005-00-089-63, 0005-00-089-64, 0005-00-089-65, 0005-00-089-66, 0005-00-089-67, 0005-00-089-68, 0005-00-089-69, 0005-00-089-70, 0005-00-089-71, 0005-00-089-72, 0005-00-089-73, 0005-00-089-74, 0005-00-089-75, 0005-00-089-76, 0005-00-089-77, 0005-00-089-78, 0005-00-089-79, 0005-00-089-80, 0005-00-089-81, 0005-00-089-82, 0005-00-089-83, 0005-00-089-84, 0005-00-089-85, 0005-00-089-86, 0005-00-089-87, 0005-00-089-88, 0005-00-089-89, 0005-00-089-90, 0005-00-089-91, 0005-00-089-92, 0005-00-089-93, 0005-00-089-94, 0005-00-089-95, 0005-00-089-96, 0005-00-089-97, 0005-00-089-98, 0005-00-089-99, 0005-00-089-100

**Village 'A' & 'B'**  
 Village A: up to 10 acres  
 Village B: up to 11 acres  
 Maximum Building Height: 30'  
 Max Height: 32'  
 Residential Villages 'C, D, E, & F'  
 Village C: up to 265 Units  
 Maximum Building Height: 42'  
 Village D: up to 2.89 DU/AC  
 up to 121 Lots  
 up to 48 Lots  
 Village E: up to 2.89 DU/AC  
 up to 52 Lots  
 up to 18 Lots  
 Village F: up to 2.89 DU/AC  
 up to 98 Lots  
 up to 35 Lots

**Open Space:**  
 Required: 4.367 Acres (1.1%)  
 Provided: 47.367 Acres (17.20%)  
**Connectivity Index (Links/Woods):**  
 Required: 1.4 (1.0 Units/89 meters)  
 Provided: 1.4 (1.0 Units/89 meters)

**Roady Streets:**  
 Minimum standards will be private streets and constructed in accordance with the minimum standards outlined in the PDD-27 Development Ordinance.  
**Legend**  
 Potential Site Access  
 Secondary Site Access  
 Primary Village Access  
 Potential Stub Street  
 Cavin Hall Road Realignment  
 Civic/Institutional Village 'A'  
 Mixed-Use Village 'B'  
 Village 'C'  
 Village 'D'  
 Village 'E'  
 Village 'F'

**Entrance Buffer Reduction Detail**  
 A: 10' Buffer  
 B: 10' Buffer  
 C: 10' Buffer  
 D: 10' Buffer  
 E: 10' Buffer  
 F: 10' Buffer  
 G: 10' Buffer  
 H: 10' Buffer  
 I: 10' Buffer  
 J: 10' Buffer  
 K: 10' Buffer  
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 W: 10' Buffer  
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 Y: 10' Buffer  
 Z: 10' Buffer

**Site Data**  
 The Parcels:  
 0005-00-093-05, 0005-00-078-00, 0005-00-089-01, 0005-00-089-02, 0005-00-089-03, 0005-00-089-04, 0005-00-089-05, 0005-00-089-06, 0005-00-089-07, 0005-00-089-08, 0005-00-089-09, 0005-00-089-10, 0005-00-089-11, 0005-00-089-12, 0005-00-089-13, 0005-00-089-14, 0005-00-089-15, 0005-00-089-16, 0005-00-089-17, 0005-00-089-18, 0005-00-089-19, 0005-00-089-20, 0005-00-089-21, 0005-00-089-22, 0005-00-089-23, 0005-00-089-24, 0005-00-089-25, 0005-00-089-26, 0005-00-089-27, 0005-00-089-28, 0005-00-089-29, 0005-00-089-30, 0005-00-089-31, 0005-00-089-32, 0005-00-089-33, 0005-00-089-34, 0005-00-089-35, 0005-00-089-36, 0005-00-089-37, 0005-00-089-38, 0005-00-089-39, 0005-00-089-40, 0005-00-089-41, 0005-00-089-42, 0005-00-089-43, 0005-00-089-44, 0005-00-089-45, 0005-00-089-46, 0005-00-089-47, 0005-00-089-48, 0005-00-089-49, 0005-00-089-50, 0005-00-089-51, 0005-00-089-52, 0005-00-089-53, 0005-00-089-54, 0005-00-089-55, 0005-00-089-56, 0005-00-089-57, 0005-00-089-58, 0005-00-089-59, 0005-00-089-60, 0005-00-089-61, 0005-00-089-62, 0005-00-089-63, 0005-00-089-64, 0005-00-089-65, 0005-00-089-66, 0005-00-089-67, 0005-00-089-68, 0005-00-089-69, 0005-00-089-70, 0005-00-089-71, 0005-00-089-72, 0005-00-089-73, 0005-00-089-74, 0005-00-089-75, 0005-00-089-76, 0005-00-089-77, 0005-00-089-78, 0005-00-089-79, 0005-00-089-80, 0005-00-089-81, 0005-00-089-82, 0005-00-089-83, 0005-00-089-84, 0005-00-089-85, 0005-00-089-86, 0005-00-089-87, 0005-00-089-88, 0005-00-089-89, 0005-00-089-90, 0005-00-089-91, 0005-00-089-92, 0005-00-089-93, 0005-00-089-94, 0005-00-089-95, 0005-00-089-96, 0005-00-089-97, 0005-00-089-98, 0005-00-089-99, 0005-00-089-100

**Village 'A'**  
 4.5 Acres (see Note #12)  
**Village 'B'**  
 4.11 Acres (see Note #12)  
**Multi-Family Village 'C'**  
 Multi-Family Townhomes  
 7.32-35 Acres  
**Village 'D'**  
 Residential Single-Family Detached Lots  
 (55' & 57' Front Loaded Lots)  
 4.7-5.34 Acres  
**Village 'E'**  
 Residential Single-Family Detached Lots  
 (55' & 57' Front Loaded Lots)  
 4.7-5.33 Acres  
**Village 'F'**  
 Residential Single-Family Detached Lots  
 (61' & 70' Front Loaded Lots)  
 4.7-5.33 Acres

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STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF LANCASTER            )        ORDINANCE NO. 2016-1419

**AN ORDINANCE**

**TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND CENTRAL WIRE, INC., PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1.       Findings.**

The Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law"), to enter into agreements to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County;

(b) Central Wire, Inc. is considering investing, through itself and/or one or more existing or to be formed affiliated entities and/or one or more unrelated parties (the "Company"), in personal property to be located in the County, the cost of which is estimated to be approximately Two Million Dollars (\$2,000,000) over five (5) years (the "Project");

(c) pursuant to Resolution No. 0928-R2016, adopted August 22, 2016, the Council approved an Inducement Resolution providing for, among other things, the agreement of the County to enter into an agreement to provide special source revenue credits;

(d) the Company has caused to be prepared and presented to the Council the form of the Special Source Revenue Credit Agreement between the County and the Company (the "Credit Agreement"), which provides for special source revenue credits equal to fifty percent (50%) of the fee-in-lieu of tax payments to be determined in connection with the Project, with such credits not exceeding, in the aggregate, \$79,467, and with no such credits to be provided for County property tax years beginning after December 31, 2023; and

(e) it appears that the Credit Agreement, which is attached to this ordinance, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

**Section 2. Approval of Credit Agreement.**

Subject to the provisions of Section 5 of this ordinance, and, in order to promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate an industrial facility in the State, the Credit Agreement is hereby authorized, ratified, and approved.

**Section 3. Statutory Findings.**

Council makes the following additional findings:

(a) The County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the SSRC Law.

(b) The Project and the payments in lieu of taxes referenced herein are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

**Section 4. Cost-Benefit Findings.**

Council makes the following findings concerning the costs and benefits of the Project:

(a) The benefits of providing the incentives arrangement set forth in the Credit Agreement include: (i) investment in personal property of approximately \$2,000,000; (ii) facility operation benefit of \$493,643; and (iii) employee benefit of \$5,267. The total benefit is estimated at \$498,910;

(b) The cost of providing the incentives arrangement is estimated at: (i) operational costs of \$137,760; and (ii) employee costs of \$13,806. The total cost is estimated at \$151,566.

(c) The benefit to cost ratio is estimated at \$3.29:1.

(d) The value of the special source revenue credits is estimated to be approximately \$79,467.

(e) Over a five-year period, approximately eighteen (18) new, full-time jobs will be created.

**Section 5. Approval and Execution of Credit Agreement.**

The form, terms, and provisions of the Credit Agreement, attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the Credit Agreement was set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Credit Agreement in the name of and on behalf of the County, and thereupon to cause the Credit Agreement to be delivered to the Company. The Credit Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the Credit Agreement attached to this ordinance.

**Section 6. Economic Development Fund.**

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Credit Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Credit Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

**Section 7. Authority to Act.**

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Credit Agreement and the performance of all obligations of the County under and pursuant to the Credit Agreement.

**Section 8. Severability.**

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

**Section 9. Controlling Provisions.**

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

**Section 10.    Effective Date.**

This ordinance is effective upon third reading.

**AND IT IS SO ORDAINED**, this \_\_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	October 24, 2016	Tentative
Second Reading:	November 14, 2016	Tentative
Public Hearing:	November 28, 2016	Tentative
Third Reading:	November 28, 2016	Tentative

**Exhibit A to Ordinance No. 2016-1419**

**Special Source Revenue Credit Agreement  
Lancaster County, South Carolina and Central Wire, Inc.**

See attached.

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**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**BETWEEN**

**LANCASTER COUNTY, SOUTH CAROLINA**

**AND**

**CENTRAL WIRE, INC.**

**DATED**  
**AS OF**

\_\_\_\_\_, 2016

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## AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2016, by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County; and CENTRAL WIRE, INC., a Pennsylvania corporation (the "Company").

### WITNESSETH:

WHEREAS, the County is authorized by Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended and Article VIII, Section 13(D) of the South Carolina Constitution (the "MCP Laws") and by Sections 4-1-175, 4-29-68 and 12-44-70, Code of Laws of South Carolina 1976, as amended (the "SSRC Law") (collectively, the MCP Laws and SSRC Law are referred to as the "Acts") to (i) create multi-county industrial parks in partnership with contiguous counties; (ii) include the property of eligible companies within such parks as an inducement to locate within the County, which inclusion under the terms of the MCP Laws makes such property exempt from ad valorem property taxes, therefore changing the character of the annual receipts from such properties from ad valorem property taxes to fees-in-lieu of ad valorem property taxes; and (iii) grant an annual tax credit against such fee-in-lieu of tax receipts in order to assist a company in paying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the property of any company located within such multi-county industrial parks or for improved or unimproved real estate used in the operation of a commercial enterprise located within such multi-county parks in order to enhance the economic development of the County;

WHEREAS, as authorized by the MCP Laws, the County and Chesterfield County have entered into an Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015 (the "Master Park Agreement");

WHEREAS, the County, by enactment of Ordinance No. 2016-\_\_\_ on \_\_\_\_\_, 2016, and Chesterfield County, by enactment of Resolution No. 2016-\_\_\_ on \_\_\_\_\_, 2016, have included in the Master Park Agreement the Company's property located at 1552 Cedar Pines Lake Road (Tax Map No. 0063-00-067.00) (the "Land");

WHEREAS, pursuant to Resolution No. 0928-R2016, adopted on August 22, 2016 (the "Inducement Resolution"), the County committed to (i) provide for special source revenue credits against the fee-in-lieu of tax ad valorem tax payments to be made by the Company; and (ii) locate the Company's Land in an MCP Park;

WHEREAS, the Company has committed to invest at least two million dollars ((\$2,000,000) and to create not less than eighteen (18) Jobs (as defined below) in connection with the Project (as defined below); and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

**ARTICLE I**  
**RULES OF CONSTRUCTION; DEFINITIONS**

**SECTION 1.1 *Rules of Construction; Use of Defined Terms.*** Unless the context clearly indicates otherwise, in this Agreement words and terms defined in Section 1.2 hereof are used with the meanings ascribed thereto.

**SECTION 1.2 *Definitions.***

**“Acts”** has the meaning set forth in the Recitals.

**“Administrative Expenses”** has the meaning set forth in Section 9.13 of this Agreement.

**“Agreement”** means this Special Source Revenue Credit Agreement dated as of \_\_\_\_\_, 2016, between the County and the Company.

**“Clawback Achievement Percentage”** has the meaning set forth in Section 4.3(b).

**“Clawback Minimum Investment Requirement”** shall mean an investment in the Project of at least \$2,000,000 by the Company within the Investment Period.

**“Clawback Minimum Jobs Requirement”** shall mean the creation, not later than the end of the Investment Period, and maintenance, through December 31, 2023, by the Company of at least eighteen (18) new, full-time jobs (*i.e.*, at least thirty (30) hours per week), (*i*) with an average hourly wage of not less than thirteen dollars and fifty cents (\$13.50), including overtime, bonuses, and all other forms of actual pre-tax and post-tax monetary compensation, and (*ii*) with health care benefits.

**“Company”** means Central Wire, Inc., a Pennsylvania corporation qualified to do business in South Carolina, and its successors and assigns.

**“County Council”** means the governing body of the County.

**“County”** means Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

**“Documents”** means the Ordinance and this Agreement.

**“Equipment”** means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property located on or at the Real Property to the extent such property becomes a part of the Project under this Agreement.

**“Event of Default”** means any Event of Default specified in Section 7.1 of this Agreement.

**“Improvements”** means improvements to the Real Property together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto.

**“Inducement Resolution”** means Resolution No. 0928-R2016 of the County Council adopted on August 22, 2016, committing the County to enter into this Agreement.

**“Infrastructure Improvements”** means, in accordance with the Acts, the designing, acquiring, constructing, improving or expanding the infrastructure serving the County and for improved or unimproved real estate, buildings and structural components of buildings, including upfits, and personal property, including machinery and equipment, used in the operation of the Project, and the costs thereof.

**“Investment Period”** means the period beginning on July 1, 2016 and ending on December 31, 2021.

**“Jobs”** means new, full-time, filled, employment positions in the County in connection with the Project.

**“Land”** has the meaning set forth in the Recitals.

**“MCP Laws”** has the meaning set forth in the Recitals.

**“Ordinance”** means Ordinance No. 2016-\_\_\_, enacted by the County Council on \_\_\_\_\_, 2016, authorizing and approving this Agreement.

**“Park”** means the multi-county park jointly developed by the County and Chesterfield County, South Carolina pursuant to the Master Park Agreement, or a successor multi-county park established pursuant to the MCP Laws.

**“Payments-in-Lieu-of-Taxes”** means the payments to be made by the Company pursuant to Section 4.1 of this Agreement.

**“Project”** means the Equipment, Improvements, and Real Property owned by the Company.

**“Real Property”** means the Land together with all and singular rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto; all

Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto.

“SCDOR” means the South Carolina Department of Revenue and any successor thereto.

“Special Source Revenue Credit” or “SSRC” has the meaning set forth in Section 4.2 of this Agreement.

“State” means the State of South Carolina.

**SECTION 1.3 *Amended Agreements and Documents.*** Unless the context clearly indicates otherwise, any reference to any agreement or document in this Article or otherwise in this Agreement shall be deemed to include any and all amendments, supplements, addenda and modifications to such agreement or document.

## **ARTICLE II LIMITATION OF LIABILITY**

**SECTION 2.1 *Limitation of Liability.*** This Agreement imposes no obligation on the County for the payment of money. Any obligation which may be imposed on the County by this Agreement does not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers.

## **ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS**

**SECTION 3.1 *Representations of the County.*** The County represents that (i) it is a body politic and corporate and a political subdivision of the State, (ii) it is authorized by the Acts to enter into this Agreement, (iii) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law, and (iv) it has authorized its officials to execute and deliver this Agreement.

**SECTION 3.2 *Covenants by the County.*** The County covenants with the Company to maintain the Land in the Park through December 31, 2024.

**SECTION 3.3 *Representations and Warranties of the Company.*** The Company makes the following representations and warranties to the County:

(a) The Company represents that (i) it is a corporation organized, validly existing, and in good standing under the laws of the State of Pennsylvania, (ii) it has the power to enter into this Agreement, (iii) it has by proper action approved this Agreement, and (iv) it has authorized its officials to execute and deliver this Agreement.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, statute, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained unless the failure to have or obtain such consent, authorization or approval does not have a material adverse effect on the Company.

(d) The Documents to which the Company is a party (or, when executed, will be) are legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

#### **ARTICLE IV**

#### **PAYMENTS-IN-LIEU-OF-TAXES; SPECIAL SOURCE REVENUE CREDIT; TERM**

##### **SECTION 4.1 *Payments-in-Lieu-of-Taxes.***

(a) The parties acknowledge that under the MCP Laws, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to what such ad valorem property taxes would be if the Project were not located in the Park, less the Special Source Revenue Credit that is provided in Section 4.2. The Payments-in-Lieu-of-Taxes to be made by the Company under this Agreement shall be calculated in the same manner as ad valorem taxes. The collection and enforcement of the Payments-in-Lieu of Taxes shall be as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended.

(b) Further, pursuant to the Acts as existing on the date of this Agreement, if the Company removes or disposes of Equipment from the Project during the term of this Agreement and has claimed a Special Source Revenue Credit against its Payments-in-Lieu-of-Taxes based upon such Equipment by providing the written notice of election to do so as set forth in the definition of "Infrastructure Improvements" in Section 1.2 hereof, then the Company is required to continue to make Payments-in-Lieu-of-Taxes on the removed Equipment for the two years immediately following the year in which the Company removes the Equipment from the Project. The amount of the Payments-in-Lieu-of-Taxes due on the removed Equipment under the Acts is equal to the Payment-in-Lieu-of-Taxes due on the Equipment for the year in which the Company removes or disposes of the Equipment. If the Company replaces the Equipment with qualifying replacement property, as defined in the Acts, then the removed Equipment is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the

Company shall be required to make the Payments-in-Lieu-of-Taxes required in this subsection only if and to the extent that the Acts so require at the time that the Equipment in question is removed or disposed of.

#### **SECTION 4.2 *Special Source Revenue Credit.***

(a) Pursuant to and subject to the provisions of this Section, the Company is entitled to a Special Source Revenue Credit (“SSRC”) against its Payments-in-Lieu-of-Taxes equal to fifty percent (50%) of the Payments-in-Lieu-of-Taxes due in connection with the Project, which SSRC shall not exceed a total cumulative dollar amount of \$79,467, and no SSRC shall be provided for any County property tax year beginning after December 31, 2023.

(b) Notwithstanding anything in this Agreement to the contrary, the Company is entitled to an SSRC only to the extent that, as of the date that an SSRC is to be applied, the total cost of the Infrastructure Improvements is at least equal to the aggregate amount of any SSRC previously provided and the amount of the SSRC to be provided for the year in question. Upon request of the County, the Company shall provide documentation to the County reflecting the cost of the Infrastructure Improvements.

#### **SECTION 4.3 *Clawbacks.***

(a) If the Company does not satisfy either the Clawback Minimum Investment Requirement or the Clawback Minimum Jobs Requirement, or both, the Company shall be required to repay to the County a portion of the SSRC received, and the repayment amount shall be calculated as follows:

Repayment Amount = total dollar amount of SSRC received minus [dollar amount of SSRC received times Clawback Achievement Percentage].

Clawback Achievement Percentage = [(Maximum Investment Achieved During Investment Period / \$2,000,000) + (Maximum Number of Jobs Meeting Clawback Minimum Jobs Requirement / 18)] ÷ 2. *Provided, however,* that neither of the two computations may be more than one hundred percent (100%).

For example, and by way of example only, if the Company created 20 jobs meeting the Clawback Minimum Jobs Requirement but only achieved a maximum investment of \$1,600,000, and if the Company had received \$70,000 in SSRCs, the Repayment Amount would be \$7,000, calculated as follows:

Clawback Achievement Percentage =  $(\$1,600,000 / \$2,000,000) + (20/18) \div 2 = (80\% + 100\%) \div 2 = 180\% \div 2 = \underline{90\%}$

Repayment Amount =  $\$70,000 - (\$70,000 \times 90\%) = \$70,000 - \$63,000 = \underline{\$7,000}$ .

(b) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operations. For purposes of this subsection, 'ceases operations' means closure of the principal Project facility. The provisions of subsection (a) above, relating to clawback apply if this Agreement is terminated in accordance with this subsection prior to the end of the Investment Period and before the Company has achieved the Clawback Minimum Investment Requirement and Clawback Minimum Jobs Requirement. The Company agrees that if this Agreement is terminated pursuant to this Section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

**SECTION 4.4 *Term.*** The term of this Agreement shall be from the effective date of this Agreement until December 31, 2024 unless earlier terminated pursuant to Section 4.3(b) hereof or pursuant to the exercise by the Company of its option to terminate pursuant to Section 8.1 hereof.

#### **ARTICLE V EFFECTIVE DATE**

**SECTION 5.1 *Effective Date.*** This Agreement shall become effective as of the date first written above.

#### **ARTICLE VI SPECIAL COVENANTS**

##### **SECTION 6.1 *Confidential Information.***

(a) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all the Company's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by the Company to protect the Company's confidentiality and proprietary rights.

(b) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County

shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

**SECTION 6.2 *Indemnification Covenants.***

(a) The Company shall and agrees to hold the County and its County Council members, officers, agents and employees harmless from all pecuniary liability based upon those reasons set forth in subsection (b) below. Such indemnification obligation shall survive any termination of this Agreement.

(b) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, officers, agents and employees shall incur any pecuniary liability to any third party (i) by reason of the terms of this Agreement or the undertakings of the County required hereunder, (ii) by reason of the performance of any act in connection with the entering into and performance of the transactions described in the Documents, or (iii) by reason of the condition or operation of the Project, including claims, liabilities or losses arising in connection with the violation of any statutes or regulations, if the County or any of its County Council members, officers, agents or employees should incur any such pecuniary liability, then, in that event the Company shall indemnify and hold harmless the County and its County Council members, officers, agents and employees against all pecuniary claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim. The provisions of this Section shall survive any termination of this Agreement.

(c) Notwithstanding the foregoing, the Company shall not be obligated to indemnify the County or any of its individual members, officers, agents and employees for expenses, claims, losses or damages arising from the intentional or willful misconduct or negligence of the County or any of its individual officers, agents or employees.

**SECTION 6.3 *Assignment.*** With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Agreement may be transferred or assigned by the Company or any assignee to any other entity, without the termination of the benefits provided in this Agreement. The County hereby expressly consents to any such transfer or assignment by the Company to any Company affiliate. The County agrees that the County Council can provide any required consent by a resolution of County Council.

**ARTICLE VII  
EVENTS OF DEFAULT AND REMEDIES**

**SECTION 7.1 *Events of Default Defined.*** The occurrence of any one or more of the following events shall be an "Event of Default" under this Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes or payment of any other amount required under this Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to observe or perform any covenant, condition, or agreement required herein to be observed or performed by the Company (other than as referred to in subsection (a) above), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County; provided if by reason of "*force majeure*" as hereinafter defined the Company is unable in whole or in part to carry out any such covenant, condition, or agreement or if it takes longer than 30 days to cure such default and the Company is diligently attempting to cure such default during such period, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as, without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(c) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

**SECTION 7.2 Remedies on Default.** Whenever any Event of Default by the Company shall have happened and be subsisting, the County may terminate this Agreement and/or take whatever action at law or in equity may appear legally required or necessary or desirable to collect any payments then due. As set forth in Section 8.1 hereof, the Company may terminate this Agreement at any time upon providing 30 days' notice to the County, without regard to any Event of Default. Although the parties acknowledge that the Project is exempt from *ad valorem* taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, enforce the collection of the Payments-in-Lieu of Taxes as provided in Section 12-2-90, Code of Laws of South Carolina 1976, as amended, and exercise the remedies provided by general law (Title 12, Chapter 49) and the Acts relating to the enforced collection of taxes, and shall have a first priority lien status as provided in the Acts and Chapters 4 and 54 of Title 12, Code of Laws of South Carolina 1976, as amended.

**SECTION 7.3 No Remedy Exclusive.** No remedy herein conferred upon or reserved to the County or Company is intended to be exclusive of any other available remedy or remedies, but in each and every instance such remedy shall be cumulative and shall be in addition to every other remedy given under the Documents or now or hereafter existing at law or in equity or by statute. Unless otherwise provided herein or in the other Documents, no delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**SECTION 7.4 No Additional Waiver Implied by One Waiver.** In the event any warranty, covenant or agreement contained in this Agreement should be breached by the

Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

**SECTION 7.5 *Default by County.*** Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for mandamus or specific performance.

## **ARTICLE VIII COMPANY OPTION TO TERMINATE**

**SECTION 8.1 *Company Option to Terminate.*** From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Agreement, the Company will become liable, prospectively but not retroactively, for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for any amounts already due and owing under this Agreement, which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 4.1, or, if the termination is of the entire Project, then within 120 days of termination. The Company agrees that if this Agreement is terminated pursuant to this Section, that under no circumstance shall the County be required to refund or pay any monies to the Company.

## **ARTICLE IX MISCELLANEOUS**

**SECTION 9.1 *Notices.*** All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section:

If to the Company:

Central Wire, Inc.  
1552 Cedar Pines Lake Road  
Lancaster, SC 29720  
Attention: Chris Charron

With a copy to:

Nelson Mullins Riley & Scarborough LLP  
1320 Main Street  
17th Floor  
Columbia, SC 29201

Attention: George B. Wolfe, Esq.

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

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

**SECTION 9.2 *Binding Effect.*** This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

**SECTION 9.3 *Rescission and Severability.*** In the event that the Acts or the Special Source Revenue Credit arrangement described in Article IV hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Agreement; otherwise, in the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Agreement under any then applicable law.

**SECTION 9.4 *Reserved.*** Reserved.

**SECTION 9.5 *Fiscal Year.*** If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate, be automatically revised accordingly, to the extent allowed by law.

**SECTION 9.6 *Amendments, Changes and Modifications.*** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, altered or

terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

**SECTION 9.7 *Execution of Counterparts.*** This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

**SECTION 9.8 *Law Governing Construction of Agreement.*** The laws of the State of South Carolina shall govern the construction of this Agreement.

**SECTION 9.9 *Filings.*** The Company shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

**SECTION 9.10 *Filing of Reports and Certifications.***

(a) The Company agrees to certify to the County Auditor on or before June 1 of each applicable year that the Company has complied with the investment and job requirements contained in Section 4.3 of this Agreement for the immediately preceding calendar year. For example, the Company would be required to certify to the County Auditor on or before June 1 of 2019 that the Company had complied with the investment and job requirements applicable to the calendar year 2018. If the certification is not made on or before June 1 of the applicable year, the Company shall not receive the SSRC provided for in Section 4.2 for that year (in the above example, 2019).

(b) Each year during the term of this Agreement, the Company shall deliver to the County Auditor, the County Assessor, and the County Treasurer, a copy of its most recent annual filings with the SCDOR with respect to the Project, not later than 30 days following delivery thereof to the SCDOR.

(c) The Company shall cause a copy of this Agreement to be filed with the County Auditor and the County Assessor of the County and any partner county, when the Project is placed in a multi-county park pursuant to the MCIP Law, and the SCDOR within 30 days after the date of execution and delivery of this Agreement by all parties hereto.

**SECTION 9.11 *Headings.*** The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

**SECTION 9.12 *Further Assurance.*** From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Agreement.

**SECTION 9.13 *Administrative Expenses***

(a) Subject to a cap of four thousand dollars (\$4000.00), the Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written

request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses. As used in this section, "Administrative Expenses" means the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to (i) the preparation, review, approval and execution of this Agreement, (ii) the preparation, review, approval and execution of any related multi-county park documents, (iii) the preparation, review, approval and execution of other documents related to the Agreement and multi-county park documents, and (iv) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

(b) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual Payment in Lieu of Taxes and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at one thousand dollars (\$1,000.00).

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IN WITNESS WHEREOF, LANCASTER COUNTY, SOUTH CAROLINA, and  
CENTRAL WIRE, INC., pursuant to due authority, have duly executed this Special Source  
Revenue Credit Agreement, all as of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

**CENTRAL WIRE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



(4) the Amended and Restated Park Agreement provides that property may be added to the Multi-County Park upon the passage of an approving ordinance of the county in which the subject property is located and a resolution of the non-host county.

(b) It is the purpose of this ordinance to approve the addition of the properties identified in Section 2 of this ordinance to the Amended and Restated Park Agreement.

**Section 2. Approval of amendment.**

Council approves the amendment of Exhibit A (Lancaster County) of the Amended and Restated Park Agreement by adding at the end of Exhibit A (Lancaster County):

/G. Properties included pursuant to Lancaster County Ordinance No. 2016-\_\_\_\_, enacted on \_\_\_\_\_, 2016, and Chesterfield County Resolution No. 2016-\_\_, enacted on \_\_\_\_\_, 2016:

1552 Cedar Pines Lake Road

Tax Map No.

Owner

0063-00-067.00

Central Wire, Inc./

**Section 3. Preparation of amended Park Agreement.**

When Chesterfield County has passed a resolution approving the addition of the property identified in Section 2 of this ordinance, the County Administrator, in consultation with the County Administrator of Chesterfield County, shall cause to be prepared an Amended and Restated Park Agreement with Exhibit A (Lancaster County) revised as set forth in Section 2 of this ordinance. A copy of the revised Amended and Restated Park Agreement with a revised Exhibit A (Lancaster County) shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Lancaster County and Chesterfield County.

**Section 4. Conflicting provisions.**

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

**Section 5. Severability.**

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

**Section 6. Effective Date.**

This ordinance is effective upon third reading.

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And it is so ordained, this \_\_\_ day of \_\_\_\_\_, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	October 24, 2016	Tentative
Public Hearing:	November 14, 2016	Tentative
Second Reading:	November 28, 2016	Tentative
Third Reading:	November 28, 2016	Tentative

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## Agenda Item Summary

Ordinance # / Resolution#: 0939-R2016  
 Contact Person / Sponsor: Kimberly Hill  
 Department: Finance  
 Date Requested to be on Agenda: October 24, 2016

**Issue for Consideration:**

Fiscal Year 2016-2017 Budget transfers are being requested.

**Points to Consider:**

Fund	Change	Additional Funds
General Fund	Indian Land Recycling Center will need additional funding for completion. We already had a total of \$435,000 budgeted—roughly \$100,000 of that was spent last year and the rest was carried forward.	\$450,000
	Animal Shelter is going over budget due to additional overtime in order for the shelter to be properly run during the week. This amendment would right-side the overtime, pay the cost of having temporary staff that has been needed (approx. \$3,600), pay the \$5,000 fine the shelter incurred and add a part-time person to help current employees from burnout (approx. \$12,000).	\$32,164
Capital Project Sales Tax #2	Sales Tax #2 requires a transfer for proper accounting of non-bonded money that will be spent on radios. This money is already in the budget, the transfer simply makes it more clear which money is from the bond and which is from the tax itself.	\$3,500,000

The Indian Land Recycling Center and Animal Shelter changes are recommended to be paid using a transfer from the potential new Fleet Operations Facility budget. There is almost \$2.1 million budgeted within the general fund to go towards a new facility. This proposal would reallocate a portion of that, leaving approx. \$1.6 million for fleet operations, should Council choose to move forward.

**Funding and Liability Factors:**

None of the above will neither increase nor decrease the total general fund budget as it stands since it is just a transfer. However, next fiscal year, the County will have to pick up the cost of the part-time person using a recurring funding source. Capital Project Sales Tax 2 will be a one-time change.

**Council Options:**

Council can either approve or disapprove of the above transfers.

**Recommendation:**

Positive recommendation from Admin. Committee

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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RESOLUTION NO. 0939-R2016

**A RESOLUTION**

**TO AUTHORIZE THE TRANSFER OF FUNDS WITHIN THE COUNTY GENERAL FUND; TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO TAKE ACTIONS NECESSARY TO EFFECTUATE THE PURPOSES OF THIS RESOLUTION; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.**

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

**Section 1. Transfer of Funds.**

Council authorizes and approves the County Administrator and Chief Financial Officer to transfer four hundred fifty thousand dollars (\$450,000) from account 10-9-011-950-05 to be utilized for the Indian Land Recycling Center completion.

**Section 2. Transfer of Funds.**

Council authorizes and approves the County Administrator and Chief Financial Officer to transfer thirty-two thousand one hundred sixty-four dollars (\$32,164) from account 10-9-011-950-05 to be utilized to increase overtime, part-time, contractual services, and special projects for the animal shelter.

**Section 3. Transfer of Funds.**

Council authorizes and approves the County Administrator and Chief Financial Officer to transfer three million five hundred thousand dollars (\$3,500,000) from account 61-9-891-801-03 to be utilized for the communications system.

**Section 4. Authority to Act.**

The County Administrator, County Chief Financial Officer and any other appropriate County official are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution.

**Section 5.      Conflicting Provisions.**

To the extent this resolution contains provisions that conflict with provisions contained elsewhere in other Lancaster County resolutions, policies, procedures and actions, the provisions contained in this resolution supersede all other provisions and this resolution is controlling.

**Section 6.      Severability.**

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

**Section 7.      Effective Date.**

This resolution is effective upon its adoption.

**AND IT IS SO RESOLVED**, this 24<sup>th</sup> day of October, 2016.

LANCASTER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Jack Estridge, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

Approved as to form:

\_\_\_\_\_  
County Attorney

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## Agenda Item Summary

Ordinance # / Resolution#: 2016-1421  
 Contact Person / Sponsor: Kimberly Hill  
 Department: Finance  
 Date Requested to be on Agenda: October 24, 2016

**Issue for Consideration:**

Fiscal Year 2016-2017 Budget Amendments.

**Points to Consider:**

Fund	Change	Additional Funds
General Fund	Animal Shelter is requesting to begin charging different fees for animals that are spayed/neutered. This would allow funding to get a spay/neuter program off the ground.	\$2,000—paid by fee change
Development Agreement Funds	As approved by Council at the September 22 <sup>nd</sup> Special Meeting, this funding is to provide for the overage in the radio communications system capital project.	\$234,690—fund balance

There are also several fee changes that were not included in the original budget.

**Funding and Liability Factors:**

These changes, with the exception of the animal shelter, would be one-time funding options.

**Council Options:**

Approve or disapprove these amendments.

**Recommendation:**

Approve, Council already passed a resolution concerning the use of the development agreement funds for this purpose.

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2016-1421

COUNTY OF LANCASTER

~~Indicates Matter Stricken~~

Indicates New Matter

### AN ORDINANCE

**TO AMEND ORDINANCE NO. 2016-1398, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2016 AND ENDING JUNE 30, 2017 (FY 2016-2017), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.**

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

#### **Section 1. Appropriations; Detailed Budget.**

(a) Section 2. of Ordinance No. 2016-1398 is amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2016 and ending June 30, 2017 (FY 2016-2017):

APPROPRIATIONS	AMOUNT
Airport Fund	223,483
Capital Improvement Fund	1,594,000
Capital Project Sales Tax #2	9,500,000
	9,734,690
Capital Project Sales Tax #1	2,076,679
County Debt	4,203,722
County Transportation Committee Fund	2,600,000
Court Mandated Security	1,283,500
E-911 Fund	625,150
General Fund	49,137,778
	49,139,778
Indian Land Fire Protection District Fund	596,000
Local Accommodations Tax Fund	50,000
Pleasant Valley Fire Protection District Fund	440,078
Recreation Fund	2,540,062
Development Agreement Fund	0
	234,690

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) of Ordinance No. 2016-1398, for the following items:

		Revenue	Expense
General Fund	Supplemental Revenue- Animal Shelter New Fees	2,000	
	Spay/neuter program		2,000
Capital Project Sales Tax #2 Fund	Supplemental Revenue-Transfer from Development Agreement Fund	234,690	
	Radio Communications System		234,690
Development Agreements Fund	Supplemental Revenue- Fund Balance	234,690	
	Transfer to Capital Project Sales Tax 2 Fund		234,690

**Animal Shelter Fees Section 1.01**

<u>Unaltered Dog</u>	Per animal	\$25.00
<u>Unaltered Cat</u>	Per animal	\$30.00
<u>Unaltered Puppy (6 months &amp; below)</u>	Per animal	\$10.00 (Max. \$50.00)
<u>Unaltered Kitten (6 months &amp; below)</u>	Per animal	\$15.00 (Max. \$50.00)
<u>Altered Dog</u>	<u>Per animal</u>	<u>\$90.00</u>
<u>Altered Cat</u>	<u>Per animal</u>	<u>\$70.00</u>

**Clerk of Court Section 5**

<u>Peddlers License</u>	<u>\$150.00</u>
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**Miscellaneous County Fees Section 23.02**

<u>FOIA Research Time</u>	<u>Per Hour</u>	<u>Not to exceed \$15</u>
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**Section 4. Severability.**

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

**Section 5. Conflicting Provisions.**

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

**Section 6. Effective Date.**

This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, this 28th day of November, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	October 24, 2016	
Second Reading:	November 14, 2016	Tentative
Public Hearing:	November 14, 2016	Tentative
Third Reading:	November 28, 2016	Tentative

Approved as to form:

\_\_\_\_\_  
County Attorney

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3. since the approval of the 1998 UDO, the County has experienced tremendous growth and change and it is expected to continue through the end of the next decade;

4. the 1998 UDO is inadequate to meet the current and future needs of the County and its citizens as it relates to zoning and land development regulations and, for that reason, the County initiated the process to update and revise the 1998 UDO;

5. to begin the process of updating and revising the 199\_UDO, Council provided for the updating and revising of the Lancaster County Comprehensive Plan and by passage of Ordinance No. 2014-1318 on December 8, 2014, Council approved the Lancaster County, South Carolina Comprehensive Plan 2014-2024 (the "2014 Comprehensive Plan");

6. subsequent to the approval of the 2014 Comprehensive Plan, Council authorized the updating and rewriting of the 1999 UDO;

7. the Planning Department engaged the Catawba Regional Council of Governments to provide professional expertise and logistical support for the update and rewrite of the 1998 UDO;

8. numerous opportunities were provided throughout the process for receiving meaningful input from the general public and stakeholders:

a. At least four (4) community meetings were held following publication of notices in local newspapers;

b. Stakeholders were identified and included those with land planning interests, developers and builders, surveyors, utility companies, commercial and industrial interests, governmental entities, and rural and urban interests;

c. Focus groups were used to obtain input from stakeholders and others;

d. Open house, community review type meetings were held following publication of notices in local newspapers;

e. Presentations were made at meetings of local civic clubs, community advocacy organizations and business associations; and

f. Access to current information on the proposed text and maps was available at all times by way of the County's website and that of the Catawba Regional Council of Governments;

9. the Planning Commission held public hearings following publication of notice of the hearings at which members of the public were given opportunity to be heard on the text and map changes; and

10. the Planning Commission received reports or held workshops on at least sixteen (16) occasions in 2015 and 2016.

B. It is the purpose of this ordinance, among other things, to approve and adopt an updated and revised Unified Development Ordinance including the approval and adoption of an updated and revised Official Zoning Map.

**Section 2. Amendment of Unified Development Ordinance of Lancaster County; Approval of Lancaster County Official Zoning Map.**

A. By passage of this ordinance, Council authorizes, approves and adopts the amendment of Appendix B of the Lancaster County Code (Unified Development Ordinance of Lancaster County) to read as provided in Exhibit A attached to this ordinance and incorporated herein by reference as if the amendment was set out in this ordinance in its entirety (the “2016 UDO”).

B. The authorization, approval and adoption of the 2016 UDO, as provided in subsection A of this section, includes the authorization, approval and adoption of the Lancaster County Official Zoning Map as referenced in Section 1.2 of the 2016 UDO and which is a portion of the 2016 UDO. The Lancaster County Official Zoning Map, as authorized, approved and adopted by this ordinance, is on file with the Planning Department and is incorporated herein by reference as if the Lancaster County Official Zoning Map was set out in this ordinance in its entirety.

**Section 3. Repeal of Airport Safety Height Ordinance.**

The Lancaster County Airport Safety Height Ordinance, codified as Article III, Chapter 3 of the Lancaster County Code (Sections 3-41 through 3-54), is repealed.

**Section 4. Repeal of Flood Damage Prevention Ordinance.**

The Flood Damage Prevention Ordinance of Lancaster County, South Carolina, codified as Chapter 9 of the Lancaster County Code (Sections 9-1 through 9-72), is repealed.

**Section 5. Repeal of Mobile Homes and Modular Homes Ordinance.**

The Lancaster County Mobile Homes and Modular Homes Ordinance, codified as Chapter 20 of the Lancaster County Code (Sections 20-1 through 20-34), is repealed.

**Section 6. Repeal of Certain Roads, Bridges and Public Ways Laws.**

A. The following articles in Chapter 26 of the Lancaster County Code, relating to Roads, Bridges and Public Ways, are repealed: (i) Article I (In General) (Sections 26-1 through 26-20, Reserved); (ii) Articles III and IV (Reserved) (Sections 26-41 through 26-60); and (iii) Article V (Road Construction Standards) (Sections 26-61 through 26-72).

B. The following sections in Article II, Chapter 26 of the Lancaster County Code, relating to Acceptance, Maintenance and Use of Roads, Bridges and Rights-of-Way, are repealed: (i) Sections 26-21 (Prerequisites for acceptance – Preparation of plat and deed); (ii) 26-22 (Same – Inspection); (iii) 26-23 (Warranty); (iv) 26-24 (Reserved); (v) 26-25 (Variances); (vi) 26-26 (Road names; name and regulatory signs); (vii) 26-27 (Acceptance of roads); (viii) 26-28 (Priority for maintenance); (ix) 26-29 (Abandoned or private roads not maintained); (x) 26-30 (Restrictions upon use); (xi) 26-31 (Utility lines or pipes); (xii) 26-32 (“Crime watch” signs on rights-of-way); (xiii) 26-33 (Penalty for violation); and (xiv) 26-35 through 26-40 (Reserved).

**Section 7. Savings Clause.**

Except as may be otherwise provided in Appendix B of the Lancaster County Code, as amended by this ordinance, the repeal or amendment by this ordinance of any law, whether temporary or permanent or civil or criminal, does not affect pending actions, rights, duties, or liabilities founded thereon, or alter, discharge, release or extinguish any penalty, forfeiture, or liability incurred under the repealed or amended law, unless the repealed or amended provision shall so expressly provide. After the effective date of this ordinance, all laws repealed or amended by this ordinance must be taken and treated as remaining in full force and effect for the purpose of sustaining any pending or vested right, civil action, special proceeding, criminal prosecution, or appeal existing as of the effective date of this ordinance, and for the enforcement of rights, duties, penalties, forfeitures, and liabilities as they stood under the repealed or amended laws.

**Section 8. Severability.**

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

**Section 9. Conflicting Provisions.**

To the extent this ordinance contains provisions that conflict with provisions contained 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 10. Effective Date.**

This ordinance is effective upon Third Reading.

**AND IT IS SO ORDAINED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

**LANCASTER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Bob Bundy, Chair, County Council

\_\_\_\_\_  
Steve Harper, Secretary, County Council

ATTEST:

\_\_\_\_\_  
Debbie C. Hardin, Clerk to Council

First Reading:	October 24, 2016	Tentative
Second Reading:	November 14, 2016	Tentative
Third Reading:	November 28, 2016	Tentative
Public Hearing:	November 14, 2016	Tentative

**Exhibit A to Ordinance No. 2016-1422**

**Appendix B – Unified Development Ordinance**

Chapter 1 – Introductory Provisions

1.1 LEGAL PROVISIONS

1.1.1 TITLE

These development ordinances and map delineating the location and use of land . . .”

## Agenda Item Summary

**Ordinance #:** (UDO-016-001 Unified Development Ordinance) Repealing the existing Unified Development Ordinance, repeal certain related chapters in Code of Ordinances, and to adopt a new Unified Development Ordinance (UDO) as so authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, Title 29, Chapter 6.

**Contact Person / Sponsor:** Penelope G. Karagounis

**Department:** Lancaster County Planning Director **Date Requested to be on Agenda:** October 24, 2016

**Issue for Consideration and Points to Consider:** In December of 2014, Lancaster County adopted the new *2014-2024 Lancaster County Comprehensive Plan*. During the process of rewriting our Comprehensive Plan, the County commissioned the Catawba Regional Council of Governments with the leadership of Kara Drane to work on a Unified Development Ordinance Analysis. For six months, every Wednesday morning in 2014, a UDO committee met to review the current code and to identify the strengths and weaknesses of the code. The Committee consisted of: Lancaster County Planning Department (Planning Director and Planning Staff), Public Works Director (Jeff Catoe), Zoning Official (Kenneth Cauthen), Fire Marshal (Stephen Blackwelder), and Catawba Regional Council of Governments (Kara Drane). The key questions were the following for the UDO Analysis:

1. What sections are not effective?
2. Why is the section not effective? Language? Graphics? Or Both?
3. How can the Unified Development Ordinance function best?
4. Does the Unified Development Ordinance implement the Comprehensive Plan?

From the Unified Development Ordinance Analysis we were able to have a foundation on how to start the rewrite of our Unified Development Ordinance. It was clearly identified that our current code was outdated, not user-friendly, we needed to modernize our uses and enhance our table of uses, and have our UDO implement the Comprehensive Plan. We were graciously funded to hire the Catawba Regional Council of Governments to help us with the rewrite and repeal of our Unified Development Ordinance and Official Zoning Map. Kara Drane was the Project Manager and worked with the Lancaster County Planning Department starting on January 1, 2015.

We provided quarterly updates to the Lancaster County Council and to the Lancaster County Planning Commission Meeting. Before we began our public outreach, the Planning Department and Kenneth Cauthen were meeting with Kara Drane to review the draft proposals. We began our first community meetings on the development of the Unified Development Ordinance in September and October of 2015 (See Exhibit 1). These community meetings were held after hours at the Buford Recreation Center, Andrew Jackson Recreation Center, Springdale Recreation Center, and at the Pleasant Hill United Methodist Church in Indian Land. We had a total combination of 140 citizens that attended these community meetings in September and October of 2015. From November of 2015 until February 2016, we met with Lancaster County Stakeholders to discuss the proposed project (See Exhibit 2). On March 16<sup>th</sup> and March 17<sup>th</sup>, 2016 we scheduled the Lancaster County UDO Rewrite/Focus Groups from 10:00 to 4:30 pm. These six focus groups were the following: Business Focus Group; Developers and Builders Focus Group; Rural Residents Focus Group; Land Planning Focus Group; Surveyors, Utilities, Engineers Focus Group; and Urban Residents Focus Groups (See Exhibit 3). We also held a two day Lancaster County Community Review Meeting at the Historic Courthouse on Tuesday, March 29<sup>th</sup> and Wednesday, March 30<sup>th</sup> (See Exhibit 3 and Exhibit 4). Kara and I attended the Lancaster Breakfast Rotary and the Lancaster Lunch Rotary and the Indian Land Action Council in 2016 to let the public know of our Unified Development Ordinance Project by conducting presentations at their meetings. We also attended and presented at the Policy Committee of the Lancaster County Chamber of Commerce. We provided opportunities throughout 2016 with the local department heads to provide input for the UDO. The Departments that were involved were Lancaster County Zoning, Building, Public Works, Fire Management, Planning, E-911, Airport, Parks and Recreation, and Administration Departments.

## Agenda Item Summary

**Issue for Consideration and Points to Consider:** (Page 2) The Lancaster County Planning Commission was very involved with the UDO rewrite process (See Exhibit 5). Throughout the process we updated County Council members and Planning Commission members with special two on two meetings with Kara and I during the summer months. It was evident that we were very transparent and engaging with the citizens to be able to create a code that would complement the urban and rural areas of Lancaster County. It was very important for us to provide public engagement throughout the process so we could create a code that was progressive and user-friendly and we wanted to be cognizant of the needs and opinions of all citizens, county staff, and elected officials for the creation of this new Unified Development Ordinance for Lancaster County.

We also provided a public input session on July 7<sup>th</sup> at the Planning Commission meeting before we began the legal process of holding our first Public Hearing with the Planning Commission. The first Public Hearing with the Planning Commission was held on Tuesday, August 23, 2016 at 6:30 pm in the Lancaster County Council Chambers Room. We had a total of 15 citizens speak at the public hearing for the UDO and three citizens speak for the proposed zoning map. The Planning Commission made a motion to continue the UDO rewrite until the Monday, October 3, 2016 Special Planning Commission meeting. During the months of July until October, we had draft versions of all of the chapters of the Unified Development Ordinance and the proposed Zoning Maps for citizens to be able to drop in the County Building to view and comment on. We also had the same capability online for citizens to be able to comment and send their comments to us. The public hearing 30 day advertisement requirements of the UDO and Zoning Map were followed by advertising in the Lancaster News. We also advertised in the Carolina Gateway since Indian Land residents prefer the Carolina Gateway for their source of news (See Exhibit 6)

On Monday, **October 3, 2016**, the Lancaster County Planning Commission held a special Planning Commission meeting for the repealing of the UDO and the repealing of the Official Zoning Map. **For UDO-016-001, Planning Commissioner, Jerry Holt made a motion “to adopt the new UDO but remove Section 4.2.2.C, which exempts Lancaster County Water and Sewer District from compliance with the section for the Carolina Heelsplitter Overlay District Ordinance and we repeal the existing UDO, however, I would like to do that with an accompanying recommendation to Council. I’ll make that as a comment later.” Planning Commissioner, Vedia Hatfield seconded the motion. Planning Commissioners Tommy Dabney, Sheila Hinson and David Freeman were against the motion. Chairman Charles Deese was for the motion. The motion failed 3-3. By having the motion fail, the case goes to County Council without a recommendation.**

**Funding and Liability Factors:** We were funded \$150,000 for the rewrite of the Unified Development Ordinance.

**Council Options:** Approve, modify, or reject the repeal the existing Unified Development Ordinance (UDO), repeal certain related chapters in the Code of Ordinances, and to adopt a new Unified Development Ordinance as so authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, Title 29, Chapter 6 (UDO-016-001).

**Staff Recommendation:** The Lancaster County Planning Department recommended the approval of the repealing of the existing UDO and repeal certain chapters in the Code of Ordinances with some minor revisions of the text (See Exhibit 7)

**Committee Recommendation:** The Infrastructure and Regulation Committee met on Thursday, September 29<sup>th</sup>, 2016 with Chairman Larry Honeycutt, and Jack Estridge. Mr. Larry McCullough was absent. No recommendation was made to County Council.



**PRESS RELEASE**

Thursday, September 17, 2015

**For Immediate Release**

**Community Meetings on Development of Unified Development Ordinance**

*Residents Encouraged to Provide Input on UDO Draft Zoning Districts and Zoning Map*

**Lancaster County, SC.** Lancaster County is updating the Unified Development Ordinance (UDO) to implement the 2014-2024 Lancaster County Comprehensive Plan. The UDO includes zoning district standards, infrastructure standards, general development standards and natural resources protection.

As a part of community outreach, residents are invited to participate in four community meetings to review proposed zoning districts and preliminary zoning maps. These meetings will last approximately one hour and will give participants an opportunity to share their ideas on Lancaster County's updated UDO. The four communities meetings planned to date are:

**Thursday, September 24<sup>th</sup> at 6:00 PM**, at Buford Recreation Center

**Tuesday, September 29<sup>th</sup> at 6:00 PM** at Andrew Jackson Recreation Center

**Thursday, October 1<sup>st</sup> at 6:00 PM** at Springdale Recreation Center

**Monday, October 5<sup>th</sup> at 6:00 PM** at Pleasant Hill United Methodist Church

"We hope all Lancaster County residents, business leaders, and property owners participate in this process as we develop a new Unified Development Ordinance." stated Bob Bundy, Lancaster County Council Chair. "The updated UDO will be a new format, more efficient and have revised zoning districts and use classifications. With the involvement of all stakeholders, the new UDO will positively impact both our rural and urban areas of Lancaster County."

Links to the preliminary UDO zoning districts and maps can be found on Lancaster County's website [www.mylancastercsc.org](http://www.mylancastercsc.org) and Catawba Regional Council of Governments' website [www.catawbacog.org](http://www.catawbacog.org). In addition to the community meetings, residents and property owners can review the new districts and maps online and provide comments. Comment sheets are available and may be submitted online.

The Unified Development Ordinance is an implementation tool for the Comprehensive Plan, mandated in the South Carolina Planning Act. Residents will have other means to actively participate in developing the Unified Development Ordinance through community meetings and public hearings that will occur through February, 2016.

###

**For More Information, Contact: Lancaster County Staff and Consultant**

**Steve Willis**, Lancaster County Administrator, 803.416.9300 [swillis@lancastercountysc.net](mailto:swillis@lancastercountysc.net)

**Penelope G. Karagounis**, Lancaster County Planning Director 803.285.6005 [pkaragounis@lancastercountysc.net](mailto:pkaragounis@lancastercountysc.net)

**Kara W. Drane**, AICP, Catawba Regional Council of Governments 803.327.9041 [kdrane@catawbacog.org](mailto:kdrane@catawbacog.org)

# Exhibit 1



## UNIFIED DEVELOPMENT ORDINANCE PROJECT SUMMARY SHEET - SEPTEMBER 22, 2015

### Background

- Analysis of the UDO completed in June, 2014.
- New ten year Comprehensive Plan adopted in December, 2014.
- Rewriting of the UDO began in January, 2015.
- Approach is to go from approximately half of the 23 chapters currently to a more concise, easier to use document with better graphics.
- Project only includes the unincorporated areas of Lancaster County and does not include the City of Lancaster and the towns of Kershaw and Heath Springs.
- Approximately 40,000 parcels are in the unincorporated areas of Lancaster County.
- Moratorium approved on any rezoning applications North of Highway 5 to the Stateline during the development of the new UDO and zoning maps.

### Current Status

- Four community meetings are planned over the next two weeks to get feedback on proposed new districts and preliminary maps (Press release is attached with dates and locations).
- Information is available on the websites of Lancaster County and Catawba Regional Council of Governments on the draft zoning districts, use and definitions and the preliminary zoning map.
- Information on existing and proposed zoning is available on an online map. The map can be searched by address or street. Then the parcel can be selected for information.
- Online draft documents and maps provide local and out of town property owners the opportunity to comment on the proposed changes.
- The intent is to apply zoning districts to parcels as conforming uses; however, in the event a non-conforming use is created, the use may continue to exist.

### Upcoming Items

- Additional work on remaining chapters in the UDO will be completed with input from County Staff, Planning Commission and County Council.
- The public will provide additional feedback on the UDO through meetings with property owners, workshops, focus groups and official public hearings over the next three to four months.

## Exhibit 2

### Lancaster County Stakeholder Meetings

Name	Organizations / Property Information	Time / Date
Ann H. Christie*	NRCS, District Conservationist	9:30 – 11:00 / Nov 4 <sup>th</sup> L
Buddy Patterson	Large Property Owner in Indian Land	9:15 – 10:00 / Nov 18 <sup>th</sup> IL
Mike Bilodeau *	Red Stone and other developments	10:00 – 10:45 / Nov 18 <sup>th</sup> IL
Bryan Tuttle	Tuttle Company	11:30 – 12:15 / Nov 18 <sup>th</sup> IL
Emily Powell*	Walton Development - Catawba Ridge	12:15 – 1:00 / Nov 18 <sup>th</sup> IL
Richard Barr	Owner of Lowes & Highway 160-Highway 521	8:15 – 9:00 / Nov 19 <sup>th</sup> IL
Ray L. Patterson II *	Realtor and family owns land on Barberville Road	9:00 – 9:45 / Nov 19 <sup>th</sup> IL
Ron Mariello	Developer / Owner at Corner of Shelley Mullis-521	9:45 – 10:30 / Nov 19 <sup>th</sup> IL
Larry Snyder	Large Property Owner	4:00 – 4:45 / Nov 19 <sup>th</sup> L
Dave Williams	Van Wyck Road	9:00 – 10:00 / Dec 1 <sup>st</sup> L
David L. Edwards *	Owner of 100 acres zoned I-1 in Indian Land	10:00 – 11:00 / Dec 1 <sup>st</sup> L
Winston Smith *	Large Property Owner	11:00 – 12:00 / Dec 1 <sup>st</sup> L
Jack Patterson	10899 Carolina Aces	1:45 – 2:30 / Dec 1 <sup>st</sup> L
Danny Blackwell	Kershaw Large Property Owner	2:30 – 3:15 / Dec 1 <sup>st</sup> L
Mark Brodsky *	Red Ventures	4:00 – 4:45 / Dec 1 <sup>st</sup> L
Dr. Malcom Edwards	Large Property Owner	5:00 – 5:45 / Dec 1 <sup>st</sup> L
Odelle Steele	Large Property Owner	9:00 – 9:45 / Dec 2 <sup>nd</sup> L
Jack Patterson	Barberville Road	2:00 – 2:45 / Dec 8 <sup>th</sup> L
Ralph Norman	Owner on Highway 521	10:30 – 11:15 / Jan 11 <sup>th</sup> L
Kristen Blanchard*	Nutramax Laboratories	11:00 – 11:45 / Jan 27 <sup>th</sup> L
Barry Beasley*	Katawba Valley Land Trust	1:00 – 2:00 / Feb 9 <sup>th</sup> L

\* - Multiple People in Attendance

IL – Indian Land Del Webb Library, Small Conference Room

L – Lancaster County Administration Building, Second Floor Conference Room

March 21, 2016

## Exhibit 3

### LANCASTER COUNTY UDO REWRITE/FOCUS GROUPS SCHEDULE

\*Located in the Lancaster County Historic Courthouse on 100 N. Main Street

#### **Wednesday, March 16, 2016**

Business Focus Group – 10:00 - 11:30am

Developers & Builders Focus Group – 1:00-2:30pm

Rural Residents Focus Group– 3:00 – 4:30pm

#### **Thursday, March 17, 2016**

Land Planning Focus Group – 10:00 – 11:30am

Surveyors, Utilities, Engineers Focus Group – 1:00 – 2:30pm

Urban Residents Focus Group – 3:00 – 4:30 pm

### LANCASTER COUNTY COMMUNITY REVIEW MEETINGS

\*Located in the Lancaster County Historic Courthouse on 100 N. Main Street

**Tuesday, March 29, 2016 from 1:00 p.m. to 8:00 p.m. (Drop in)**

**Wednesday, March 30, 2016 from 9:00 a.m. to 4:00 p.m. (Drop in)**

## Public Notice on Community Review Meetings

The Lancaster County Unified Development Ordinance (UDO) is currently being updated. The new UDO will implement the 2014-2024 Comprehensive Plan through standards for zoning districts, infrastructure, general development, and natural resources protection. The public is invited to participate in Community Review Meetings on the proposed UDO zoning districts and maps. The Community Review Meetings will be held over two days as follows:

**Tuesday, March 29<sup>th</sup>** at Lancaster County Historic Courthouse, 100 N. Main Street, 2<sup>nd</sup> Floor, Lancaster, between 1:00 PM – 8:00 PM.

**Wednesday, March 30<sup>th</sup>** at Lancaster County Historic Courthouse, 100 N. Main Street, 2<sup>nd</sup> Floor, Lancaster, between 9:00 AM – 4:00 PM.

The Community Review Meetings are an opportunity for residents to drop in at the various times to review the proposed zoning maps and chapters of the draft Unified Development Ordinance.

Links to the proposed UDO zoning districts and maps can be found on Lancaster County's website [www.mylancastersc.org](http://www.mylancastersc.org) and Catawba Regional Council of Governments' website [www.catawbacog.org](http://www.catawbacog.org).

*Publish twice on Friday, March 25<sup>th</sup> and Sunday, March 27<sup>th</sup> in the non-legal section with a small black border and legible font.*

## **Exhibit 5**

### **UDO Planning Commission Workshops: 2015**

**4-2-15 – Update**

**4-14-15 – UDO Review Committee**

**6-4-15 – Timeline**

**7-9-15 – Proposed Districts & Definitions**

**8-13-15 – Discussion/Table of Uses & Proposed Zoning Districts**

**9-3-15 – Review of Use Table & Proposed Zoning Districts & Preliminary Map**

**10-8-15 – UDO Rewrite Update – PK**

### **UDO Planning Commission Workshops: 2016**

**2-11-16 – UDO Project Workshop – 3:00pm Council & PC**

**5:00pm – Regular Workshop**

**5:45pm - PC Workshop – Review & Presentation of UDO**

**Chapters**

**3-3-16 – Proposed Zoning Map – Review & Discussion**

**3-11-16 – UDO Project Workshop – Historic Courthouse 10:00am – Proposed Zoning Map/Review & Discussion**

**4-7-16 – Historic Courthouse/5pm – Review & Discussion: Chapters/Map**

**5-5-16 – Review & Discussion – Chapters/Map**

## **Exhibit 5**

**6-2-16 – Review & Discussion – Chapters/Map, Timeline**

**6-21-16 – Review & Discussion – Chapters/Map**

**7-7-16 – No Workshop – Held UDO Public Input Session**

**8-4-16 – Review & Discussion – Chapters/Map**

**UDO ADVERTISEMENTS 2015-2016**

**Public Notice on Community Meetings 2015 – September 24<sup>th</sup> (Buford Rec Ctr., September 29<sup>th</sup> (Andrew Jackson Rec Ctr., October 1<sup>st</sup>, Springdale Rec Ctr., October 5<sup>th</sup>, Pleasant Hill United Methodist Church)**

**Lancaster News – 9-20-15, Gateway – 9-23-15**

**Public Notice on Community Review Meetings – March 29<sup>th</sup> & March 30, 2016**

**Lancaster News – 3-25-16 & 3-27-16, Gateway – 3-23-16**

**Public Notice Advertisement for the Public Input Session – 7-7-16**

**Lancaster News – 7-3-16, Gateway – 7-6-16**

**Map for Viewing – Voter Registration Office beginning 7-25-16**

**Lancaster News – 7-24 & 8-7-16**

**Gateway – 7-27 & 8-10-16**

**Newspaper Articles for Advertised Text and in Lancaster News and the Carolina Gateway – 8-23-16 Meeting**

**Lancaster News – 7-24, 7-31, 8-7, 8-14, & 8-21-16**

**Gateway – 7-27, 8-3, 8-10, & 8-17-16**

**Citizens signed up to speak: Text – 15, Map - 3**

## **Exhibit 6**

### **Newspaper Articles for Advertised Text and Map in Lancaster News and the Carolina Gateway – 10-3-16 Meeting**

**Lancaster News – 9-2-16      Gateway – 9-14-16**

**Citizens signed up to speak: Text – 10, Map - 2**

# UNIFIED DEVELOPMENT ORDINANCE

# Exhibit 7

## PROPOSED EDITS BY CHAPTER SINCE SEPTEMBER 2, 2016

### CHAPTER 1 INTRODUCTORY PROVISIONS

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
1-4	1.2.1.B	Deletion of Pipeline Overlay
1-5	1.3.2	Deletion of Pipeline Overlay
1-10	1.4.7	Change Certificate of Zoning Compliance to Zoning Permit

### CHAPTER 2 DISTRICT STANDARDS

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
2-1	2.2.1	Deletion Pipeline Overlay
2-6 to 2-8	2.4	Deletion of Chapter 7 reference for open space and park space
2-7	2.4	Addition of a reference on Accessory Structures on Corner Lots for LDR
2-8	2.4	Decreased minimum acreage for Light and Heavy Industrial
2-10	2.5.3	Deleted Multifamily from GB and INS and changed RB to PR
2-11	2.5.3	Deletion of reference 5.4.3
2-13	2.5.3	Deletion of Factory Farming and addition of Facilities, Non-Swine, change from SE to PR in AR District
2-13	2.5.3	Addition of Animal Production Facilities, Swine, SE in AR District

### CHAPTER 3 MIXED-USE DISTRICTS

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
3-40	3.12.2.E	Addition of Nonconforming Build-to Requirement

# UNIFIED DEVELOPMENT ORDINANCE

## Exhibit 7

### CHAPTER 4 OVERLAY DISTRICTS

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
4-1	4.1.2	Deletion Pipeline Overlay
4-2	4.2.1.B	Change in reference to map adding the words Aviation Overlay and deleting Restriction and Limitation
4-2	4.2.1.D	Clarification of location of overlay map with the Official Zoning Map
4-3	4.2.1.E.1	Revision of Zone C to Zone C1 and addition of Zone C2
4-4	4.2.1.E.1	Addition of Zone F with description
4-5 to 4-6	McWhirter Field Land Use Compatibility Guidance Table	Revision of Zone C to Zone C1, addition of Zone C2, addition of Conditional Land Use references, and addition of Zone F
4-7	Table Key	Relocated to after the table, clarifications in density reference, and revisions to C3, C4 and C5 descriptions
4-9	4.2.1.G.2.c	Changed word awarded to granted
4-10 to 4-12	Compatible, Incompatible, and Conditional Land Use Tables	Revisions of Zone C to Zone C1 and the Addition of Zone C2
4-16 to 4-17	4.2.3	Deletion of Pipeline Overlay
4-18	4.3.1.A and 4.3.1.B	Language corrections
4-22	4.3.2.G.1.a and H	Deletion of language prohibiting side yard parking at intersecting street and correction on Chapter reference

### CHAPTER 5 USE REGULATIONS

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
5-2 to 5-3	5.2.2	Deletion of multi-family from GB and INS districts and addition of standards on building type and density
5-4	5.2.6.2	Deletion of language regarding mobile homes

**UNIFIED DEVELOPMENT ORDINANCE**

<b>PAGE NUMBER(S)</b>	<b>SECTION NUMBER(S)</b>	<b>CONTENT / SUBJECT MATTER</b>
5-6	5.2.7	Change Certificate of Zoning Compliance to Zoning Permit
5-13	5.5.3.B and F	Change 100 feet to 250 feet separation, revise hours of operation, and correct single-unit or two-unit dwellings to single-family and two-family
5-17	5.5.12.C	Increased separation requirements for outdoor shooting range
5-24	5.8.6.H	Deletion of Canopies over Gas Pumps
5-32	5.9.10.A	Change in distance requirement from 500 to 300 and deletion of language referring to conditional district
5-37 to 5-38	5.10.1 and 5.10.2	Addition of language for Non-Swine that matches SCDHEC, removal of language for previous Factory Farming, and the addition of Swine language and separation requirements
5-39	5.10.3.A	Deletion of language regarding four-lane corridors
5-40	5.11.1	Change Certificate of Zoning Compliance to Zoning Permit
5-41	5.11.4.B	Deletion of residentially zoned properties and clarification of language to residential uses only
5-48	5.12.4.A.1	Change Certificate of Zoning Compliance to Zoning Permit

**CHAPTER 6 SUBDIVISION AND INFRASTRUCTURE STANDARDS**

<b>PAGE NUMBER(S)</b>	<b>SECTION NUMBER(S)</b>	<b>CONTENT / SUBJECT MATTER</b>
6-2	6.2.2.F.2 and 3	Clarification of language about requirements prior to plat approval

# UNIFIED DEVELOPMENT ORDINANCE    **Exhibit 7**

## Chapter 7 General Development Standards

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
7-2	7.1.1.B	Change Compliance Certificate to Zoning Permit
7-16	7.1.7.C and D	Reference to trees and shrubs list in Chapter 4, clarification of language regarding small trees and overhead power lines, and reference to Chapter 6 site distance triangles
7-25	7.2.5.F	Addition of language for parking of truck cabs in AR District
7-32	7.4.2.A and C	Change Compliance Certificate to Zoning Permit
7-37	7.4.6	Change Compliance Certificate to Zoning Permit
7-42	7.4.7	Change Compliance Certificate to Zoning Permit

## Chapter 8 Natural Resources Protection

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
8-6	8.2.2.B.2	Addition of references for floodplain
8-28	8.6.2.B.7.d	Clarification of language about elevated stream crossings

## Chapter 9 Administration

PAGE NUMBER(S)	SECTION NUMBER(S)	CONTENT / SUBJECT MATTER
9-7 and 9-9	9.2.3 and 9.2.5	Change UDO Compliance Certificate to Zoning Permit
9-10	9.2.5.B	Change Compliance Certificates to Zoning Permits
9-12 to 9-13	9.2.7.A.1, 3, and 8	Change Compliance Certificate to Zoning Permit
9-17 to 9-20	9.2.8.C	Addition of Section Reference Numbers
9-18	9.2.8.C.1.b.iii	Deletion of V-Zone Certification / not applicable
9-20	9.2.8.C.1.g.i and iv	Deletion of language that is not applicable

**UNIFIED DEVELOPMENT ORDINANCE**

<b>PAGE NUMBER(S)</b>	<b>SECTION NUMBER(S)</b>	<b>CONTENT / SUBJECT MATTER</b>
9-29	9.2.9.B.12	Change Compliance Certificate to Zoning Permit
9-51	9.3.5.B.3.c	Addition of language regarding extensions for nonconforming uses by the administrator
9-51	9.3.5.D.2	Change timeframe for non-conforming structures from 6 months to 1 year and provide review by Administrator
9-54	9.4.1.E.3	Revision of language regarding removal of sign violations
9-57	9.4.6.A.2.e	Revision of language regarding erosion violation administration

**Chapter 10 Definitions**

<b>PAGE NUMBER(S)</b>	<b>SECTION NUMBER(S)</b>	<b>CONTENT / SUBJECT MATTER</b>
10-2	10.3 Animal Production Factory Farming	Deletion of reference to Factory Farming in Animal Production, change Factory Farming to Facilities, Non-Swine and Addition of new definition for Animal Production Facilities, Swine
10-5	10.3 High Consequence Land Use	Deletion of definition
10-21	10.4 Hazardous Liquid Pipeline	Deletion of definition
10-25	10.4 New Manufactured Home Park or Subdivision	Addition of Date
10-30 to 10-31	10.4 Subdivision, Major	Correction in language

Purpose

The purpose of the Unified Development Ordinance Project is to develop an updated code and a new official zoning map that implements the new Comprehensive Plan, incorporates applicable ordinances from the Code of Ordinances, and includes districts that support both rural and urban communities.

Background

- Analysis of the UDO completed in June, 2014 and the Comprehensive Plan was adopted in December, 2014.
- Rewrite of the UDO, including a new zoning map, began in 2015. A Public Input Session was held on July 7, 2016 in advance of the official public hearings to gather feedback on the draft new UDO and Official Zoning Map.
- The 1<sup>st</sup> public hearing before the Planning Commission was held on August 23, 2016 and the 2<sup>nd</sup> public hearing before the Planning Commission is set for October 3, 2016.
- Project only includes the unincorporated areas of Lancaster County and does not include the City of Lancaster and the towns of Kershaw and Heath Springs.
- Revisions have been made to the July 24, 2016 version of the UDO and The Official Zoning Map based on feedback and comments.

UDO Key Facts

- Public input included four community meetings held in September and October, 2015, individual stakeholders meetings conducted between November, 2015 and January, 2016; six focus group sessions held in March, 2016; two day open house in March, 2016; Public Input Session in July, 2016; civic and neighborhood community meetings; and Planning Commission workshops.
- Information has been available on the websites of Lancaster County and Catawba Regional Council of Governments on the draft materials and the preliminary zoning map as well as final versions since July, 2016. The public has been able to comment online and in person.
- The intent is to apply zoning districts to parcels as conforming uses; however, in the event a non-conforming use is created, the use may continue to exist.

The Official Zoning Map

- The following is a breakdown of the proposed zoning as of September 2, 2016 of the total 39,626 parcels in the unincorporated areas of Lancaster County by categories:
 

— Rural Districts:	36%
— Residential Districts:	38%
— Business Districts:	3%
— Institutional Districts:	1%
— Open Space Preservation:	.2%
— Industrial Districts	1%
— Mixed-Use Districts	4%
— PDD Legacy	17
- The following is a breakdown of the proposed zoning as of September 2, 2016 of the total 340,113.45 acres in the unincorporated areas of Lancaster County by categories:
 

— Rural Districts:	74%
— Residential Districts:	13%
— Business Districts:	1%
— Institutional Districts:	1%
— Open Space Preservation:	3%
— Industrial Districts	4%
— Mixed-Use Districts	.4%
— PDD Legacy	3%

## Agenda Item Summary

**Ordinance #:** UDO-016-002 Official Zoning Map –Repealing Existing and Adopting New Official Zoning Map

**Contact Person / Sponsor:** Penelope G. Karagounis

**Department:** Lancaster County Planning Director **Date Requested to be on Agenda:** October 24, 2016

**Issue for Consideration:** The Lancaster County Council funded the Planning Department to hire the Catawba Regional Council of Governments to be our consultant for the rewrite of the Unified Development Ordinance and the repealing of the official zoning map. The project began on January 1, 2015 with the Project Leader being Kara Drane from the Catawba Regional Council of Governments and assistance from all the planners in the Lancaster County Planning Department. The intent of the repealing the official zoning map was to create new zoning districts that would complement the old zoning districts and provide new districts that would complement the adoption of the *2014-2024 Lancaster County Comprehensive Plan*. In the summer of 2015, we were also fortunate to have two interns assist Nick Cauthen, Planner I, and Andy Rowe, Planner I in conducting field analysis of properties throughout the County. The three month process allowed us Planners to understand what type of uses were existing primarily in the rural areas and also the urbanized area of Indian Land. This allowed us to identify that these new proposed zoning districts would be more suitable throughout the County to help preserve both the urban and rural areas. In the 20 months of this project, we provided many opportunities for the public to be engaged through community meetings, open house meetings, stakeholder meetings, focus groups, planning workshops, online opportunities to view the map and comment, full page advertisements in the local newspapers and public opportunities to view the zoning maps in the Lancaster County Administration Building.

**Points to Consider:** The Official Zoning Map is part of the Lancaster County Unified Development Ordinance. The boundaries of each zoning district are shown on a map entitled “Lancaster County Official Zoning Map” which is hereby made a portion of the Lancaster County Unified Development Ordinance. Certain overlay districts such as the Carolina Heelsplitter Overlay District, Carolina Thread Trail Overlay District, Cluster Subdivision Overlay District, Equestrian Oriented Subdivision Overlay District, Highway Corridor Overlay District and the McWhirter Field Aviation Overlay District are hereby established and incorporated by reference.

**Funding and Liability Factors:** Repealing of the Unified Development Ordinance would have to be approved before you can approve the Lancaster County Official Zoning Map. The Lancaster County Official Zoning Map may not be approved without the new Unified Development Ordinance.

**Council Options:** Approve, modify, or reject the repeal of the existing Zoning Map, and to adopt a new Official Zoning Map as so authorized by the South Carolina Local Government Comprehensive Planning Enabling Act of 1994, Title 29, Chapter 6.

**Staff Recommendation:** The Lancaster County Planning Department recommended the approval of the repealing of the existing Zoning Map with the new Official Zoning Map at the October 3, 2016 Planning Commission Public Hearing with the following proposed zoning changes since the September 2, 2016 advertisement in the Lancaster News (Exhibit 1). The Lancaster County Planning Commission held a public hearing on October 3, 2016 and made a motion to approve the official zoning map with all the proposed zoning changes in Exhibit 1, except Tax Map 8, Parcel 26.03 by a vote of (6-0). The Commission recommended the parcel to remain as the proposed Regional Business. Only two people signed up for public hearing on October 3, 2016 for the Official Zoning Map.

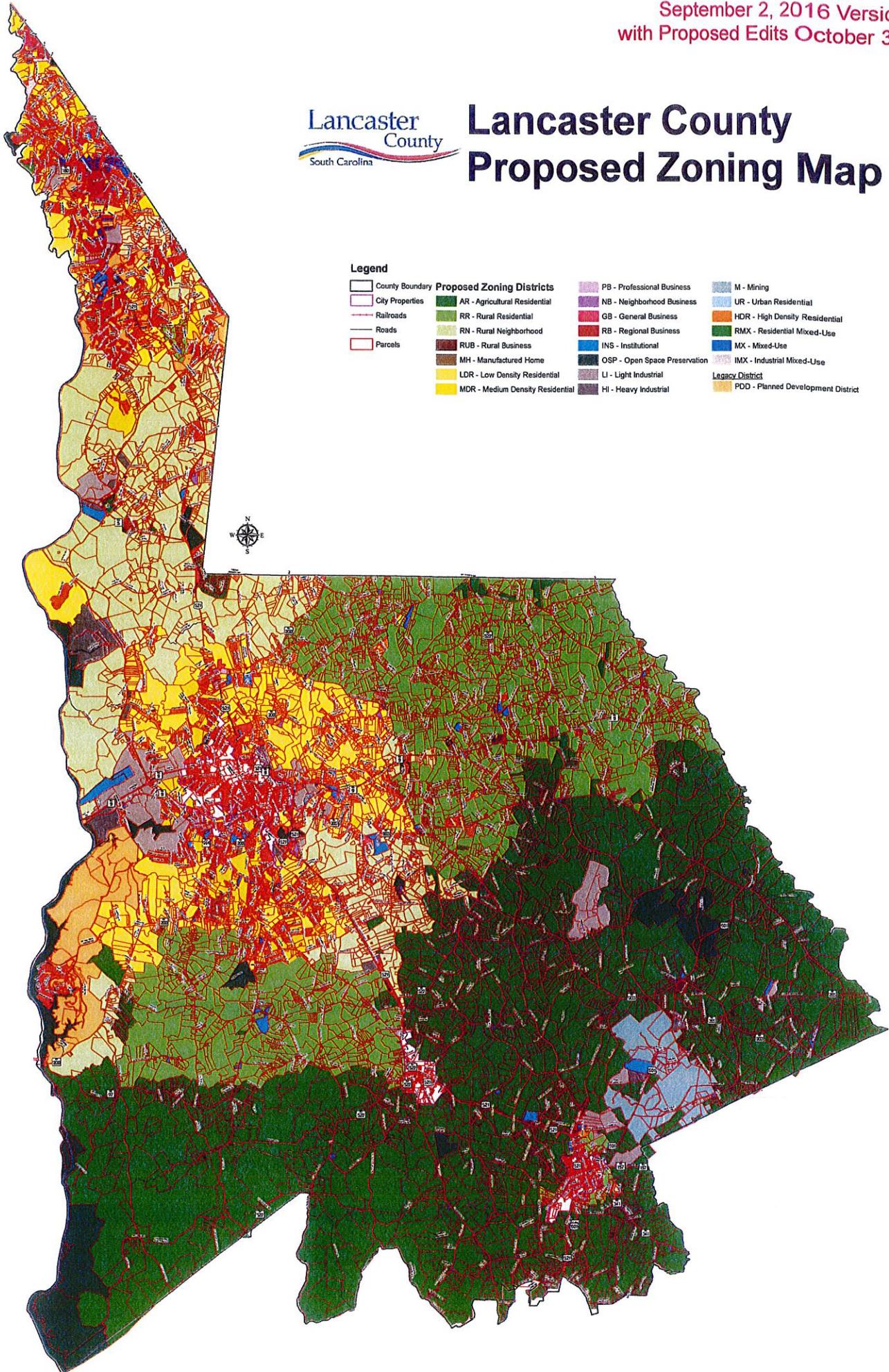
**Committee Recommendation:** The Infrastructure and Regulation Committee met on Thursday, September 29<sup>th</sup> with Chairman, Larry Honeycutt, and Jack Estridge. Mr. Larry McCullough was absent. No recommendation was made to County Council.



# Lancaster County Proposed Zoning Map

**Legend**

County Boundary	<b>Proposed Zoning Districts</b>	PB - Professional Business	M - Mining
City Properties	AR - Agricultural Residential	NB - Neighborhood Business	UR - Urban Residential
Railroads	RR - Rural Residential	GB - General Business	HDR - High Density Residential
Roads	RN - Rural Neighborhood	RB - Regional Business	RMX - Residential Mixed-Use
Parcels	RUB - Rural Business	INS - Institutional	MX - Mixed-Use
	MH - Manufactured Home	OSP - Open Space Preservation	IMX - Industrial Mixed-Use
	LDR - Low Density Residential	LI - Light Industrial	<b>Legacy District</b>
	MDR - Medium Density Residential	HI - Heavy Industrial	PDD - Planned Development District

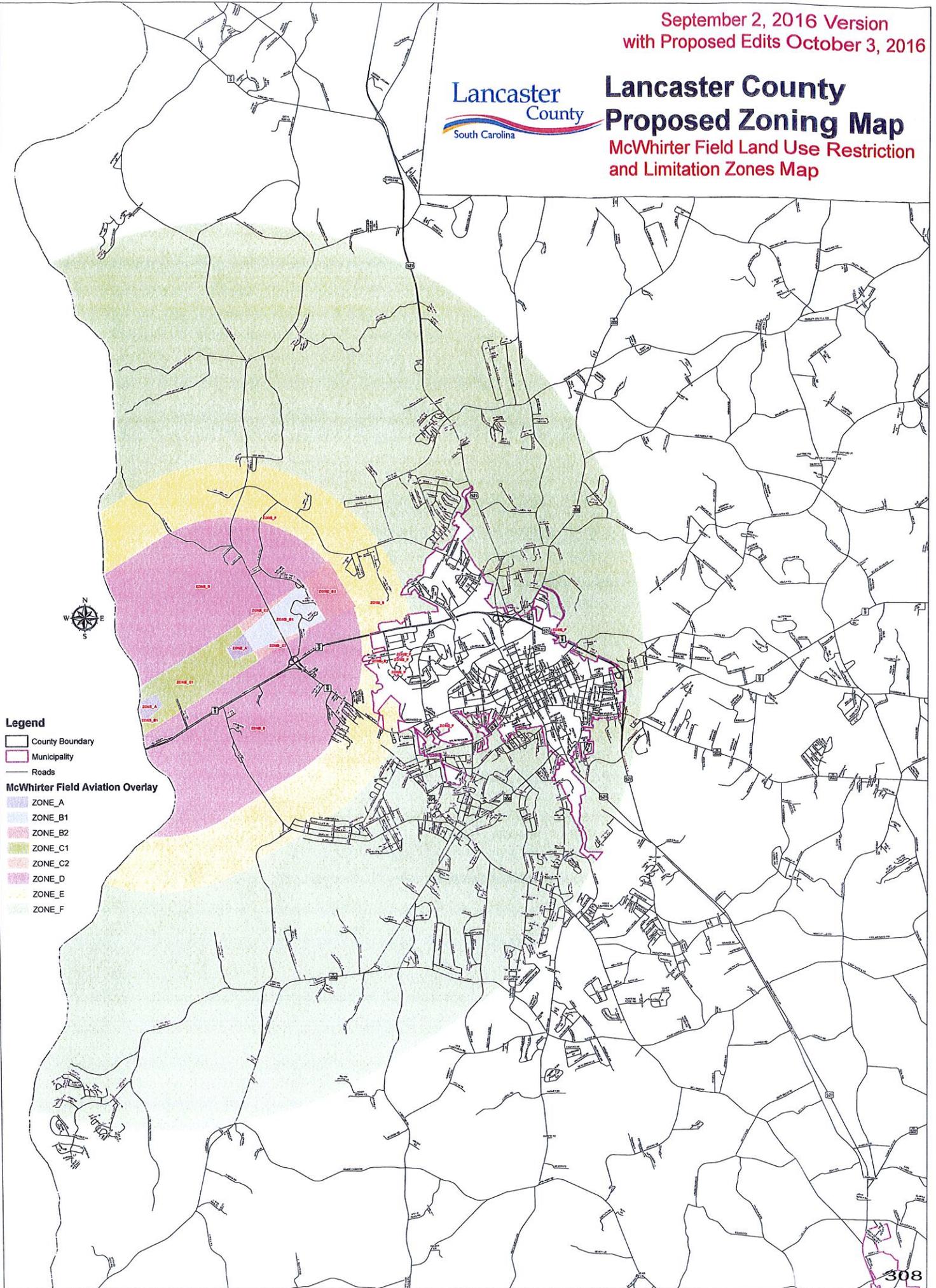


September 2, 2016 Version  
with Proposed Edits October 3, 2016



# Lancaster County Proposed Zoning Map

## McWhirter Field Land Use Restriction and Limitation Zones Map



- Legend**
- County Boundary
  - Municipality
  - Roads
- McWhirter Field Aviation Overlay**
- ZONE\_A
  - ZONE\_B1
  - ZONE\_B2
  - ZONE\_C1
  - ZONE\_C2
  - ZONE\_D
  - ZONE\_E
  - ZONE\_F

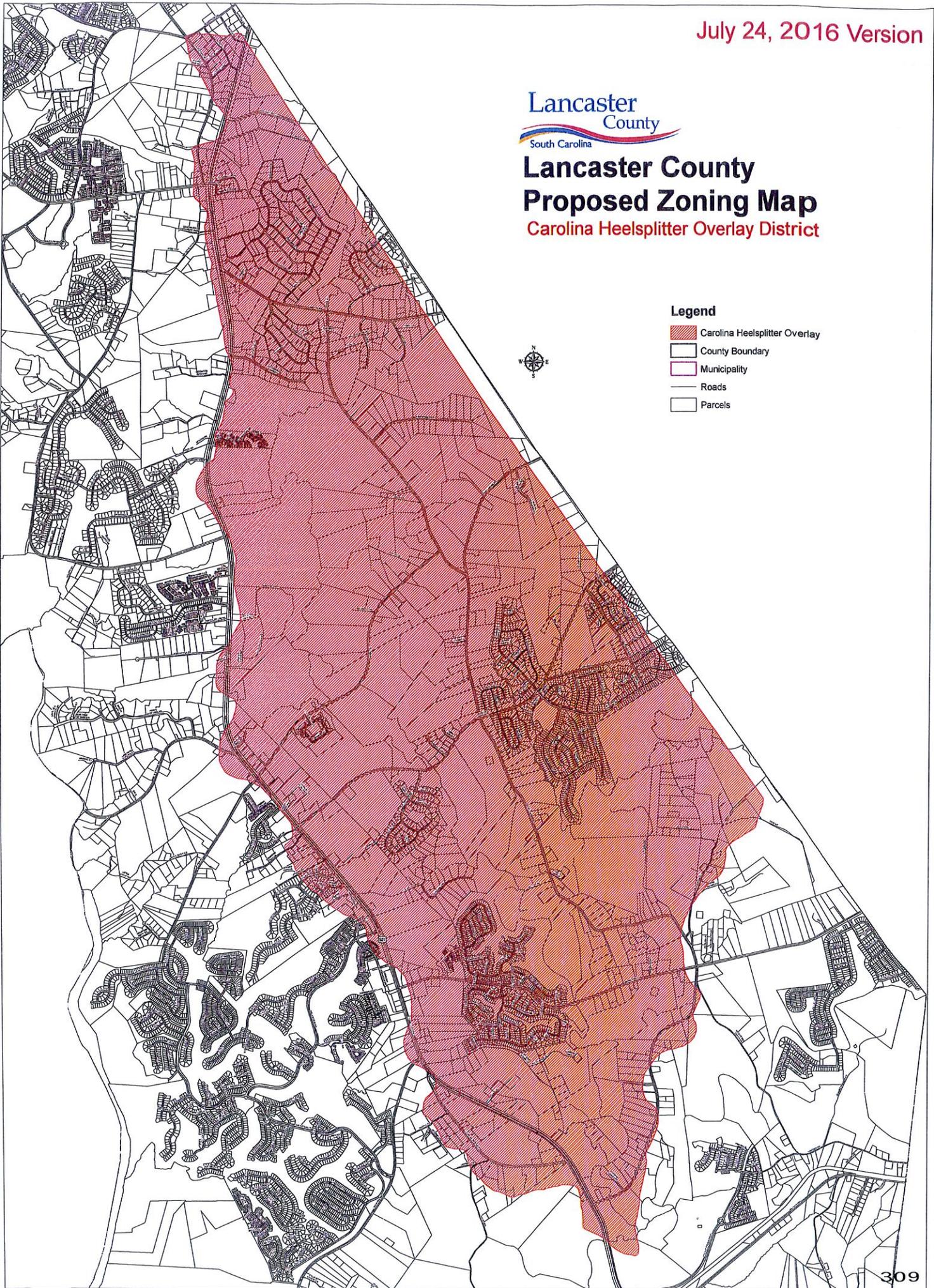


# Lancaster County Proposed Zoning Map

Carolina Heelsplitter Overlay District

### Legend

-  Carolina Heelsplitter Overlay
-  County Boundary
-  Municipality
-  Roads
-  Parcels

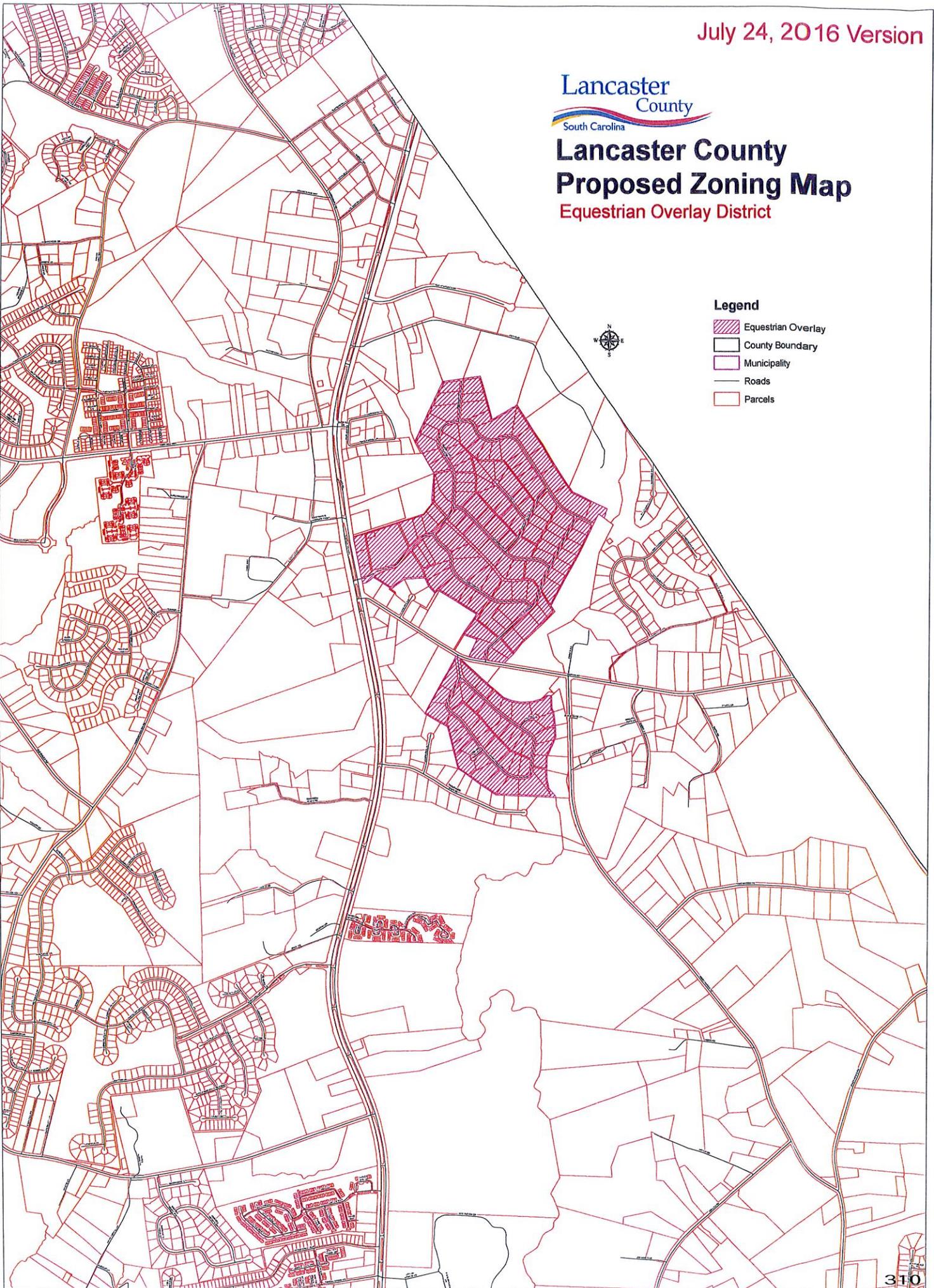




# Lancaster County Proposed Zoning Map Equestrian Overlay District

### Legend

-  Equestrian Overlay
-  County Boundary
-  Municipality
-  Roads
-  Parcels





# Lancaster County Proposed Zoning Map Highway Corridor Overlay District

### Legend

- 1000 Ft Highway Corridor Buffer
- Highway Corridor Road Segments
- Municipality
- Roads
- Parcels
- County Boundary

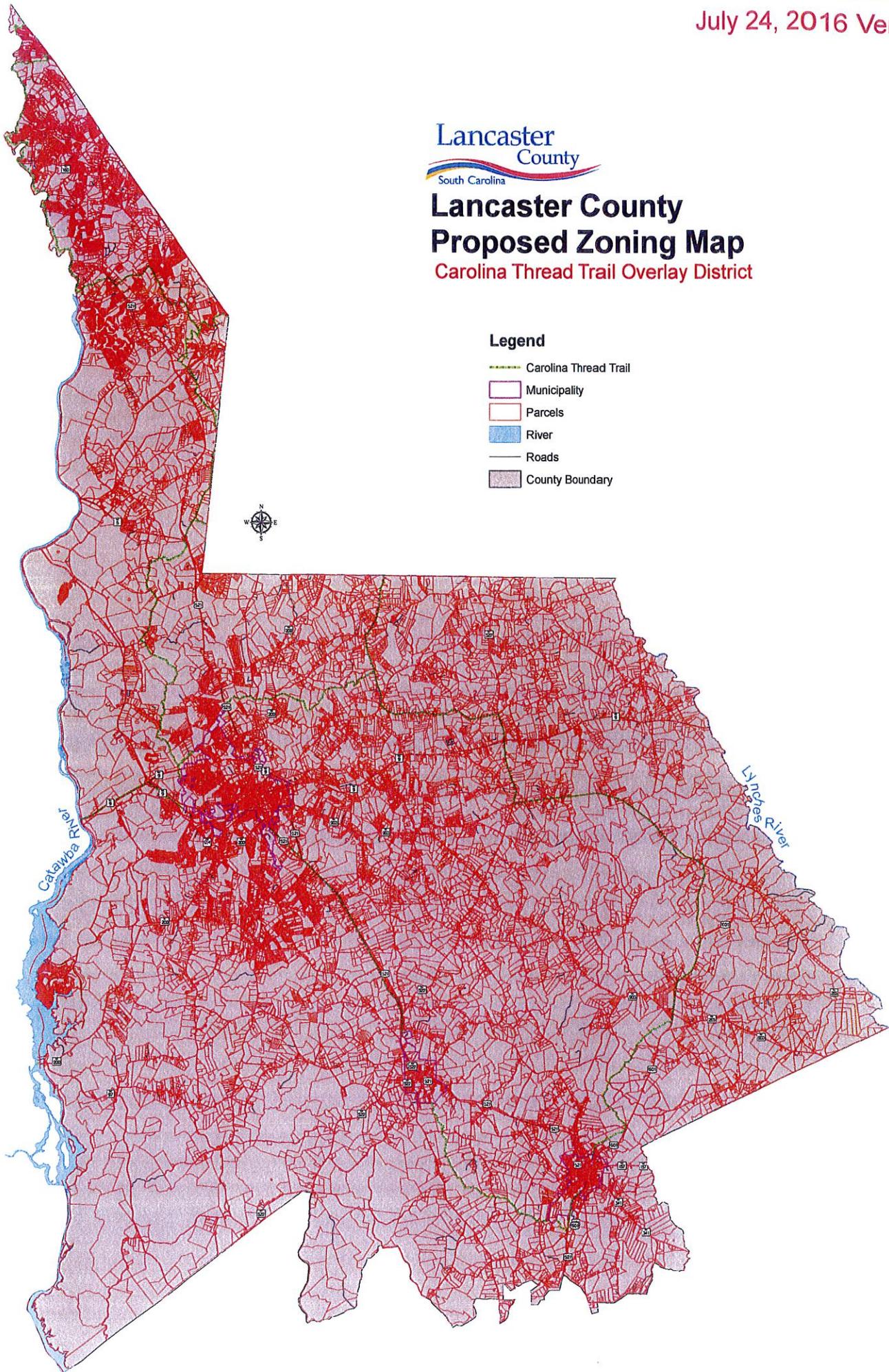




# Lancaster County Proposed Zoning Map Carolina Thread Trail Overlay District

## Legend

- Carolina Thread Trail
- Municipality
- Parcels
- River
- Roads
- County Boundary



July 24, 2016 Version

\*This does not include the additional overlay districts.



# Lancaster County Proposed Zoning Map

## Cluster Subdivision Overlay

### Legend

- Railroads
- City Properties
- Parcels
- Roads
- County Boundary
- Cluster Subdivision Overlay
- MDR - Medium Density Residential

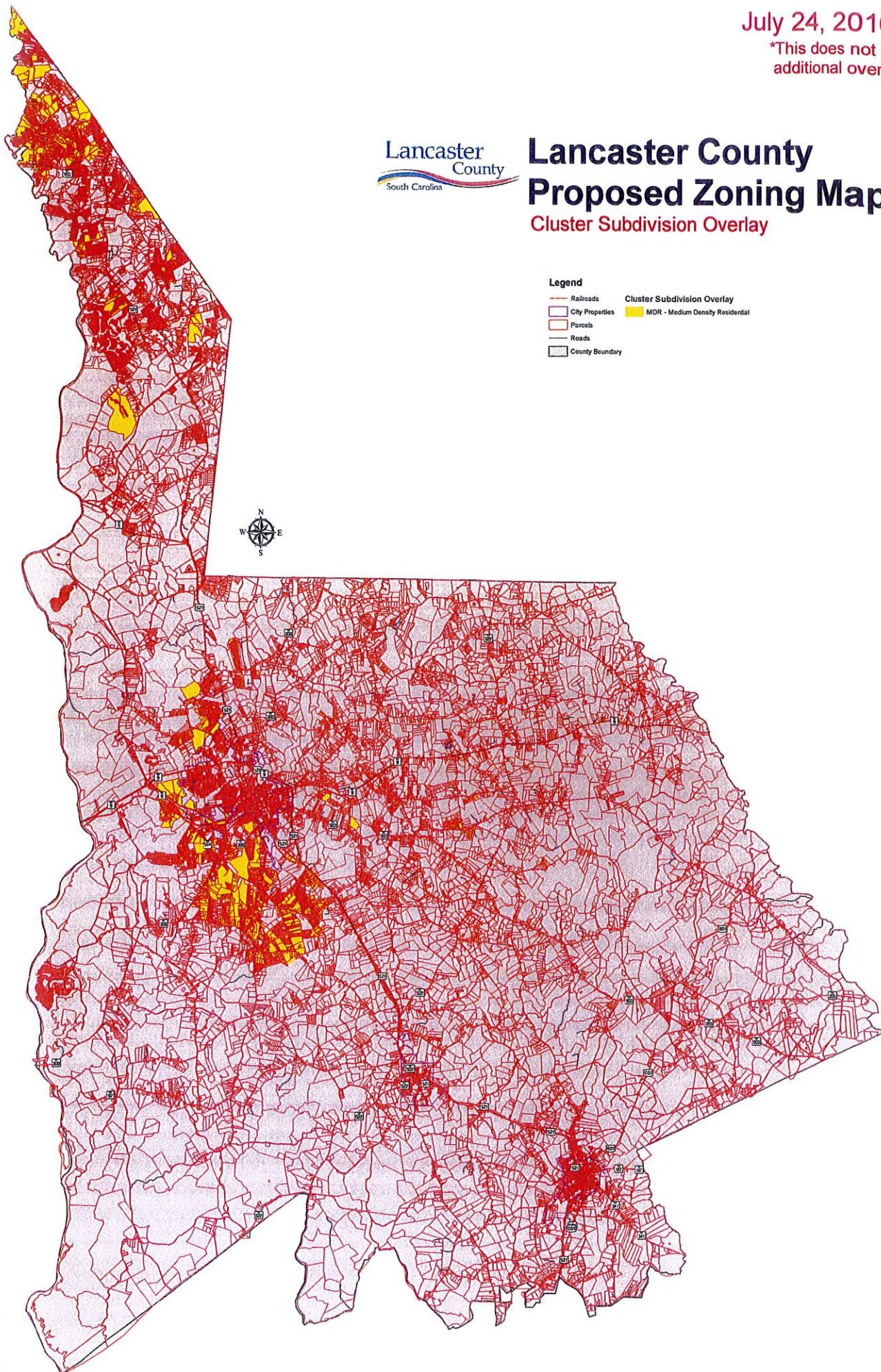


Exhibit 1

## UDO ZONING MAP CHANGES SINCE THE SEPTEMBER 2ND ADVERTISEMENT IN THE LANCASTER NEWS

To: Lancaster County Planning Commissioners

Meeting

Date: Monday, October 3<sup>rd</sup> @6:30 p.m.

---

Comments: Please find attached the areas of the county that have proposed zoning changes **SINCE** the September 2<sup>nd</sup> advertisement in the Lancaster News.

# OFFICIAL ZONING MAP

## PROPOSED EDITS BY PARCEL SINCE SEPTEMBER 2, 2016

PARCEL NUMBER	CURRENT ZONING	SEPTEMBER 2 PROPOSED	OCTOBER 3 PROPOSED
0060-00-089.00	R30	LDR	INS
0010-00-060.08	R15	LDR	RN
0010-00-060.04	R15	LDR	RN
0010-00-060.03	R15	LDR	RN
0010-00-060.09	R15	LDR	RN
0010-00-060.05	R15	LDR	RN
0010-00-060.06	R15	LDR	RN
0010-00-019.02	R15	LDR	RN
0013-00-011.00	B3	MX	GB
0013-00-011.01	B3	MX	GB
0013-00-012.00	B3	MX	GB
0010-00-052.00	B3	MX	GB
0010-00-053.00	B3	MX	GB
0010-00-054.00	B3	MX	GB
0010-00-052.01	B3	MX	GB
0010-00-052.02	B3	MX	GB
0010-00-052.03	B3	MX	GB
0013-00-045.00	R30	LDR	INS
0013-00-044.00	R30	LDR	INS
0081-00-034.01	I-2*	LI	HI
0081-00-032.01	I-2*	LI	HI
0081-00-032.00	I-2*	LI	HI
0081-00-031.00	I-2*	LI	HI
0081N-0B-005.00	I-2*	LI	HI
0081N-0B-006.00	I-2*	LI	HI
0156-00-001.00	MF*	RR	HDR
0141-00-024.00	MF*	RR	HDR
0107-00-046.00	B-2	RN	RUB
0102-00-106.00	R-15S*	MDR	RR
0082D-0P-014.00	B-3*	MDR	GB
0013-00-034.07	R30	RN	INS
0010-00-049.00	B3	NB	INS
0008-00-026.03	B3	RB	MX



Lancaster County, South Carolina  
Lancaster County Planning and Zoning Department  
1000 North Main Street, Suite 200, Lancaster, SC 29301  
715-962-2200  
www.lancastercountysc.gov

JOHN TRUESDALE

FELLY

CAMP CREEK

TUCK KNIGHT

HOUGH

RUFFEDGE ACRES

R30 --> LDR --> INS  
0060-00-089.00





R15P --> LDR --> RN  
0010-00-060.08, 0010-00-060.04,  
0010-00-060.03, 0010-00-060.09  
0010-00-060.05, 0010-00-060.06  
0010-00-019.02

JOHANNES

SNITTOG

WELLINGTON

CASTLE

PALACE



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Lancaster  
County  
South Carolina

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POINT CARPENTER

DOBYS BRIDGE

CHARLOTTE  
CHARLOTTE

HENDLEY CREEK

B3 --> MX --> GB  
0013-00-011.00, 0013-00-011.01,  
0013-00-012.00, 0010-00-052.00  
0010-00-053.00, 0010-00-054.00  
0010-00-052.01, 0010-00-052.02  
0010-00-052.03

0 262.5 525 1,050  
Feet

LANCASTER COUNTY PLANNING AND ZONING DEPARTMENT  
1001 W. MARKET STREET, 2ND FLOOR, LANCASTER, SC 29080  
PH: 803.781.1234 FAX: 803.781.1235



LITTLE RIVER

RIVER

R30P --> LDR --> INS  
0013-00-045.00, 0013-00-044.00



DOGWOOD TRAIL

RIDGELINE

CHASEMATER VISTA  
CROWN VISTA  
STREAMHAVEN

COLLINS

CHARLOTTE

COURTNEY

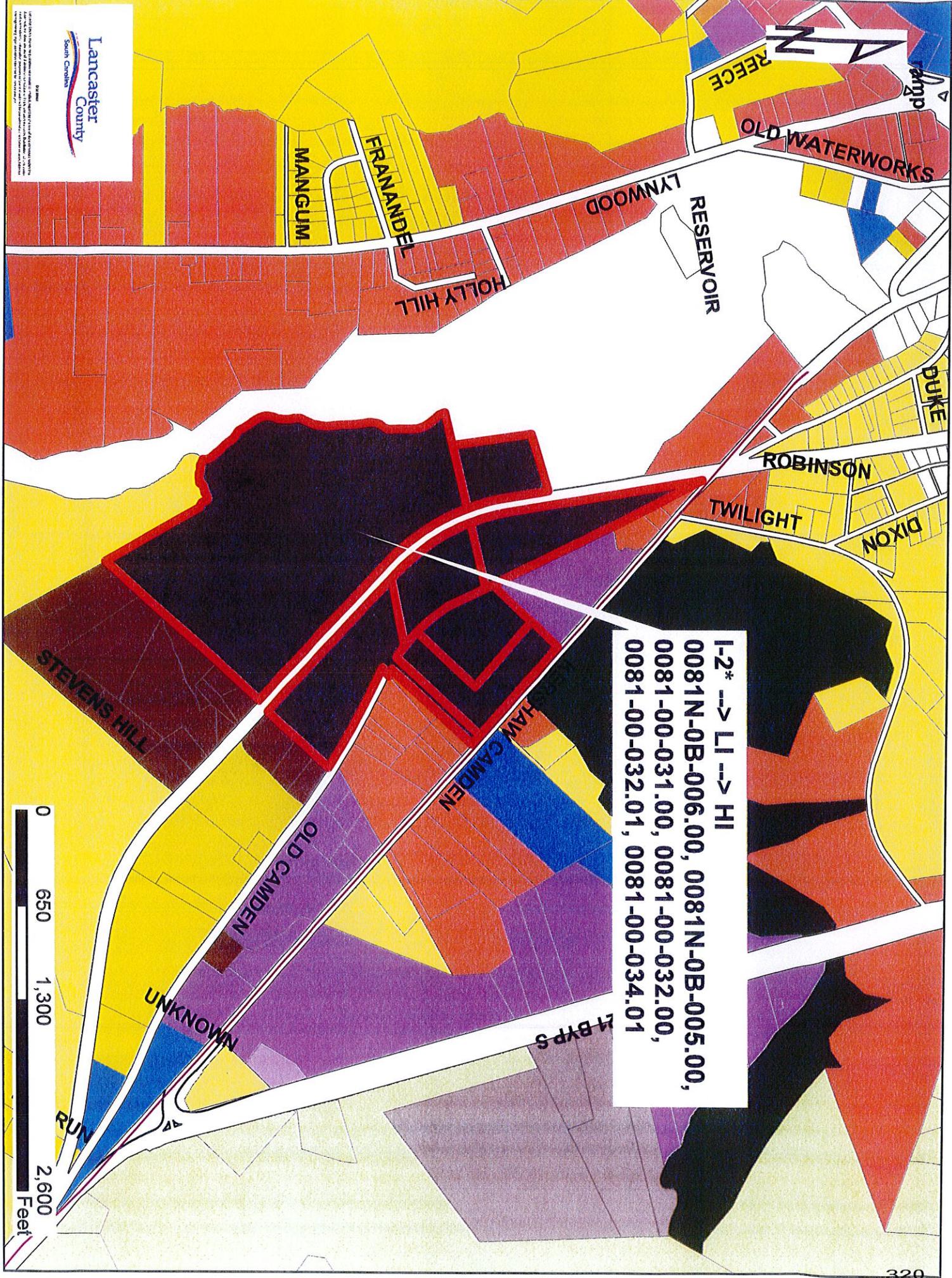
SHELLEY MULLIS

CORNELL  
ECK

JENKINS  
PARK

HALIFAX

COLBY

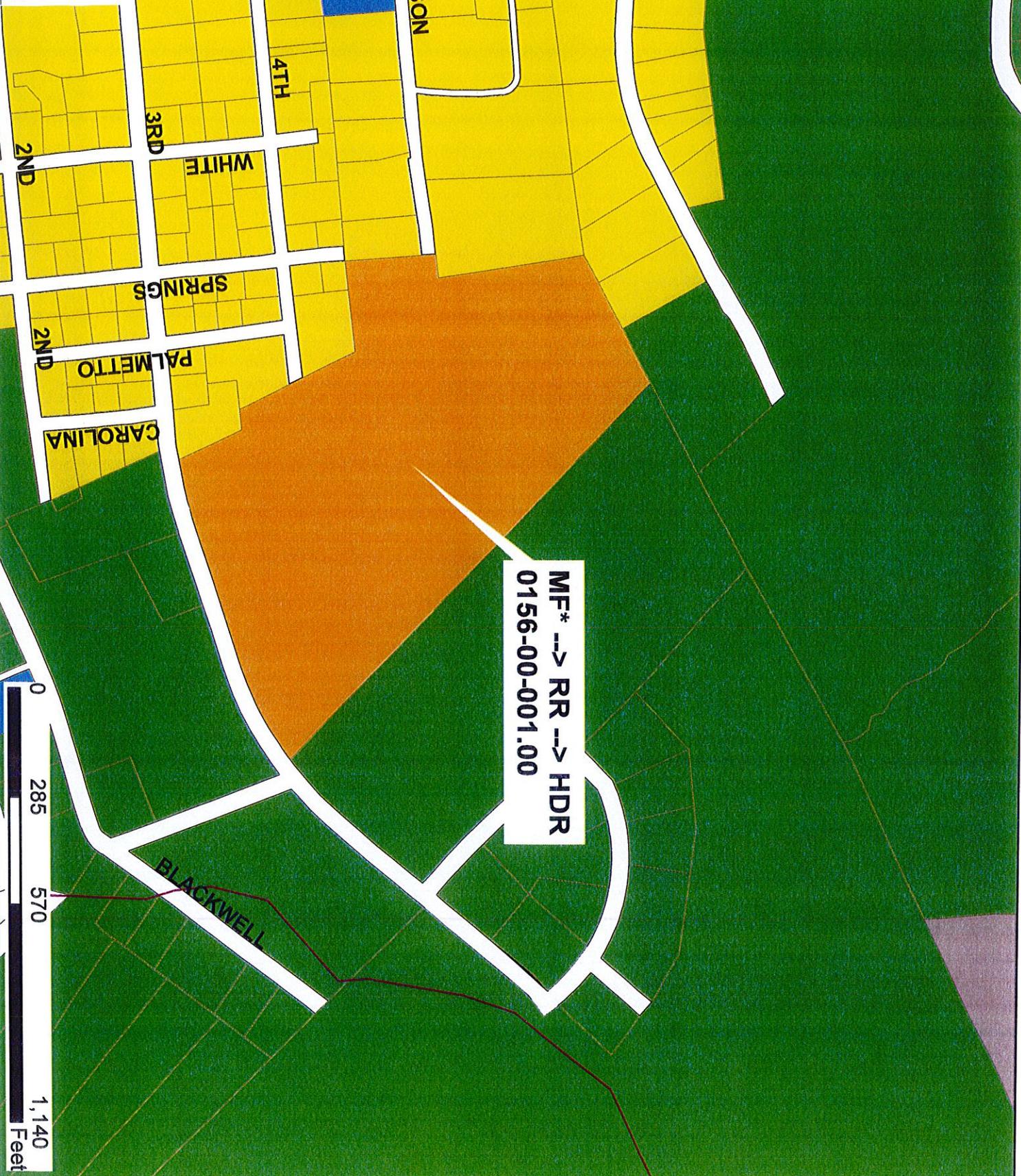


I-2\* --> LI --> HI  
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 0081-00-031.00, 0081-00-032.00,  
 0081-00-032.01, 0081-00-034.01



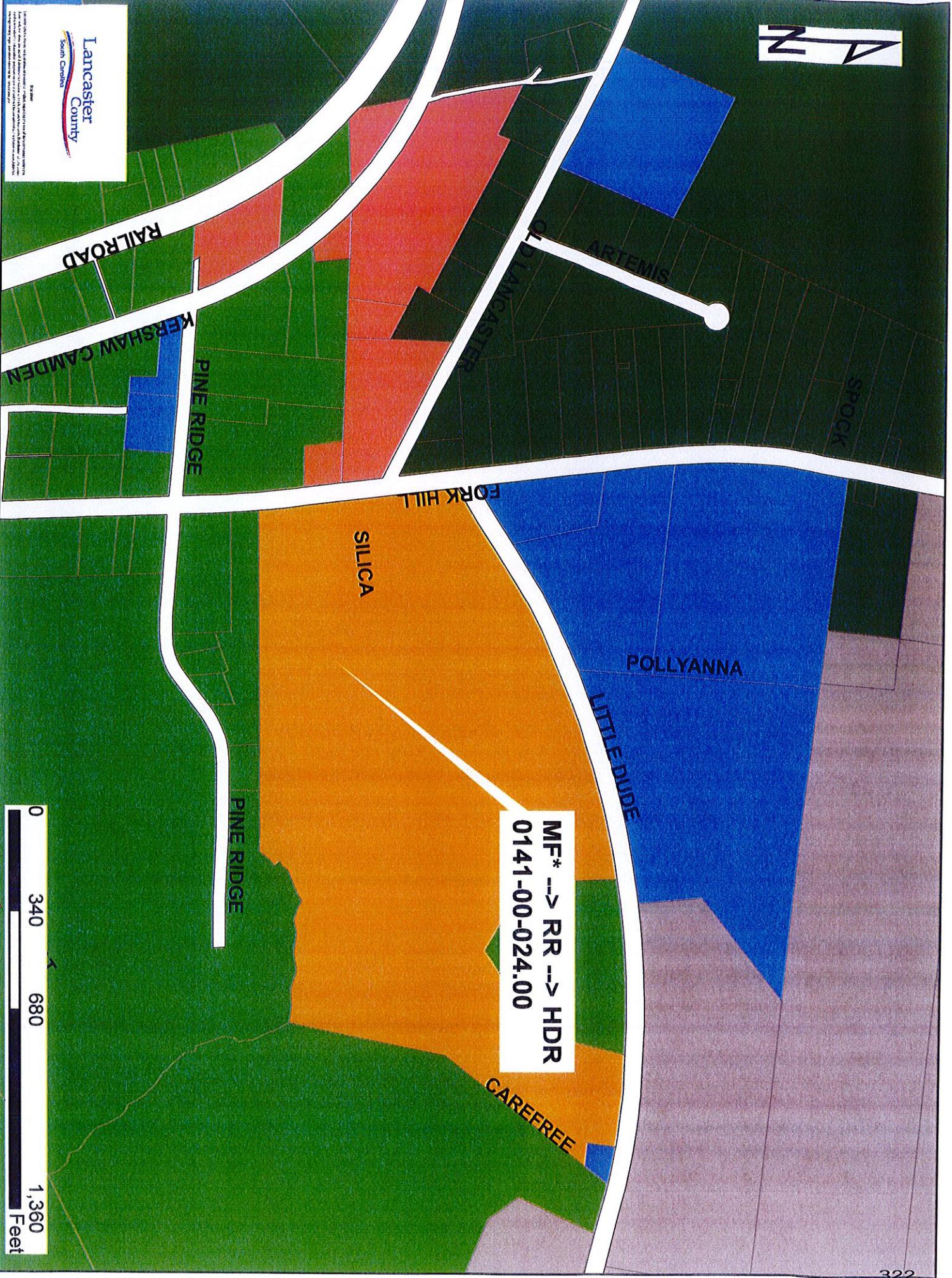
Lancaster  
County  
South Carolina

DATE: 08/11/2011  
TIME: 10:10:00 AM  
PROJECT: 0156-00-001.00  
DRAWN BY: [unreadable]  
CHECKED BY: [unreadable]  
APPROVED BY: [unreadable]



MF\* --> RR --> HDR  
0156-00-001.00





MF\* --> RR --> HDR  
0141-00-024.00

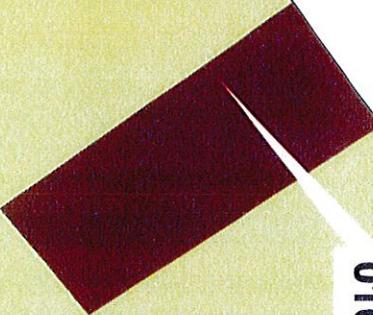




DEMOUNT

JACAL

GREAT FALLS

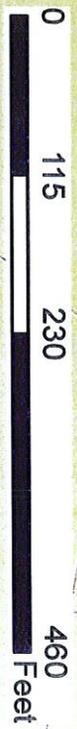


B-2 --> RN --> RUB  
0107-00-046.00

HARDEE



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LYNWOOD



LESSON

DOME

R-15S\* --> MDR --> RR  
0102-00-106.00





6TH

B-3\* --> MDR --> GB  
0082D-0P-014.00

7TH

OLD LANDSFORD

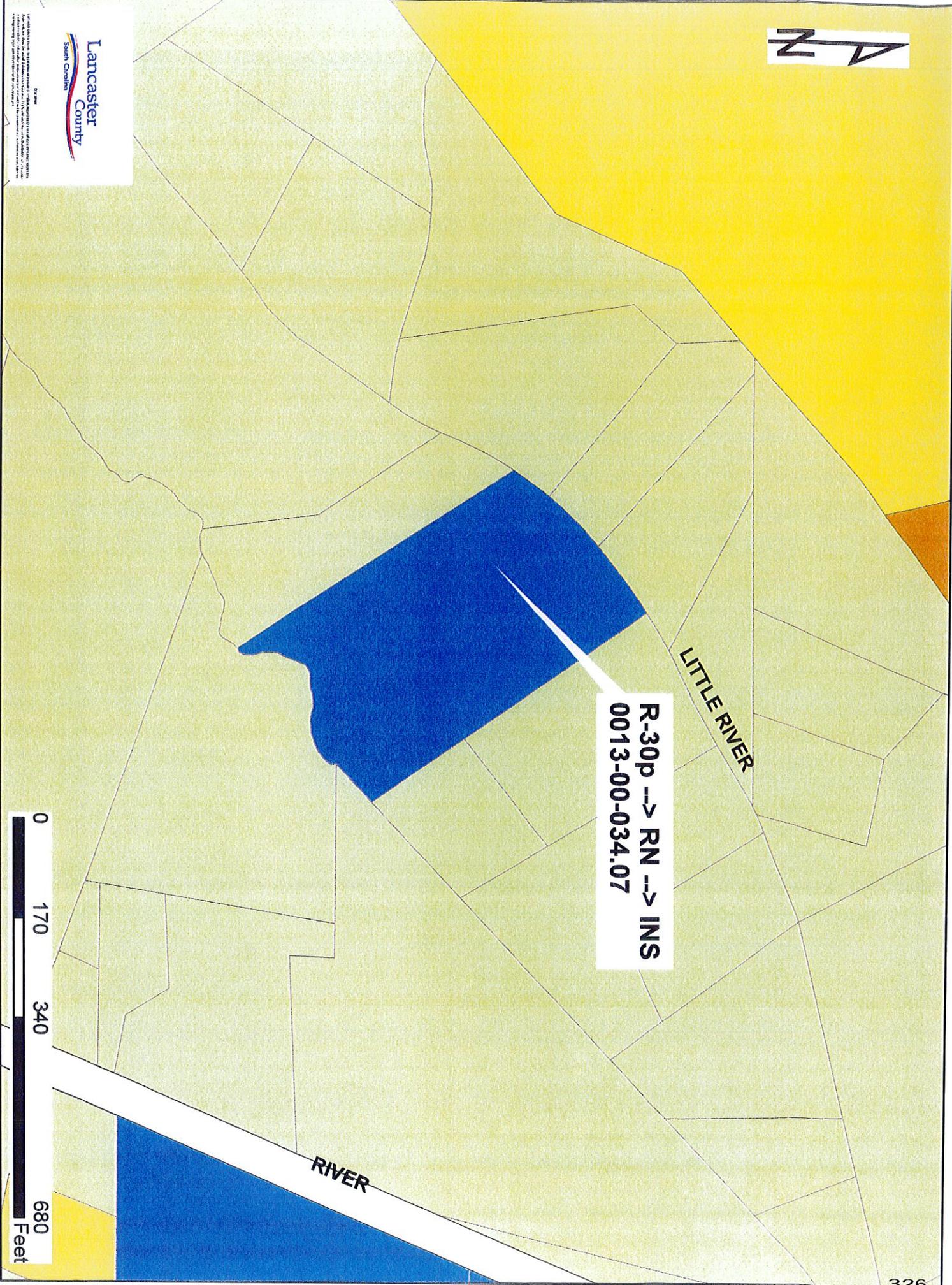
YORK

HUNTER





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R-30p --> RN --> INS  
0013-00-034.07

LITTLE RIVER

RIVER





JASPER RIDGE

SANDAL BROOK

SHELDON BROOK

STONEY CREEK

TYGER BROOK

NORTHFIELD

B-3 --> NB --> INS  
0010-00-049.00

TADLOCK

CHARLOTTE

CHARLOTTE

median

median

median

CITY OF LIGHT

PRAYER CENTER

WORLD REACH



Lancaster County South Carolina  
Official Website: www.lancastercountysc.gov  
Phone: 803.781.1234  
Fax: 803.781.1235  
Address: 100 North Main Street, Lancaster, SC 29301



BALLES RIDGE



Lancaster  
County  
South Carolina

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BURCHWOOD

TERRIER

POSSUM HOLLOW

B3 --> RB --> MX  
0008-00-026.03

HSBC

EDGEWATER CORPORATE

LENGERS

CHARLOTTE

CHARLOTTE

328



## Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Barry Faile
Department:	Sheriff
Date Requested to be on Agenda:	October Public Safety Committee meeting October 24, 2016 Council meeting

**Issue for Consideration:**

Victim's Advocate grant for Sheriff's Office.

**Points to Consider:**

This is a grant with no local cash match. The grant match is in-kind staff services.

A copy of the grant award letter is attached as information.

**Funding and Liability Factors:**

The grant amount is \$84,170.

Victim Advocate services are mandated by state law.

**Council Options:**

As this is a 100% grant no action is needed by Council. This information is brought to Council to make sure Council is informed of all grant activity.

**Staff Recommendation:**

None – information only.

**Committee Recommendation:**

This is for information only.



**South Carolina Department of Public Safety**  
Office of Highway Safety and Justice Programs

---

September 1, 2016

Mr. Steve Willis  
Administrator  
Lancaster County  
Post Office Box 1809  
Lancaster, South Carolina 29721-1809

RE: Victims of Crime Act Program Grant No. 1V15211  
Victims Advocate

Dear Mr. Willis:

I am pleased to announce that your agency will be receiving a grant award approved by the South Carolina Public Safety Coordinating Council in the amount of \$84,170 for the above-referenced grant project. This office is currently in the process of finalizing Special Conditions for each subgrantee which you can expect to receive, along with your official Grant Award Document, in the near future.

If you have any questions or concerns regarding your grant award, please call Mrs. BJ Nelson at 803-896-8712 or Joe Corey at 803-896-9958.

Sincerely,

Ed Harmon  
Assistant Director/Justice Programs Administrator

## Agenda Item Summary

Ordinance # / Resolution#: Information Item – 100% Grant  
Contact Person / Sponsor: Darren Player  
Department: Emergency Management/ Fire Rescue Director  
Date Requested to be on Agenda: October 24, 2016

**Issue for Consideration:**

Supplemental Emergency Management Grant Award.

**Points to Consider:**

These are supplemental state funds. The items purchased will be compliant with the new 800 MHz Palmetto 800 radio system.

This is a 100% grant with no local cash match. The match is all in-kind service by our Emergency Management staff.

**Funding and Liability Factors:**

No local funding is involved. This is a 100% grant.

**Council Options:**

No action is needed by Council as this is a 100% grant. We are bringing this to Council's attention so that you will be informed of the grant.

**Staff Recommendation:**

N/A

**Committee Recommendation:**

N/A

SOUTH CAROLINA  
EMERGENCY MANAGEMENT DIVISION  
2779 Fish Hatchery Road  
West Columbia, SC 29172-2024

---

**FY2015 SUPPLEMENTAL GRANT AWARD**

**SUBRECIPIENT:** Lancaster County Emergency Management

**DATE:** September 27, 2016

**PROGRAM NAME:** 2015 LEMPG (Supplemental)

**CFDA No.:** 97.042

**GRANT PERIOD:** 10/01/2016 – 02/28/2017

**GRANT NO:** 15EMPG01

**TOTAL SUPPLEMENTAL AWARD: \$15,980**

---

The South Carolina Emergency Management Division, Office of the Adjutant General, under the Department of Homeland Security and South Carolina Law Enforcement Division Grant No. 15EMPG01, hereby awards Lancaster County a federal award in the amount shown above for submitted scope of work: *Remote radio console, and 800Mhz radio unit* This grant award is subject to the terms and conditions set forth in the initial application.

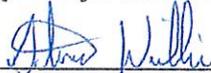
The grant shall become effective upon return of an original signed copy of this document by the *Subrecipient* designated official(s) to the South Carolina Emergency Management Division. This award must be accepted within sixty business (60) days from the above date. It is agreed that a financial reimbursement form and supporting documentation, as required by the South Carolina Emergency Management Division, must be submitted in accordance with the Terms and Conditions of the award.

The *Subrecipient*, hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements set forth in the Code of Federal Regulations (CFR) 44, 2 CFR 200, and the signed Standard Assurances, which are on file, as they relate to the application acceptance and use of federal funds.



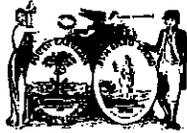
\_\_\_\_\_  
Kim Stenson, Director  
South Carolina Emergency Management Division  
Office of the Adjutant General

*Acceptance for the Subrecipient:*

  
\_\_\_\_\_  
County Administrator/Manager

Date: 9-29-16

The State of South Carolina  
Military Department



OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.  
MAJOR GENERAL  
THE ADJUTANT GENERAL

September 27, 2016

Darren Player, Director  
Lancaster County Emergency Management  
P.O. Box 1809  
Lancaster, SC 29721

REF: 2015 LEMPG Supplemental Project Award

Dear Mr. Player:

Enclosed are two copies of the grant award allocating Lancaster County \$15,980 under the FY2015 Supplemental Local Emergency Management Performance Grant (LEMPG). *Please see award document for project details.* This supplemental project allocation must be matched with non-federal funds and purchases must be on the Authorized Equipment List (AEL) and eligible under the Emergency Management Performance Grant (EMPG) as found on the FEMA website <https://www.fema.gov/authorized-equipment-list>. Some counties have available match from previous reimbursements that may be utilized. Please return **one copy** of the award document signed by your authorized county official (administrator/county manager) no later than **October 21, 2016**. Retain the second copy of the award document for your files.

Lancaster County will be reimbursed for allowable grant expenditures upon receipt of a request for reimbursement with supporting documentation for expenditures. The grant must be completed no later than **February 28, 2017**. There will be no extensions to this grant.

Should you have any questions or need assistance, please contact Deborah Dawson, Accounting/Fiscal Analyst at (803) 737-8598 or your Regional Emergency Manager.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stenson".

Kim Stenson  
Director

KS: dd

**Emergency Management Division**  
2779 Fish Hatchery Road  
West Columbia, South Carolina 29172  
(803) 737-8500 • (803) 737-8570

## Agenda Item Summary

**Ordinance # / Resolution#:**

**Contact Person / Sponsor:** Debbie Hardin

**Department:** Council

**Date Requested to be on Agenda:** October 24, 2015

**Committee:** n/a

**Issue for Consideration:**

Appointment to the Health and Wellness Board.

**Points to Consider:**

There is an opening on the Health and Wellness Board to fill an at large position – unexpired term. The health and Wellness board has nominated Ms. Lisa Hallman. For an unexpired term ending June 30, 2019.

**Funding and Liability Factors:**

n/a

**Council Options:**

Approve the nomination to the board. Appoint another candidate.

**Recommendation:**

Approve the nomination.

## Agenda Item Summary

Ordinance # / Resolution#:	Discussion Item
Contact Person / Sponsor:	Steve Willis
Department:	Administration
Date Requested to be on Agenda:	October 24, 2016

**Issue for Consideration:**

Clerk to Council job description.

**Points to Consider:**

We are thrilled for Debbie in her recent promotion but heartbroken to lose her.

The duties and responsibilities of Clerk to Council have grown to the point that we need to consider having a full-time Clerk to Council and splitting off the administrative duties.

We are working with Human Resources on revised job descriptions which will be forwarded to Council electronically (they will not be ready at the time the package is printed) and with hard copies available Monday evening.

This is a common structure in larger counties. This is also recommended by Debbie and we all know that we can trust her advice and counsel.

In this structure the Clerk to Council is hired by, and works directly for, the County Council. The Administrator would work with them and handle any administrative needs but they would be an employee of Council, the same as the Administrator.

**Funding and Liability Factors:**

We are working through this but with the upcoming changes in the Fair Labor Standards Act we would have moved the position from hourly to salaried and adjusted the wages accordingly, to take into account the many hours of overtime needed. This remains a work in progress but I anticipate the salary range being approximately \$48,000 to \$52,000. Human Resources Director Lisa Robinson will work with our Classification and Compensation consultant on this.

**Council Options:**

Discuss this option to determine how Council desires to proceed.

**Staff Recommendation:**

Transition to the model discussed where the Clerk to Council is employed by County Council.

**Committee Recommendation:**

The Administration Committee was briefed but no meeting with any action was held. I would defer to the members for any comments.



October 5, 2016

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. Steve Willis  
County Administrator, Lancaster  
101 N. Main St., 2nd Floor  
Lancaster SC 29721

Dear Mr. Willis:

Charter's (formerly Time Warner Cable) agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future: WRAL, Azteca America, YouToo, RFD HD, Pivot, TV One (SD & HD), ShopHQ/EVINE Live (SD & HD), POP/TVGN (SD & HD), Music Choice On Demand and Music Choice (channels 1900-1950), Outdoor Channel (SD & HD), Al Jazeera (SD & HD), Aspire, FM (SD & HD), Fuse (SD & HD), Weather Channel (SD & HD), Go!TV (SD & HD), GMA Pinoy TV, GMA Life TV.

In addition, from time to time we make certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or after October 21st, the POP scrolling guide will no longer be available with Starter TV. This affects the following areas: Starter TV in Dillon/Lake View/Marion/Mullins, Hartsville (channel 3), Rowland (channel 4), Bishopville, Columbia, Ft. Jackson, Manning, Orangeburg, Summerville, Sumter (channel 10), Hilton Head, Sun City (channel 12), Laurinburg (channel 17), Standard TV in Florence/Lake City (channel 19), Cheraw (channel 68), Brown's Ferry/Sampit, Conway, Georgetown/Debordieu, Kingstree/Lane, Murrells Inlet/Pawleys Island, Myrtle Beach and Surfside Beach (channel 97).

On or about October 31<sup>st</sup>, Pivot channel 115 will no longer be available in Cheraw, Laurinburg and Hartsville as the service is ceasing operations.

WGN America may be repositioned from Starter TV to Standard TV.

The new services listed below cannot be accessed on CableCARD-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment: None at this time.

For more information about your local channel line-up, visit [www.twc.com/programmingnotices](http://www.twc.com/programmingnotices).

If you have any questions or concerns, please do not hesitate to call me at 803-251-5320.

Sincerely,

Ben Breazeale  
Sr. Director, Regional Government Affairs

# MEETINGS & FUNCTIONS – 2016

DAY/DATE	TIME	FUNCTION/LOCATION
Monday, October 24 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, November 1 <sup>st</sup>	2:00 p.m.	Strategic Planning Session Council Chambers
Friday, November 4 <sup>th</sup>	7:00 p.m.	Del McCoury – Performing Arts Series Bundy Auditorium, University of SC
Monday, November 14 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building
Tuesday, November 15 <sup>th</sup>	8:00 a.m.	Public Safety Committee Council Conference Room
Tuesday, November 15 <sup>th</sup>	3:00 p.m.	Infrastructure and Regulation Committee (I&R) Council Conference Room
Thursday, November 17 <sup>th</sup>	4:30 p.m.	Administration Committee Council Conference Room
Monday, November 28 <sup>th</sup>	6:30 p.m.	Council Meeting Council Chambers, Administration Building

## LANCASTER COUNTY STANDING MEETINGS

The Tuesday following 1 <sup>st</sup> Council meeting (most of the time it is the 2 <sup>nd</sup> Tuesday)	8:00 a.m.	Public Safety Committee
The Tuesday following the 1 <sup>st</sup> Council meeting (most of the time it is the 2 <sup>nd</sup> Tuesday)	3:00 p.m.	Infrastructure and Regulation Committee
The Thursday following the 1 <sup>st</sup> Council meeting (most of the time it is the 2 <sup>nd</sup> Thursday)	4:30 p.m.	Administration Committee
1 <sup>st</sup> Thursday of each month	7:00 p.m.	Fire Commission, Covenant Street EOC Building
2 <sup>nd</sup> and 4 <sup>th</sup> Tuesday of each month	9:00 a.m.	Development Review Committee, Council Chambers
2 <sup>nd</sup> Tuesday of each month	6:30 p.m.	Zoning Appeals Board, County Council Chambers
2 <sup>nd</sup> Tuesday of each month	6:30 p.m.	Recreation Commission, 260 S. Plantation
Last Tuesday of each month (Every other month – Beginning with Feb.)	6:00 p.m.	Library Board, Carolinian Room, Library
2 <sup>nd</sup> Wed (Jan/March/May/July/Sept/Nov)	11:45 a.m.	Health & Wellness Comm., various locations
2 <sup>nd</sup> Tuesday	6:00 p.m.	Historical Commission, Library Conference Room
3 <sup>rd</sup> Thursday of each month	6:30 p.m.	Community Relations Commission, County Council Chambers
1 <sup>st</sup> Thursday of each month	5:00 p.m.	Planning Commission work session, County Council Chambers
3 <sup>rd</sup> Tuesday of each month	6:30 p.m.	Planning Commission, County Council Chambers