
STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2018-1551

AN ORDINANCE

TO APPROVE A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE BRETAGNE DEVELOPMENT RELATING SOLELY TO PHASE 7; AND TO AUTHORIZE CERTAIN COUNTY OFFICIALS TO EXECUTE AND DELIVER THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE BRETAGNE DEVELOPMENT.

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

Section 1. Findings and Determinations; Purpose.

A. The Council finds and determines that:

(1) 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;

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

(3) the Development Agreement has been amended with respect to Phases 1, 2 and 3 of the Bretagne development as set forth in the First Amendment to the Development Agreement for Bretagne – Phases 1, 2, and 3, dated October 24, 2016, and recorded in the records of the Register of Deeds for Lancaster County on November 7, 2016 in Deed Book 1009 at Pages 201-211 (the "First Amendment"), and, also as set forth in the Amended Development Agreement for Bretagne Phases 1, 2 and 3 dated November 3, 2016, and recorded in the records of the Register of Deeds for Lancaster County on November 7, 2016 in Deed Book 1009 at Pages 212-245 (the "Amended Development Agreement");

(4) STKR Bretagne, LLC (the "Successor Developer"), is the successor developer for Phase 7 of the Bretagne development and Successor Developer seeks Council's approval of amendments to the Development Agreement as it relates only to Phase 7 so as to allow completion of Phase 7 (the "Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7)" or "Second Amendment"); and

(5) Neither Successor Developer nor County intend for the Second Amendment to modify or otherwise terminate the Development Agreement, the First Amendment, and the Amended Development Agreement as those documents relate to Phases 1, 2 and 3 of the Bretagne development and Successor Developer and County intend for Phases 1, 2 and 3 to continue to be subject to the Development Agreement, the First Amendment and the Amended Development Agreement.

B. It is the purpose of this ordinance to approve the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7).

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

A. The Council Chair and Council Secretary are each authorized, empowered and directed to execute, acknowledge and deliver the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) in the name and on behalf of the County of Lancaster. The form of the Second Amendment is attached hereto as Exhibit A and all terms, provisions and conditions of the Second Amendment are incorporated herein by reference as if the Second Amendment were set out in this ordinance in its entirety. By adoption of this ordinance, the Council approves the Second Amendment and all of its terms, provisions and conditions. The Second 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 Second 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 Second Amendment, including but not limited to, the execution, delivery and publication of an amended development agreement for Phase 7 of the Bretagne development. 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 Second Amendment.

Section 3. Severability.

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

Section 4. Controlling Provisions.

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

Section 5. Effective Date.

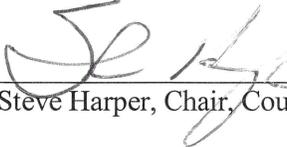
This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this 10th day of December, 2018.

LANCASTER COUNTY, SOUTH CAROLINA

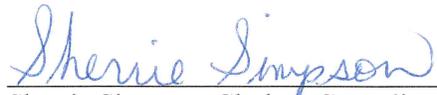


Steve Harper, Chair, County Council



Larry Honeycutt, Secretary, County Council

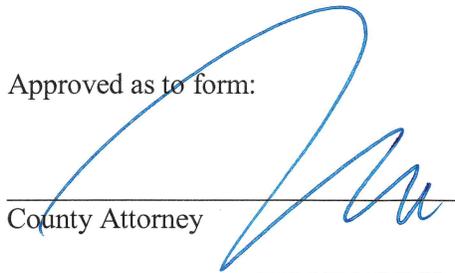
Attest:



Sherrie Simpson, Clerk to Council

Planning Commission Public Hearing: October 16, 2018
First Reading: November 12, 2018
Second Reading: November 26, 2018
Council Public Hearing: November 26, 2018
Third Reading: December 10, 2018

Approved as to form:



County Attorney

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Exhibit A to Ordinance No. 2018-1551

Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7)

By and Among

**STKR Bretagne, LLC; Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth;
Pulte Home Company, LLC; Robert E. Pearce and Susan J. Pearce; and the County of Lancaster**

See attached.

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RECORD AND RETURN TO:

John K. DuBose, III
Lancaster County Attorney
101 N. Main St.
Lancaster, SC 29720

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<p>STATE OF SOUTH CAROLINA)) COUNTY OF LANCASTER)</p>	<p>SECOND AMENDMENT BRETAGNE DEVELOPMENT AGREEMENT (APPLICABLE ONLY TO PHASE 7)</p>
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This **SECOND AMENDMENT BRETAGNE DEVELOPMENT AGREEMENT (APPLICABLE ONLY TO PHASE 7)** (“Second Amendment”) is made and entered into as of the 10th day of December 2018 (“Effective Date”), by and between **STKR BRETAGNE, LLC**, a South Carolina limited liability company (“Developer”), **MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH** (“Carrouth”), **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (“Pulte”), **ROBERT E. PEARCE AND SUSAN J. PEARCE** (“Pearce”) 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, the Development Agreement has been amended with respect to Phases 1, 2 and 3 only as set forth in the First Amendment to the Development Agreement for Bretagne – Phases 1, 2, and 3, dated October 24, 2016, and recorded in the records of the Register of Deeds for Lancaster County, South Carolina, on November 7, 2016 in Deed Book 1009 at Pages 201-211 (the “First Amendment”), and, also as set forth in the Amended Development Agreement for Bretagne Phases 1, 2 and 3 dated November 3, 2016, and recorded in the records of the Register of Deeds for Lancaster County, South Carolina, on November 7, 2016 in Deed Book 1009 at Pages 212-245 (the “Amended Development Agreement”);

WHEREAS, Phases 4, 5 and 6 were removed from the Development Agreement by 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, for purposes of Phase 7, Developer is the successor to Bretagne Development Group, LLC, who was the original developer of the Property but who is no longer the developer or owner of any phase of the Property;

WHEREAS, Developer seeks to amend the Development Agreement as it relates only to Phase 7 as to allow completion of Phase 7 with an aggregate of one hundred and eight (108) lots and Fifty-Eight and 97/100 (58.97) acres, more or less, located in the County and generally known as Phase 7 of the Bretagne development;

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

WHEREAS, Section 5.02(A) 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 Second Amendment, Developer and County will execute an Amended Development Agreement for Bretagne Phase 7, and the Amended Development Agreement for Bretagne Phase 7 will set forth in one document the Development Agreement as amended by this Second Amendment and it will be applicable only to Phase 7 of the Bretagne development.

NOW THEREFORE, Developer, Carrouth, Pulte, Pearce and County hereby agree to amend the Development Agreement as it relates to Phase 7 of the Bretagne development and as set forth herein:

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

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

/This AMENDED DEVELOPMENT AGREEMENT FOR BRETAGNE PHASE 7 (the "Agreement"), is made and entered into as of the 10th day of December, 2018, by and among STKR BRETAGNE, LLC, a South Carolina limited liability company ("Developer"), MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH ("Carrouth"); PULTE HOME COMPANY, LLC, a Michigan limited liability company

(“Pulte”), ROBERT E. PEARCE AND SUSAN J. PEARCE (“Pearce”) 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 fifty-eight and 97/100 (58.97) acres, more or less, located in the County and known as Phase 7 of the Bretagne development (this property is also referred to as Traditions at Bretagne) 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 “Second Amendment”, “Ordinance No. 2018-1551”, “Pulte” and “Pearce” are added:

(2) ‘Agreement’ means this Development Agreement among County, Developer, Carrouth, Pulte, and Pearce as it relates to the development of Phase 7 and as amended by the Second Amendment.

(3) “Carrouth” means the owner of the Carrouth Tract, as identified in Exhibit A, more specifically being Michael D. Carrouth, as Trustee under the Will of Arnold Carrouth.

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

(10A) ‘Ordinance No. 2018-1551’ means Ordinance No. 2018-1551 of the County approving the Second Amendment.

(11) ‘Owners’ means Carrouth, Pulte and Pearce.

(12) ‘Parties’ means County, Developer, and Owners.

(14) Reserved.

(14A) ‘Second Amendment’ means the Second Amendment Bretagne Development Agreement (Applicable Only to Phase 7) approved by passage of Ordinance No. 2018-1551.

(15A) ‘Pearce’ means the owner of the Pearce Tract, as identified in Exhibit A, more specifically being Robert E. Pearce and Susan J. Pearce.

(17) “Pulte” means the owner of the Pulte Tract, as identified in Exhibit A, more specifically being Pulte Home Company, LLC./

SECTION 5. Section 1.04 of the Development Agreement, 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 Phase 7 of the Bretagne development./

SECTION 6. Section 1.06(A) of the Development Agreement, relating to Permitted Uses (Development 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 and eight (108) single-family residential lots. Density is limited to one hundred and eight (108) 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 7. Section 1.06(B) of the Development Agreement, relating to Permitted Uses (Model Homes), is amended to read:

/Prior to the installation of water and sewer for Phase 7 of the Bretagne development, at the request of the Developer, the County agrees to issue up to four (4) building permits for model single family residences for sale (“Model Homes”). 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, 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./

SECTION 8. Section 1.09(D) of the Development Agreement, relating to Burdens and Benefits, is amended to read:

/(D)(1) The Parties acknowledge that: (i) Carrouth is executing this Agreement solely as the owner of the Carrouth Tract, as identified in Exhibit A; (ii) Pulte is executing this Agreement solely as the owner of the Pulte Tract, as identified in Exhibit A; and (iii) Pearce is executing this Agreement solely as the owner of the Pearce Tract, as identified on Exhibit A.

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

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

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

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

SECTION 9. Section 1.10 of the Development Agreement, relating to Term, is amended to read:

/The term of this Agreement commences on the Effective Date of the Second Amendment to this Agreement and terminates on June 3, 2026./

SECTION 10. Section 2.02 of the Development Agreement, relating to Representations and Warranties of Developer, is amended to read:

/Representations and Warranties of Developer and Owners. (A) Developer and Owners represent that the number of acres of highland contained in the Property is forty-seven and 18/100 (47.18) acres.

(B) Developer represents that as of the date of this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable owner of the Pearce Tract as of the Effective Date of the Second Amendment to this agreement except to the extent that Developer has a contract to purchase the Pearce Tract./

SECTION 11. Section 3.01(B) of the Development Agreement, relating to Vested Right to Develop, is amended to read:

/County agrees that the specific Laws and Land Development Regulations in force as June 4, 2007, 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./

SECTION 12. Section 3.03(A) of the Development Agreement, relating to Applicability of Subsequently Adopted Laws and Land Development Regulations, is amended to read:

/County may apply laws adopted after June 4, 2007, 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 on June 4, 2007, 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./

SECTION 13. Section 4.02 of the Development Agreement, relating to Payment to Lancaster County, is amended to read:

/Developer agrees to pay to the County THREE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$378,000.00) (computed by multiplying 108 units times \$3500) (the “County Payment”). This amount may not be decreased if the Developer’s plans result in less than 108 units for the Property. This amount shall be paid in two installments, each in the amount of ONE HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$189,000.00). The first installment payment shall be paid on a date which is not later than forty-five days following the third reading approval of the Second Amendment to the Development Agreement. The second installment payment shall be paid on the date which is the earlier to occur of (1) the sale of any parcel within the Property comprising Phase 7 by the Developer to a third party or the transfer of development rights by the Developer to a third party, or (2) June 30, 2019. Monies received by the County for the County Payment must be accounted for separate and distinct from other monies of the County. The determination of the specific use by the County for the County Payment is at the sole discretion of the County Council./

SECTION 14. Section 4.03 of the Development Agreement, relating to Payment of Costs, is amended to read:

/Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than February 28, 2019, for the County’s reasonable unreimbursed actual costs related to this Agreement, including the costs related to the Second Amendment and the Amended Development Agreement for Bretagne Phase 7. The foregoing cost reimbursement is capped at thirteen thousand dollars and no/100 dollars (\$13,000.00) 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 15. Section 4.05(A)(4) of the Development Agreement, relating to Roads (Landscape Easement), is amended to read:

/Reserved./

SECTION 16. Section 4.05(A)(5) of the Development Agreement, relating to Roads (Sunset Hollow Road), is amended to read:

/A County maintained road, Sunset Hollow Road, is located on the Property and provides access to the Pearce Tract, as identified in Exhibit A. Developer agrees to seek the closure and abandonment of Sunset Hollow Road. County and Pearce agree 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 Pearce with an access route to the Pearce Tract that is acceptable to 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 Tract./

SECTION 17. Section 4.05(D) of the Development Agreement, relating to Storm Water Management, is amended to read:

/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 homeowner's association established for the Bretagne Phase 7 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./

SECTION 18. Section 4.06 of the Development Agreement, relating to Library Books, is amended to read:

/Reserved./

SECTION 19. The Development Agreement is amended by adding immediately following Section 4.06:

/Section 4.07. 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 the Property (the "Easement"). The form of the Easement Agreement is attached to this Agreement as Exhibit G, attached hereto and incorporated herein by reference as if the exhibit were set out in this

Agreement in its entirety. The Easement Agreement includes a description and plat of the Easement.

(B) Developer agrees that the Easement Agreement and Easement plat shall be recorded prior to the approval of the subdivision plat.

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

SECTION 20. Section 5.01 of the Development Agreement, relating to Notices, is amended to read:

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

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

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

And to Developer: STKR Bretagne, LLC
Attn: Jeffrey Kronengold
201 S.E. 12th Street, Suite 100
Fort Lauderdale, FL 33316

And to Carrouth: Michael D. Carrouth
Fisher & Phillips
1320 Main Street, Suite 750
Columbia, SC 29201

With Copy to (which shall not constitute notice):

Michael W. Tighe, Esquire
Callison Tighe & Robinson, LLC
1812 Lincoln Street, Suite 200
Columbia, SC 29201

And to Pulte: Pulte Home Corporation
Attn: Steve Francis, Division President
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226

With Copy to (which shall not constitute notice):

Pulte Home Corporation
Attn: Mark McIntyre
1225 Crescent Green Drive, Suite 110
Cary, NC 27518

And to Pearce: Robert E. Pearce and Susan J. Pearce
1107 Sunset Hollow Rd
Indian Land, SC 29707/

SECTION 21. Section 5.02(B) of the Development Agreement, relating to Amendments (Major Modifications), 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 22. 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 23. Exhibit A to the Development Agreement, relating to Property, is amended to read:

/Exhibit A
Property

Carrouth Tract

All that certain piece, parcel or lot of land, situate, lying and being in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as Parcel Z2, containing 38.448 acres, as shown on a plat entitled, “ALTA/ACCSM Land Title Survey of Bretagne Property for Bretagne Development Group, LLC”, dated April 13, 2007 and recorded on May 19, 2007 in Plat Book 2007, page 526 in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a 38.448 acre portion of the property conveyed to Arnold E. Carrouth, Trustee of the Arnold E. Carrouth Revocable Trust dated May 28, 2013 by Arnold E. Carrouth by deed dated May 28, 2013 and recorded on June 3, 2013 in Book 733, page 340 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.00

Pulte Tract

All those certain pieces, parcels or tracts of land located in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as “PORTION ‘A’ OF REMAINDER TRACT 1”, PORTION ‘B’ OF REMAINDER TRACT 1”, REMAINDER TRACT 2, SUBTRACT 2”, AND “TRACT 4” on that certain survey entitled, “ALTA/ACSM Land Title Survey for Wells Fargo Bretagne Subdivision, Indian Land Township, Lancaster County, South Carolina” dated March 14, 2011, last revised May 3, 2011, prepared by Insite Engineering and Surveying, PLLC, and recorded on May 5, 2011 in Plat Book 2011 at pages 247 and 248 which in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a portion of the same property conveyed to Pulte Home Corporation by deed of Redus South Carolina, LLC, dated November 26, 2013 and recorded on December 3, 2013 in Book 769, page 180, in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-001.01

Pearce Tract

All that certain piece, parcel or lot of land, lying and being situate in Indian Land Township, County of Lancaster, State of South Carolina on Sunset Hollow road and being designated as

1.00 acres, more or less, and according to a survey thereof recorded as Plat #11427 in the Office of the Clerk of Court for Lancaster County, South Carolina. Said Plat is hereby incorporated for a more complete description.

DERIVATION: This being the same property conveyed to Robert E. Pearce and Susan J. Pearce by deed from Clover Community Bank dated April 16, 2012 and recorded May 4, 2012 in Deed Book 665 at Page 334 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.02/

SECTION 24. Paragraph 1 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/All trees, shrubs and other vegetation may be cleared from each lot within Bretagne Phase 7; provided, however, trees and other non-invasive natural vegetation within the designated buffer areas of Bretagne Phase 7 shall be preserved./

SECTION 25. Paragraph 6 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/Reserved./

SECTION 26. Paragraph 7 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following exception to Section 13.7.9.1 of the UDO (Residential Block Length) is approved: Bretagne Phase 7 shall have a minimum block length of four hundred feet (400') as measured from road centerline to road centerline./

SECTION 27. Paragraph 10 of the Conditions and Exceptions portion of Exhibit B to the Development Agreement, relating to Development Conditions and Development Acreage and Information, is amended to read:

/The following front and side setbacks for corner lots in Bretagne Phase 7 is approved: the front yard setback is not less than twenty-five feet (25'), the side yard setback on the corner is not less than fifteen feet (15'), and the side yard setback on the interior is not less than ten (10'), provided that they may be reduced to eight (8) feet in the event that stone, stucco, brick, hardiplank, or other similar non-flammable material is used on the entire facade./

SECTION 28. 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 immediately following Paragraph 11:

- /12. The roads or conditions set forth herein shall be solely applicable to the real property comprising Bretagne Phase 7, which includes the Carrouth Tract, Pulte Tract and Pearce Tract as more particularly described on Exhibit A. Road names are set forth on Exhibit E.
13. Stream buffers may be temporarily impacted for grading and utility activities so long as the impacted buffer areas are re-vegetated and no impervious surfaces are placed over impacted buffer areas except for road crossings, trails, and utility structures./

SECTION 29. 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 was originally 302.22 for a total overall density for all phases of Bretagne of 400 dwelling units.
- The overall density for the Bretagne development was a total of 400 dwelling units. Phases 1 through 6 have used 274 dwelling units, leaving 126 dwelling units available for Phase 7. The Developer has agreed to reduce the overall available dwelling units from 126 to 108 dwelling units for Phase 7./

SECTION 30. 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>
2018	0
2019	0
2020	15
2021	15
2022	20
2023	20
2024	20
2025	10
2026	8/

SECTION 31. 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 represents that as of the Effective Date of the Second Amendment to this Agreement, it has entered into certain contracts and agreements with Carrouth, Pulte, and Pearce pursuant to which Developer is entitled to purchase the Carrouth Tract, the Pulte Tract and the Pearce Tract, each as identified in Exhibit A. Carrouth represents that it is the legal only legal and equitable owner of the Carrouth Tract as of the Effective Date of the Second Amendment to this Agreement except and to the extent that Developer has an option to purchase the Carrouth Tract. Pulte represents that it is the only legal and equitable owner of the Pulte Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract. Pearce represents that it is the only legal and equitable owner of the Pearce Tract as of the Effective Date of the Second Amendment to this Agreement except to the extent that Developer has a contract to purchase the Pulte Tract./

SECTION 32. Exhibit E to 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. 2018-1551 approving the Second Amendment to this Development Agreement./

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECTION 33. Exhibit F of the Development Agreement, relating to Overall Development Plan, is amended by replacing and updating the original Exhibit F with the following Exhibit F:

EXHIBIT F FOLLOWS ON NEXT PAGE.

Development Information
 Project Name: [Blank]
 Location: [Blank]
 School District: Lancaster County School District
 File District: Indian Land Fee District
 Section 7/4/6: [Blank]



Owners:
 B&B Resources LLC
 1103 W. [Blank]
 Raleigh, NC

Developers:
 STRK Bretagne, LLC
 201 SE 12th Street, Suite 100
 Fort Lauderdale, Florida 33316
 Phone: (954) 326-1111
 Fax: (954) 326-1111
 600-949-0001/01, 600-949-0001/01

Other Applicable Regulations:
 1. Local Government Regulations
 2. State Regulations
 3. Federal Regulations

Project Subject to Wetlands Development Agreement
 PORTIONS OF PARCELS 30-33 & 34-40 FALL WITHIN THE SPECIAL FLOOD HAZARD BOUNDARY OF SUGAR CREEK. DEVELOPMENT APPLICATION FROM LANCASTER COUNTY IN COMPLIANCE WITH THE FLOOD DAMAGE PREVENTION AND MITIGATION ACT (FLOOD DAMAGE PREVENTION AND MITIGATION ACT) IS BEING SUBMITTED FOR REVIEW. THE FLOOD DAMAGE PREVENTION AND MITIGATION ACT IS BEING ENFORCED BY THE STATE OF FLORIDA. THE FLOOD DAMAGE PREVENTION AND MITIGATION ACT IS BEING ENFORCED BY THE STATE OF FLORIDA. THE FLOOD DAMAGE PREVENTION AND MITIGATION ACT IS BEING ENFORCED BY THE STATE OF FLORIDA.

Lot 1: 10,000 sq ft
 Lot 2: 10,000 sq ft
 Lot 3: 10,000 sq ft
 Lot 4: 10,000 sq ft
 Lot 5: 10,000 sq ft
 Lot 6: 10,000 sq ft
 Lot 7: 10,000 sq ft
 Lot 8: 10,000 sq ft
 Lot 9: 10,000 sq ft
 Lot 10: 10,000 sq ft

Lot 11: 10,000 sq ft
 Lot 12: 10,000 sq ft
 Lot 13: 10,000 sq ft
 Lot 14: 10,000 sq ft
 Lot 15: 10,000 sq ft
 Lot 16: 10,000 sq ft
 Lot 17: 10,000 sq ft
 Lot 18: 10,000 sq ft
 Lot 19: 10,000 sq ft
 Lot 20: 10,000 sq ft

Lot 21: 10,000 sq ft
 Lot 22: 10,000 sq ft
 Lot 23: 10,000 sq ft
 Lot 24: 10,000 sq ft
 Lot 25: 10,000 sq ft
 Lot 26: 10,000 sq ft
 Lot 27: 10,000 sq ft
 Lot 28: 10,000 sq ft
 Lot 29: 10,000 sq ft
 Lot 30: 10,000 sq ft

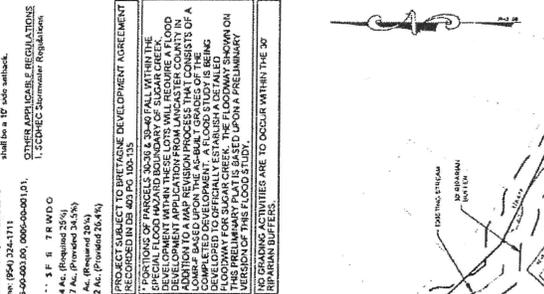
RJH
 R. Joe Harris & Associates, Inc.
 Engineering • Land Surveying • Planning
 Management
 www.rjoharris.com

Professional Engineer
 State of Florida
 License No. 12345

Professional Surveyor
 State of Florida
 License No. 67890

December 2, 2018

| LOT SIZE & AREA |
|-----------------|-----------------|-----------------|-----------------|
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |
| 10,000 sq ft | 10,000 sq ft | 10,000 sq ft | 10,000 sq ft |



ROAD NAME	LENGTH FT	WIDTH FT	AREA SQ FT
ROAD 1	400	40	16,000
ROAD 2	300	40	12,000
ROAD 3	200	40	8,000
ROAD 4	100	40	4,000

LOT	AREA SQ FT	AREA SQ FT	AREA SQ FT
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000

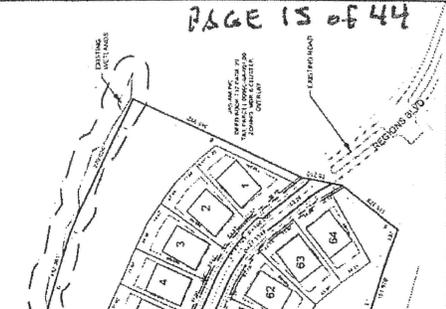
LOT	AREA SQ FT	AREA SQ FT	AREA SQ FT
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
16	10,000	10,000	10,000
17	10,000	10,000	10,000
18	10,000	10,000	10,000
19	10,000	10,000	10,000
20	10,000	10,000	10,000

LOT	AREA SQ FT	AREA SQ FT	AREA SQ FT
21	10,000	10,000	10,000
22	10,000	10,000	10,000
23	10,000	10,000	10,000
24	10,000	10,000	10,000
25	10,000	10,000	10,000
26	10,000	10,000	10,000
27	10,000	10,000	10,000
28	10,000	10,000	10,000
29	10,000	10,000	10,000
30	10,000	10,000	10,000

STKR BRETAGNE, LLC
 201 SE 12th STREET SUITE 100
 FORT LAUDERDALE, FLORIDA 33316
 P: (954) 326-1111

Traditions At Bretagne
 Preliminary Plat

December 2, 2018



ROAD NAME	LENGTH FT	WIDTH FT	AREA SQ FT
ROAD 1	400	40	16,000
ROAD 2	300	40	12,000
ROAD 3	200	40	8,000
ROAD 4	100	40	4,000

LOT	AREA SQ FT	AREA SQ FT	AREA SQ FT
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000

LOT	AREA SQ FT	AREA SQ FT	AREA SQ FT
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
16	10,000	10,000	10,000
17	10,000	10,000	10,000
18	10,000	10,000	10,000
19	10,000	10,000	10,000
20	10,000	10,000	10,000

LOT	AREA SQ FT	AREA SQ FT	AREA SQ FT
21	10,000	10,000	10,000
22	10,000	10,000	10,000
23	10,000	10,000	10,000
24	10,000	10,000	10,000
25	10,000	10,000	10,000
26	10,000	10,000	10,000
27	10,000	10,000	10,000
28	10,000	10,000	10,000
29	10,000	10,000	10,000
30	10,000	10,000	10,000

LOT	AREA SQ FT	AREA SQ FT	AREA SQ FT
31	10,000	10,000	10,000
32	10,000	10,000	10,000
33	10,000	10,000	10,000
34	10,000	10,000	10,000
35	10,000	10,000	10,000
36	10,000	10,000	10,000
37	10,000	10,000	10,000
38	10,000	10,000	10,000
39	10,000	10,000	10,000
40	10,000	10,000	10,000

PAGE 13 OF 44

SP-1

SECTION 34. The Development Agreement is amended by adding immediately following Exhibit F:

/Exhibit G

Carolina Thread Trail Easement Agreement

Carolina Thread Trail Easement Agreement

This EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2018 (the “**Effective Date**”), by STKR BRETAGNE, LLC, a South Carolina limited liability company (“**Developer**”), MICHAEL D. CARROUTH, AS TRUSTEE UNDER THE WILL OF ARNOLD CARROUTH (“**Carrouth**”), PULTE HOME COMPANY, LLC, a Michigan limited liability company (“**Pulte**”) (collectively the “**Grantor**”); and LANCASTER COUNTY, a political subdivision of the State of South Carolina (the “**County**”).

WITNESSETH:

WHEREAS, Grantor includes the developer and owners of certain property located in Lancaster County, South Carolina, which property is more particularly described on Exhibit A attached hereto (the “**Property**”), which Property includes the Trail Easement Area (described herein); and

WHEREAS, the County is developing a plan for a public recreational trail along the various creeks, floodplains, and other areas in Lancaster County, South Carolina including along and through the Property; and

WHEREAS, Grantor desires to grant to the County a perpetual easement on, over and through the Property for the uses set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, Grantor and the County agree as follows:

Trail Easement.

The Grantor hereby grants to the County and its successors, assigns, employees, agents and invitees a perpetual nonexclusive right and easement variable in width as depicted on the Preliminary Plat for Traditions at Bretagne (also known as Bretagne Phase 7) as approved by the County, running on, over and through the portion of the Property identified as “Proposed Public Trail Easement” (the “**Trail Easement Area**”) on the surveys attached hereto as Exhibit B-1 and B-2 and incorporated herein (collectively the “**Easement Survey**”) solely for the purpose of constructing, maintaining and operating a public recreational trail, including but not limited to a

public right-of-way, whether paved or unpaved, for (i) walking, hiking, jogging, bicycling, bird watching, or nature study; (ii) events such as “runs” or competitive races; (iii) programmatic use by schools, clubs or other groups; (iv) wheelchair use by persons who need to use wheelchairs; (v) maintenance vehicles used in the construction, management, maintenance or stewardship of facilities located thereon; (vi) use by the County and the County’s contractors for events; and (vii) emergency vehicles in the case of emergency within the trail (the “**Trail Easement**”). The Trail Easement shall include the right but not the obligation to construct, install, use and maintain lighting, steps, railings, bridges, boardwalks, culverts, benches, fencing, bike racks or resting facilities within the Trail Easement Area. Notwithstanding any other provision to the contrary, the County shall have no obligation to construct a public recreational trail within any particular time, if ever, or to connect such trail with any other trails.

Grantor, for itself and its successors, assigns, employees and agents, and County agree and acknowledge that the easements granted herein are intended as a gift to the County for public recreational purposes. The Grantor, any property owners association governing [Insert name of neighborhood] in Lancaster County, South Carolina (“**POA**”), and any owners of lots within Traditions at Bretagne (“**Lot Owners**”) shall be afforded the liability protection provided in Title 27, Chapter 3 of the South Carolina Code of Laws (the “**Recreational Use Statute**”). Nothing in this Agreement limits the ability of the Grantor, POA, Lot Owners and the County to avail themselves of the protections offered by any applicable law affording immunity to any of them including, without limitation, the Recreational Use Statute. If the Recreational Use Statute is repealed or amended by the South Carolina Legislature in such a manner as to reduce or eliminate the liability protection afforded to the Grantor, POA or Lot Owners thereunder, the Trail Easement and the Trail Facilities (as defined herein) will be automatically closed to the public. At any time during the ensuing three years, the County will have the option to reopen the Trail Easement and Trail Facilities by procuring liability insurance covering the Grantor, POA and Lot Owners against liability for injury to users of the Trail Easement and Trail Facilities provided such insurance is satisfactory to the Grantor and POA. If in such case, the County does not reopen the Trail Easement and Trail Facilities within said three-year period by procuring such insurance satisfactory to the Grantor and POA, then the Grantor and/or POA may terminate this Agreement by providing written notice to the County and thereafter unilaterally recording a notice of termination in the Lancaster County public registry.

The County shall have the sole right to promulgate rules and regulations (the “**Rules**”) for the reasonable use of the Trail Easement. Notwithstanding the foregoing, the Rules at minimum shall include (1) use of the Trail Easement is prohibited between the hours of 9:00 p.m. and 6:00 a.m., (2) no flashlights, camping, cooking or loud or obnoxious behavior is permitted on the Trail Easement, (3) all animal waste must be bagged and deposited in garbage receptacles, and (4) no animals other than dogs and cats on leash are permitted on the Trail Easement. In addition, the County will consider reasonable requests for additional rules made by the POA or their successors and assigns as may be required to address disruptive or nuisance behavior in the use of the Trail Easement by the County and/or its employees, agents, and invitees.

Use of any portion of the Trail Easement, Access Easement (defined below), and improvements made thereto pursuant to the terms of this Agreement (collectively the “Trail Facilities”) by members of the public, including, but not limited to members of POA, is at their own risk. Notwithstanding any provision herein to the contrary, neither the County nor Grantor (or their respective successors, assigns, employees, agents, guests or invitees) by entering into this Agreement assumes any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail Facilities; for any unsafe conditions within the Trail Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Easement, Trail Easement Area and/or Trail Facilities to public access when unsafe conditions may be present.

Access Easement. Grantor hereby grants and conveys to the County and its successors, assigns, employees and agents a perpetual nonexclusive right and easement running on, over and through Regions Boulevard and the portion of the Property identified as “10’ Wide Connection to Trail” (collectively the “Access Easement,” and each portion referred to separately as the “Regions Blvd. Access Easement” and the “Trail Connection Access Easement”; the survey of the Trail Connection Access Easement is attached as Exhibit C) on the Easement Survey for the purpose of accessing the Trail Easement solely for the purposes set forth in Sections 3 and 5 herein. It is expressly agreed that the Access Easement is not available for use as a public access (except for residents of Traditions at Bretagne), and may only be used by the County for construction and maintenance of the Trail Easement Area

Construction of the Trail Facilities.

The County, its employees, contractors or agents shall (i) perform all construction, maintenance, repair and replacement of the Trail Facilities in a good and workmanlike manner, in accordance with all applicable federal, state and local laws and regulations, in accordance with any standards which may apply to the performance thereof, including any professional engineering standards and in a manner that minimizes any nuisance or disruption to Grantor, its successors, assigns, employees, agents, POA and Lot Owners; (ii) obtain all necessary governmental permits and approvals for the performance of all construction, maintenance, repair and replacement of the Trail Facilities; (iii) be responsible for all costs of performing all construction of the Trail Facilities, including permitting costs and (iv) be responsible for repairing any damage to any portion of the Property caused by the County or its employees, contractors or agents. Grantor and POA shall cooperate with the County to obtain any such permits if reasonably requested at no cost to Grantor, POA, or any Lot Owner. In performing any work permitted under the terms of this Agreement, the County may only use standard size, two (2) axel vehicles or trucks within the Access Easement and is expressly prohibited from using any other type of construction equipment or vehicles within the Access Easement.

The County shall not suffer or permit any mechanic’s or other lien to be filed against the Property by reason of the exercise of the County’s rights hereunder. If any such lien shall be filed, the County shall, within 30 days after such filing, cause the same to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise.

(c) The County shall require any contractor performing work on the Trail Facilities at the request of the County to maintain or cause to be maintained in full force and effect commercial general liability insurance with respect to such activities with a combined single limit of liability of not less than \$1,000,000 for bodily injury to or personal injury or death of any person and consequential damages arising therefrom, and for property damage arising out of any one occurrence, with minimum excess or umbrella policy limits of not less than \$2,000,000 per occurrence, and the Grantor and POA shall be an additional named insureds thereunder. Notwithstanding the foregoing, neither the County nor any of its employees (to the extent they perform work within the Trail Easement Area) shall be required to maintain or cause to be maintained such commercial general liability insurance pursuant to this Section 3(c). All such contractors shall also maintain or cause to be maintained adequate worker's compensation insurance in the minimum statutory limits required under South Carolina law.

Easement for Signage. Grantor hereby grants to the County and its successors, assigns, employees and agents a perpetual easement on, over and through the Trail Easement Area to install, maintain, repair, replace and add signage in and for the benefit of the Trail Easement including but not limited to for the purpose of posting rules regarding use of the trail created herein. The design of all signage related to the Trail Easement shall be consistent with other signage located along other trails created under the directions of the Carolina Thread Trail, a North Carolina nonprofit corporation.

Maintenance of Trail Easement and Access Easement. The County shall be responsible, at its expense, for maintaining the Trail Easement and Access Easement in accordance with the purposes set forth herein, including construction and maintenance of a public recreational trail within the Trail Easement Area, routine removal of trash, waste and litter by a maintenance crew, and efforts to control vandalism and other crimes within the Trail Easement Area. This provision notwithstanding, the County shall not be responsible for maintenance of the Regions Blvd. Access Easement. It is expressly agreed that none of the Grantor, POA or Lot Owners shall have any obligation for constructing any Trail Facilities or signage for the Trail Easements, nor shall Grantor, POA or Lot Owners have any responsibility whatsoever for maintaining the Trail Easement Area, Access Easement or Trail Facilities; provided, however, Grantor and POA shall be responsible, at its expense, for damage caused to the Trail Easement or Access Easement by Grantor or POA or their respective employees, contractors, or agents.

Reservation of Right to Cross Trail Easement and Access Easement. Grantor, for itself and its successors, assigns, employees, agents, the POA and future Lot Owners, reserves the right to: (a) unlimited and unrestricted use of the Regions Blvd. Access Easement for any lawful purpose; and, (b) cross the Trail Easement and Trail Connection Access Easement as reasonably necessary to perform work for the benefit of the Grantor's, POA's and/or Property Owner's land, provided at least 2 weeks' prior written notice of any action reasonably requiring closure of the Trail Easement or Trail Connection Access Easement is provided to both the County Administrator and County Attorney by certified mail and provided Grantor or POA repair any damage to the Trail Easement or Access Easement resulting from such crossing. This

provision notwithstanding, in the event of an emergency in which it is not possible for Grantor or POA to provide 2 weeks' notice, less than 2 weeks' notice may be provided for such emergency purposes only.

Reservation of Landscaping Rights. Grantor, for itself and its successors, assigns, employees, agents and any POA, reserves the right to install landscaping within the Trail Easement and Access Easement, provided such landscaping does not obstruct the trail constructed within the Trail Easement or Access Easement. Nothing herein shall be construed as obligating the County or its successors, assigns, agents or employees to maintain any landscaping added to the Trail Easement or Access Easement pursuant to this Section 7.

Title. Grantor represents and warrants to the County that it currently owns fee simple title to the Property free and clear from all liens and mortgages. Notwithstanding anything herein to the contrary, nothing herein shall prevent Grantor from placing a future mortgage or other encumbrance on the Property, provided however, such mortgage or encumbrance is subordinate to the easements granted herein.

Successors and Assigns. This Agreement and the rights granted herein are intended to and shall run with the land and shall burden the Property forever, and shall be binding upon, and inure to the benefit of and be enforceable by the parties hereto and their successors, successors-in-title, designees and assigns.

Governing Law. This Agreement is to be governed, construed and enforced in accordance with the laws of the State of South Carolina.

Waiver. The failure of either the Grantor or the County to exercise any right given hereunder shall not constitute a waiver of either party's right to exercise such right.

Entire Agreement. This Agreement is entered into by the parties hereto pursuant to the requirements of the Second Amendment Bretagne Development Agreement dated December 10, 2018. This Agreement contains the sole and entire agreement of the Grantor and the County with respect to the matters contemplated hereunder, and no representation, inducement, promise or agreement, oral or written between the Grantor and the County which is not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing, executed by the Grantor and the County and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

Severability. If any term, covenant or condition of this Agreement, or any application thereto to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision or the application of such term, covenant or condition, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder thereof shall not be affected thereby, and each such term, covenant or condition of this Agreement shall be valid and may be enforced to the fullest extent permitted by law.

Enforcement. In the case of a breach of this Agreement, in addition to other remedies available at law or in equity, each party may exercise any one or more of the following remedies (a) seek injunctive relief to specifically enforce the terms of this Agreement and to restrain present or future violations of this Agreement (b) enter the Trail Easement Area and Access Easement to remove any barrier to access provided under this Agreement unless such barrier is authorized or permitted by law or this Agreement and do such other things as are reasonably necessary to protect and preserve the party's rights under this Agreement.

TO HAVE AND TO HOLD, subject to all matters of record as of the date hereof and the terms hereof, all and singular the aforesaid easements unto the County, and its successors, successors-in-title, designees and assigns forever.

[Signature Page Follows]

EXHIBIT “A”
The Property

All that certain piece, parcel or lot of land, situate, lying and being in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as Parcel Z2, containing 38.448 acres, as shown on a plat entitled, “ALTA/ACCSM Land Title Survey of Bretagne Property for Bretagne Development Group, LLC”, dated April 13, 2007 and recorded on May 19, 2007 in Plat Book 2007, page 526 in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a 38.448 acre portion of the property conveyed to Arnold E. Carrouth, Trustee of the Arnold E. Carrouth Revocable Trust dated May 28, 2013 by Arnold E. Carrouth by deed dated May 28, 2013 and recorded on June 3, 2013 in Book 733, page 340 in the Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map Number 0006-00-003.00 (this tract is owned by Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth

And

All those certain pieces, parcels or tracts of land located in Indian Land Township, County of Lancaster, State of South Carolina and being shown and designated as “PORTION ‘A’ OF REMAINDER TRACT 1”, PORTION ‘B’ OF REMAINDER TRACT 1”, REMAINDER TRACT 2, SUBTRACT 2”, AND “TRACT 4” on that certain survey entitled, “ALTA/ACSM Land Title Survey for Wells Fargo Bretagne Subdivision, Indian Land Township, Lancaster County, South Carolina” dated March 14, 2011, last revised May 3, 2011, prepared by Insite Engineering and Surveying, PLLC, and recorded on May 5, 2011 in Plat Book 2011 at pages 247 and 248 which in the Office of the Register of Deeds for Lancaster County, South Carolina.

DERIVATION: Being a portion of the same property conveyed to Pulte Home Corporation by deed of Redus South Carolina, LLC, dated November 26, 2013 and recorded on December 3, 2013 in Book 769, page 180, in the Office of the Register of Deeds for Lancaster County, South Carolina.

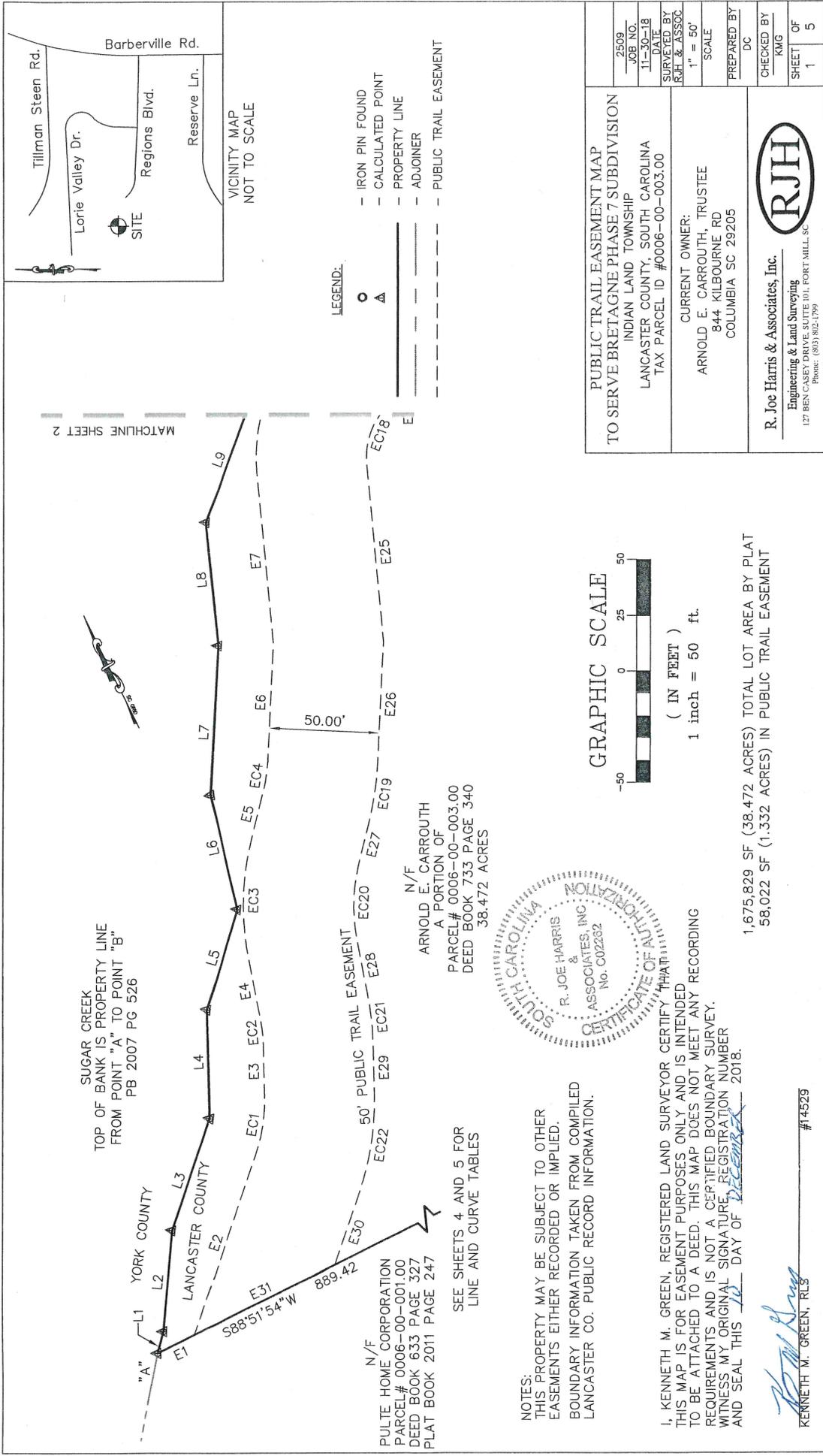
Tax Map Number 0006-00-001.01 (this tract is owned by Pulte Home Company, LLC)

Second Amendment Bretagne Development Agreement – Applicable Only to Phase 7
Lancaster County, STKR Bretagne, LLC, Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth,
Pulte Home Company, LLC, and Robert E. Pearce and Susan J. Pearce

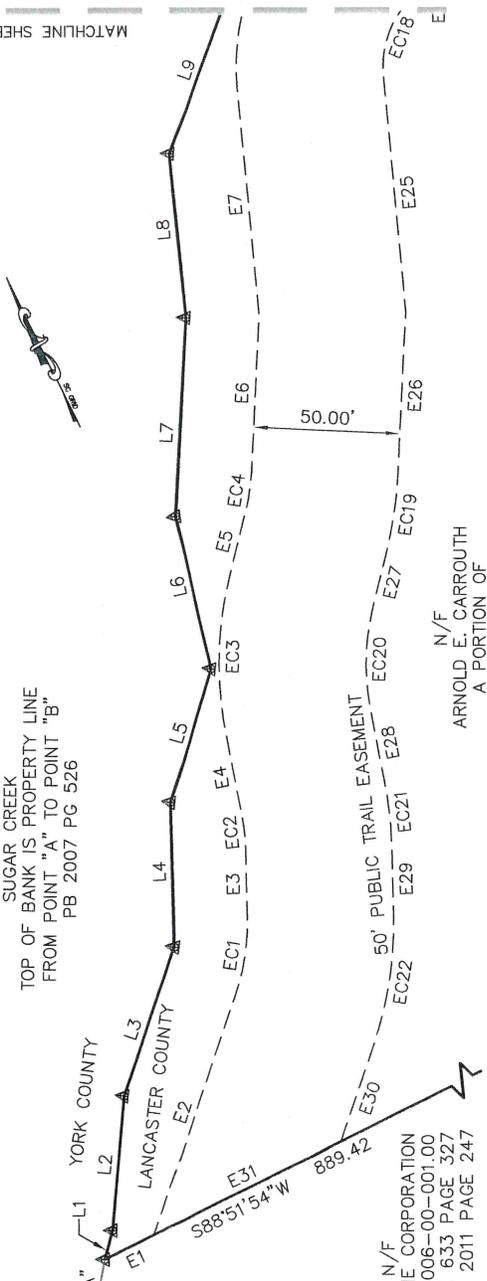
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EXHIBIT “B-1”
Easement Survey (Carrouth Tract)

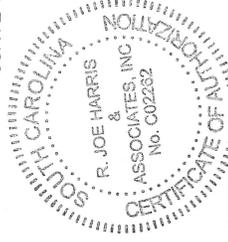
EASEMENT SURVEY (CARROUTH TRACT) FOLLOWS ON NEXT PAGE.



SUGAR CREEK
TOP OF BANK IS PROPERTY LINE
FROM POINT "A" TO POINT "B"
PB 2007 PG 526



N/F
ARNOLD E. CARROUTH
A PORTION OF
PARCEL# 0006-00-003.00
DEED BOOK 733 PAGE 340
38.472 ACRES

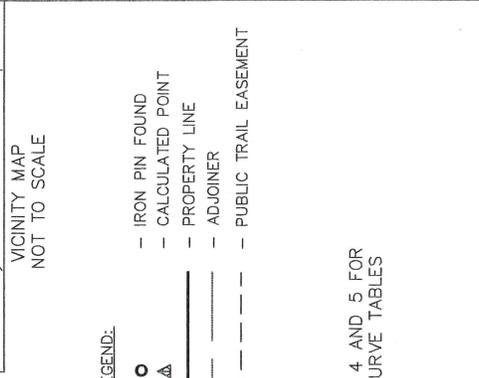
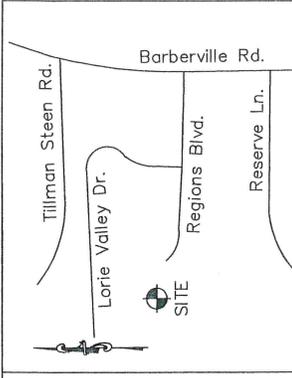


NOTES:
THIS PROPERTY MAY BE SUBJECT TO OTHER
EASEMENTS EITHER RECORDED OR IMPLIED.
BOUNDARY INFORMATION TAKEN FROM COMPILED
LANCASTER CO. PUBLIC RECORD INFORMATION.

I, KENNETH M. GREEN, REGISTERED LAND SURVEYOR CERTIFY THAT THIS MAP IS FOR EASEMENT PURPOSES ONLY AND IS INTENDED TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET ANY RECORDING REQUIREMENTS AND IS NOT A CERTIFIED BOUNDARY SURVEY. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 16 DAY OF FEBRUARY 2018.

1,675,829 SF (38.472 ACRES) TOTAL LOT AREA BY PLAT
58,022 SF (1.332 ACRES) IN PUBLIC TRAIL EASEMENT

KENNETH M. GREEN, RLS #14529



LEGEND:
 ○ — IRON PIN FOUND
 ▲ — CALCULATED POINT
 — — — — — PROPERTY LINE
 - - - - - ADJOINER
 - - - - - PUBLIC TRAIL EASEMENT

SEE SHEETS 4 AND 5 FOR
 LINE AND CURVE TABLES

PUBLIC TRAIL EASEMENT MAP TO SERVE BRETAGNE PHASE 7 SUBDIVISION	
INDIAN LAND TOWNSHIP LANCASTER COUNTY, SOUTH CAROLINA TAX PARCEL ID #0006-00-003.00	
CURRENT OWNER: ARNOLD E. CARROUTH, TRUSTEE 844 KILBOURNE RD COLUMBIA SC 29205	
CHECKED BY	DC
KMG	
SHEET	2
OF	5



R. Joe Harris & Associates, Inc.
 Engineering & Land Surveying
 127 BEN CASEY DRIVE, SUITE 101, FORT MILL, SC
 Phone: (803) 852-1799

GRAPHIC SCALE



(IN FEET)
 1 inch = 50 ft.

N/F
 ARNOLD E. CARROUTH
 A PORTION OF
 PARCEL# 0006-00-003.00
 DEED BOOK 733 PAGE 340
 38.472 ACRES



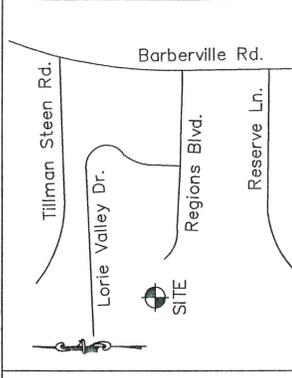
NOTES:
 THIS PROPERTY MAY BE SUBJECT TO OTHER
 EASEMENTS EITHER RECORDED OR IMPLIED.
 BOUNDARY INFORMATION TAKEN FROM COMPILED
 LANCASTER CO. PUBLIC RECORD INFORMATION.

I, KENNETH M. GREEN, REGISTERED LAND SURVEYOR CERTIFY THAT
 THIS MAP IS FOR EASEMENT PURPOSES ONLY AND IS INTENDED
 TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET ANY RECORDING
 REQUIREMENTS AND IS NOT A CERTIFIED BOUNDARY SURVEY.
 WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER
 AND SEAL THIS 10 DAY OF February, 2018.

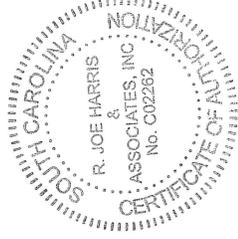
1,675,829 SF (38.472 ACRES) TOTAL LOT AREA BY PLAT
 58,022 SF (1.332 ACRES) IN PUBLIC TRAIL EASEMENT

KENNETH M. GREEN, RLS #14529

Kenneth M. Green
 KENNETH M. GREEN, RLS



VICINITY MAP
NOT TO SCALE



**PUBLIC TRAIL EASEMENT MAP
TO SERVE BRETAGNE PHASE 7 SUBDIVISION**
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA
TAX PARCEL ID #0006-00-003.00

CURRENT OWNER:
ARNOLD E. CARROUTH, TRUSTEE
844 KILBOURNE RD
COLUMBIA SC 29205

R. Joe Harris & Associates, Inc.
Engineering & Land Surveying
127 BEN CASEY DRIVE, SUITE 101, FORT MILL, SC
Phone: (813) 862-1799

2509 JOB NO.	11-30-18 DATE	RJH & ASSOC. SURVEYED BY	1" = 50' SCALE	DC PREPARED BY	CHECKED BY KMG	OF SHEET	5 4
-----------------	------------------	-----------------------------	-------------------	-------------------	-------------------	-------------	--------

Line Table		
Line #	Length	Direction
L22	75.19	N1°22'05"E
L23	52.23	N0°06'20"E
L24	53.01	N5°29'03"W
L25	51.31	N2°18'13"E
L26	50.06	N10°03'46"E
L27	67.50	N13°11'06"E
L28	57.23	S62°58'45"E

Easement Line Table		
Line #	Length	Direction
E31	70.91	S88°53'16"W

Line Table		
Line #	Length	Direction
L15	55.48	N19°22'46"E
L16	52.81	N19°13'25"E
L17	30.83	N33°43'11"E
L18	23.37	N9°01'43"E
L19	35.01	N36°54'39"E
L20	61.44	N19°51'02"E
L21	63.02	N24°02'01"E

Easement Line Table		
Line #	Length	Direction
E21	80.95	S19°59'27"W
E22	230.04	S1°34'57"W
E23	46.26	N74°59'30"W
E24	13.42	S7°45'02"W
E25	79.62	S19°30'32"W
E26	56.02	S27°44'37"W
E27	22.01	S38°41'21"W
E28	26.10	S13°46'19"W
E29	23.09	S23°23'56"W
E30	34.16	S43°58'49"W

Line Table		
Line #	Length	Direction
L8	55.33	N19°30'32"E
L9	56.50	N45°23'35"E
L10	64.03	N27°03'21"E
L11	47.96	N24°51'18"E
L12	53.24	N31°04'32"E
L13	54.57	N26°07'02"E
L14	42.63	N17°15'27"E

Easement Line Table		
Line #	Length	Direction
E11	80.95	N19°59'27"E
E12	12.50	N70°00'33"W
E13	112.64	N19°59'27"E
E14	161.98	N0°00'00"E
E15	40.87	N44°20'45"E
E16	50.67	S62°57'20"E
E17	40.87	S44°20'45"W
E18	161.98	S0°00'00"E
E19	112.64	S19°59'27"W
E20	12.50	N70°00'33"W

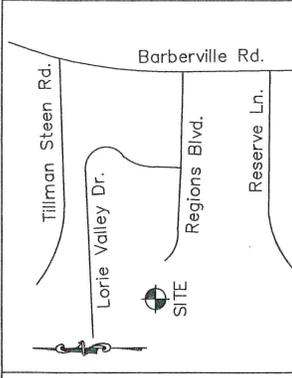
Line Table		
Line #	Length	Direction
L1	10.10	N39°47'24"E
L2	45.26	N29°48'27"E
L3	52.73	N43°58'49"E
L4	48.85	N23°23'56"E
L5	46.91	N42°09'41"E
L6	52.75	N11°35'24"E
L7	67.30	N27°44'37"E

Easement Line Table		
Line #	Length	Direction
E1	18.68	N88°51'54"E
E2	84.37	N43°58'49"E
E3	23.09	N23°23'56"E
E4	26.10	N13°46'19"E
E5	22.01	N38°41'21"E
E6	52.42	N27°44'37"E
E7	76.02	N19°30'32"E
E8	12.92	S14°08'47"W
E9	46.26	S74°59'30"E
E10	230.04	N1°34'57"E

I, KENNETH M. GREEN, REGISTERED LAND SURVEYOR CERTIFY THAT THIS MAP IS FOR EASEMENT PURPOSES ONLY AND IS INTENDED TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET ANY RECORDING REQUIREMENTS AND IS NOT A CERTIFIED BOUNDARY SURVEY. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10 DAY OF December 2018.

Kenneth M. Green
KENNETH M. GREEN, RLS #14529

NOTES:
THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. BOUNDARY INFORMATION TAKEN FROM COMPILED LANCASTER CO. PUBLIC RECORD INFORMATION.



VICINITY MAP
NOT TO SCALE



Curve #	Length	Radius	Chord	Bearing	Delta
EC12	22.71	125.00	22.68	S39°08'28"W	10°24'34"
EC13	58.05	75.00	56.61	S22°10'23"W	44°20'45"
EC14	43.61	125.00	43.39	S9°59'43"W	19°59'27"
EC15	92.37	287.50	91.97	S10°47'12"W	18°24'30"
EC16	94.77	52.50	82.42	S53°17'43"W	103°25'33"
EC17	19.54	44.50	19.39	N87°34'23"W	25°09'46"
EC18	29.56	32.00	28.52	S45°58'26"W	52°55'50"
EC19	23.88	125.00	23.84	S33°12'59"W	10°56'44"
EC20	32.62	75.00	32.36	S26°13'50"W	24°55'02"
EC21	21.00	125.00	20.98	S18°35'08"W	9°37'37"
EC22	44.90	125.00	44.66	S33°41'23"W	20°34'53"

Curve #	Length	Radius	Chord	Bearing	Delta
EC1	26.94	75.00	26.80	N33°41'23"E	20°34'53"
EC2	12.60	75.00	12.59	N18°35'08"E	9°37'37"
EC3	54.36	125.00	53.93	N26°13'50"E	24°55'02"
EC4	14.33	75.00	14.31	N33°12'59"E	10°56'44"
EC5	101.85	82.00	95.43	N55°05'26"E	71°09'48"
EC6	20.40	69.50	20.33	S83°24'04"E	16°49'08"
EC7	49.64	27.50	43.17	N53°17'43"E	103°25'33"
EC8	100.40	312.50	99.97	N10°47'12"E	18°24'30"
EC9	26.17	75.00	26.04	N9°59'43"E	19°59'27"
EC10	96.75	125.00	94.35	N22°10'23"E	44°20'45"
EC11	7.55	75.00	7.54	N41°27'49"E	5°45'53"

PUBLIC TRAIL EASEMENT MAP
TO SERVE BRETAGNE PHASE 7 SUBDIVISION
 INDIAN LAND TOWNSHIP
 LANCASTER COUNTY, SOUTH CAROLINA
 TAX PARCEL ID #0006-00-003.00

CURRENT OWNER:
 ARNOLD E. CARROUTH, TRUSTEE
 844 KILBOURNE RD
 COLUMBIA SC 29205

R. Joe Harris & Associates, Inc.
 Engineering & Land Surveying
 127 BEN CASEY DRIVE, SUITE 101, FORT MILL, SC
 Phone: (803) 852-1799

2509 JOB NO.
 11-30-18 DATE SURVEYED BY
 RJH & ASSOC
 1" = 50' SCALE
 PREPARED BY
 DC
 CHECKED BY
 KMG
 SHEET OF
 5 5

I, KENNETH M. GREEN, REGISTERED LAND SURVEYOR CERTIFY THAT THIS MAP IS FOR EASEMENT PURPOSES ONLY AND IS INTENDED TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET ANY RECORDING REQUIREMENTS AND IS NOT A CERTIFIED BOUNDARY SURVEY. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10 DAY OF DECEMBER 2018.

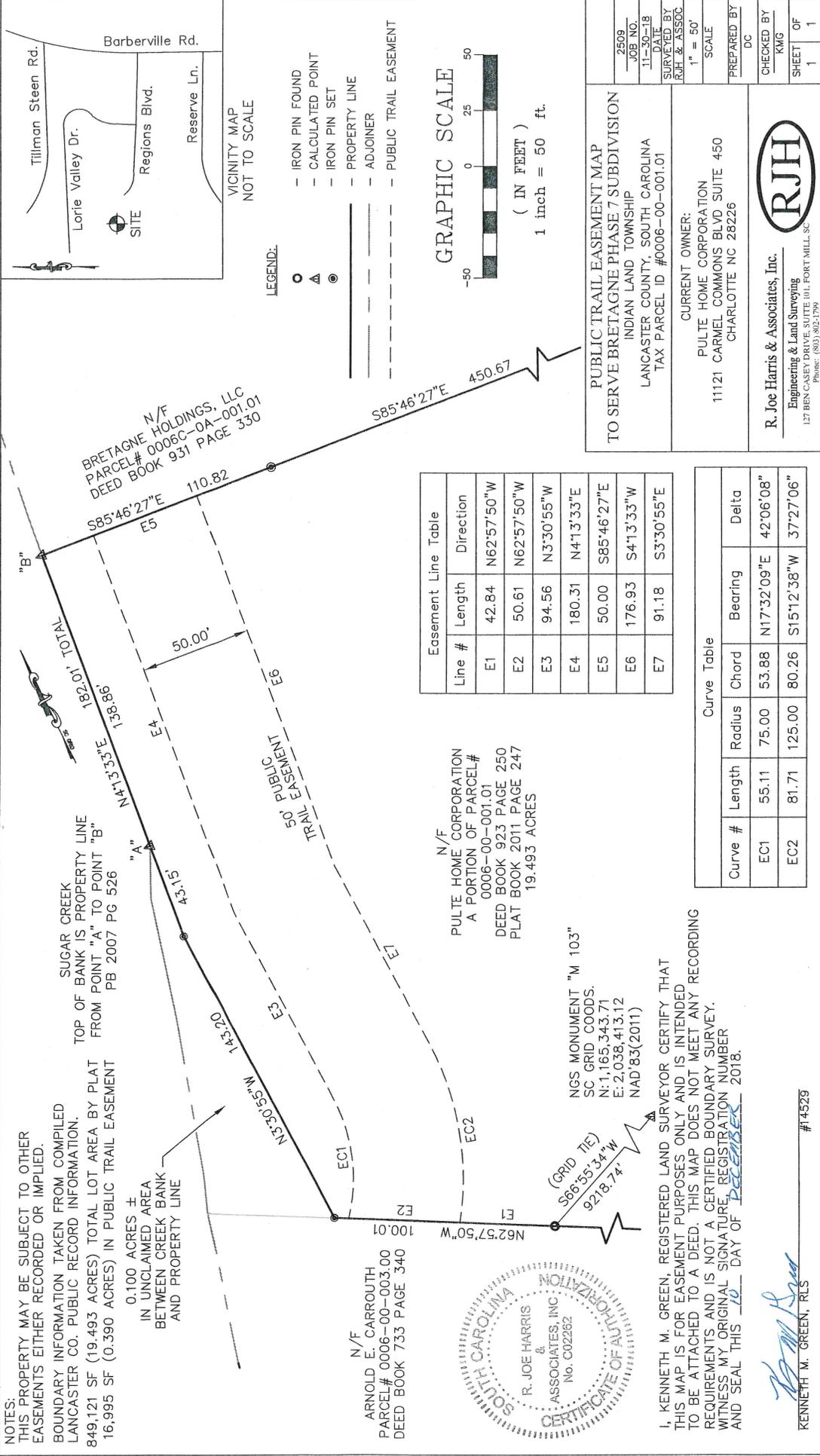
Kenneth M. Green
 KENNETH M. GREEN, RLS #14529

NOTES:
 THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. BOUNDARY INFORMATION TAKEN FROM COMPILED LANCASTER CO. PUBLIC RECORD INFORMATION.

EXHIBIT “B-2”

Easement Survey (Pulte Tract)

EASEMENT SURVEY (PULTE TRACT) FOLLOWS.



THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. BOUNDARY INFORMATION TAKEN FROM COMPILED LANCASTER CO. PUBLIC RECORD INFORMATION. 849,121 SF (19.493 ACRES) TOTAL LOT AREA BY PLAT FROM POINT "A" TO POINT "B" PB 2007 PG 526. 16,995 SF (0.390 ACRES) IN PUBLIC TRAIL EASEMENT. 0.100 ACRES ± IN UNCLAIMED AREA BETWEEN CREEK BANK AND PROPERTY LINE. SUGAR CREEK TOP OF BANK IS PROPERTY LINE FROM POINT "A" TO POINT "B".

0.100 ACRES ± IN UNCLAIMED AREA BETWEEN CREEK BANK AND PROPERTY LINE

SUGAR CREEK TOP OF BANK IS PROPERTY LINE FROM POINT "A" TO POINT "B" PB 2007 PG 526

N/F PULTE HOME CORPORATION A PORTION OF PARCEL# 0006-00-001.01 DEED BOOK 923 PAGE 250 PLAT BOOK 2011 PAGE 247 19.493 ACRES

NGS MONUMENT "M 103" SC GRID COORDS. N: 1165.343.71 E: 21038.413.12 NAD'83(2011)

(GRID Tie) S68°55'34"W 9218.74'

N/F ARNOLD E. CARROUTH PARCEL# 0006-00-003.00 DEED BOOK 733 PAGE 340

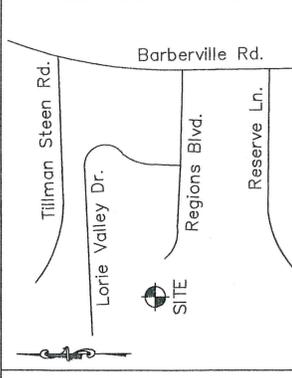
N/F PULTE HOME CORPORATION A PORTION OF PARCEL# 0006-00-001.01 DEED BOOK 931 PAGE 330

NGS MONUMENT "M 103" SC GRID COORDS. N: 1165.343.71 E: 21038.413.12 NAD'83(2011)

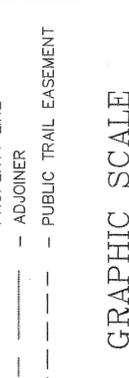
(GRID Tie) S68°55'34"W 9218.74'

N/F ARNOLD E. CARROUTH PARCEL# 0006-00-003.00 DEED BOOK 733 PAGE 340

N/F PULTE HOME CORPORATION A PORTION OF PARCEL# 0006-00-001.01 DEED BOOK 931 PAGE 330



LEGEND:
 ○ IRON PIN FOUND
 ▲ CALCULATED POINT
 ● IRON PIN SET
 — PROPERTY LINE
 - - - ADJOINER
 - - - PUBLIC TRAIL EASEMENT



PUBLIC TRAIL EASEMENT MAP TO SERVE BRETAGNE PHASE 7 SUBDIVISION INDIAN LAND TOWNSHIP LANCASTER COUNTY, SOUTH CAROLINA TAX PARCEL ID #0006-00-001.01

CURRENT OWNER:
 PULTE HOME CORPORATION
 11121 CARMEL COMMONS BLVD SUITE 450
 CHARLOTTE NC 28226

R. Joe Harris & Associates, Inc.
 Engineering & Land Surveying
 127 BEN CASEY DRIVE SUITE 101, FORT MILL, SC
 Phone: (803) 862-1799



I, KENNETH M. GREEN, REGISTERED LAND SURVEYOR CERTIFY THAT THIS MAP IS FOR EASEMENT PURPOSES ONLY AND IS INTENDED TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET ANY RECORDING REQUIREMENTS AND IS NOT A CERTIFIED BOUNDARY SURVEY. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10 DAY OF FEBRUARY 2018.

KENNETH M. GREEN, RLS #14523

Second Amendment Bretagne Development Agreement – Applicable Only to Phase 7
Lancaster County, STKR Bretagne, LLC, Michael D. Carrouth, as Trustee Under the Will of Arnold Carrouth,
Pulte Home Company, LLC, and Robert E. Pearce and Susan J. Pearce

Page 36 of 44

EXHIBIT "C"
The Trail Connection Access Easement

THE TRAIL CONNECTION ACCESS EASEMENT FOLLOWS ON NEXT PAGE.

NOTES:
THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. BOUNDARY INFORMATION TAKEN FROM COMPILED LANCASTER CO. PUBLIC RECORD INFORMATION. 1,675,829 SF (38.472 ACRES) TOTAL LOT AREA BY PLAT 2,372 SF (0.054 ACRES) IN SIDEWALK EASEMENT

SEE SHEET 2 FOR LINE AND CURVE TABLES

SUGAR CREEK
TOP OF BANK IS PROPERTY LINE
FROM POINT "A" TO POINT "B"
PB 2007 PG 526

25' PUBLIC TRAIL EASEMENT
DB PG

S19°51'02"W S24°02'01"W
61.44'

S12°20'55"W S12°20'55"W
75.19'

S09°20'W S09°20'W
52.23'

S5°29'03"E S2°18'13"W
53.01'

S5°29'03"E S2°18'13"W
53.01'

S10°03'46"W S10°03'46"W
50.06'

S13°11'06"W S13°11'06"W
67.50'

N62°57'50"W N62°57'50"W
100.01'

S86°55'34"W S86°55'34"W
9218.74'

N62°57'50"W N62°57'50"W
100.01'

S52°18'13"W S52°18'13"W
53.01'

S10°03'46"W S10°03'46"W
50.06'

S13°11'06"W S13°11'06"W
67.50'

N62°57'50"W N62°57'50"W
100.01'

S86°55'34"W S86°55'34"W
9218.74'

N62°57'50"W N62°57'50"W
100.01'

S52°18'13"W S52°18'13"W
53.01'

E5
E6
EC2
EC3

E4
E3
E2
E1

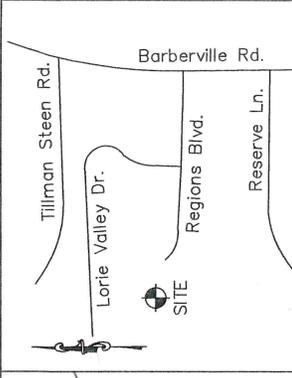
LEGEND:
● IRON PIN FOUND
▲ CALCULATED POINT
— PROPERTY LINE
- - - ADJOINER
- - - ACCESS EASEMENT

N/F
ARNOLD E. CARROUTH
A PORTION OF
PARCEL # 0006-00-003.00
DEED BOOK 733 PAGE 340
38.472 ACRES

N/F
PULTE HOME CORPORATION A
PORTION OF PARCEL #
0006-00-001.01
DEED BOOK 923 PAGE 250
PLAT BOOK 2011 PAGE 247

NGS MONUMENT "M 103"
SC GRID COORDS.
N: 1,165,343.71
E: 2,038,413.12
NAD'83(2011)

VICINITY MAP
NOT TO SCALE



FEMA 100 YEAR SHEA FLOODLINE

S3°44'47"E (TIE)
509.73'

S10°03'46"W S10°03'46"W
50.06'

S13°11'06"W S13°11'06"W
67.50'

N62°57'50"W N62°57'50"W
100.01'

S86°55'34"W S86°55'34"W
9218.74'

2509	JOB NO.
12-3-18	DATE
	SURVEYED BY
	RJH & ASSOC
1" = 60'	SCALE
	PREPARED BY
DC	
	CHECKED BY
KMG	
	SHEET
1	OF
2	

ACCESS EASEMENT MAP
TO SERVE BRETAGNE PHASE 7 SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA
TAX PARCEL ID #0006-00-003.00

CURRENT OWNER:
ARNOLD E. CARROUTH, TRUSTEE
844 KILBOURNE RD
COLUMBIA SC 29205

R. Joe Harris & Associates, Inc.
Engineering & Land Surveying
127 BEN CASEY DRIVE SUITE 101, FORT MILL, SC
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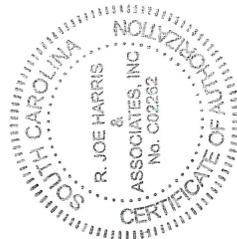
I, KENNETH M. GREEN, REGISTERED LAND SURVEYOR CERTIFY THAT THIS MAP IS FOR EASEMENT PURPOSES ONLY AND IS INTENDED TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET ANY RECORDING REQUIREMENTS AND IS NOT A CERTIFIED BOUNDARY SURVEY. I WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10 DAY OF FEBRUARY 2018 AT ASSOCIATES, INC. No. C02262

KENNETH M. GREEN, RLS #14529

Curve #	Length	Radius	Chord	Bearing	Delta
EC1	15.03	25.00	14.81	N52°31'23"W	34°26'59"
EC2	9.09	15.00	8.95	N52°39'13"W	34°42'39"
EC3	15.15	25.00	14.91	S52°39'13"E	34°42'39"
EC4	9.02	15.00	8.88	S52°31'23"E	34°26'59"

Line #	Length	Direction
L1	35.01	S36°54'39"W
L2	23.37	S9°01'43"W
L3	45.83	S80°35'24"E

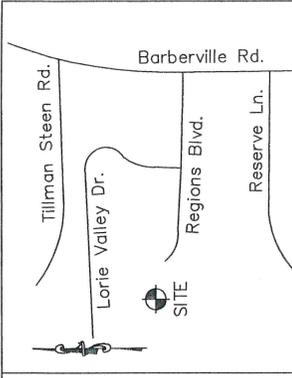
Line #	Length	Direction
E1	10.00	S20°15'07"W
E2	143.12	N69°44'53"W
E3	68.09	N35°17'54"W
E4	1.88	N70°00'33"W
E5	10.00	N19°59'27"E
E6	1.88	S70°00'33"E
E7	68.09	S35°17'54"E
E8	143.12	S69°44'53"E



I, KENNETH M. GREEN, REGISTERED LAND SURVEYOR CERTIFY THAT THIS MAP IS FOR EASEMENT PURPOSES ONLY AND IS INTENDED TO BE ATTACHED TO A DEED. THIS MAP DOES NOT MEET ANY RECORDING REQUIREMENTS AND IS NOT A CERTIFIED BOUNDARY SURVEY. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 10 DAY OF DECEMBER 2018.

KENNETH M. GREEN, RLS #14529

NOTES:
THIS PROPERTY MAY BE SUBJECT TO OTHER EASEMENTS EITHER RECORDED OR IMPLIED. BOUNDARY INFORMATION TAKEN FROM COMPILED LANCASTER CO. PUBLIC RECORD INFORMATION.



VICINITY MAP
NOT TO SCALE

ACCESS EASEMENT MAP
TO SERVE BRETAGNE PHASE 7 SUBDIVISION
INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA
TAX PARCEL ID #0006-00-003.00

2509 JOB NO.	12-3-18 DATE	RJH & ASSOC SURVEYED BY	1" = 60' SCALE	DC PREPARED BY	CHECKED BY KMG	2 SHEET OF	2
CURRENT OWNER: ARNOLD E. CARROUTH, TRUSTEE 844 KILBOURNE RD COLUMBIA SC 29205				R. Joe Harris & Associates, Inc. Engineering & Land Surveying 127 BEN CASEY DRIVE, SUITE 101, FORT MILL, SC Phone: (803) 802-1999			



SECTION 35. Developer agrees to record this Second Amendment with the Lancaster County Register of Deeds within fourteen (14) days of the execution of this Second Amendment.

SECTION 36. (A) Developer and County agree that the County Administrator is authorized to publish an Amended Development Agreement for Bretagne Phase 7 based on the Development Agreement as originally executed and recorded as amended by this Second Amendment (the “Amended Development Agreement Phase 7”). County and Developer agree to cooperate with the execution of the Amended Development Agreement Phase 7. The Amended Development Agreement Phase 7 applies to Phase 7 of the Bretagne development.

(B) Upon execution of this Second Amendment by the parties to it, the Development Agreement applicable to Phase 7 of the Bretagne development consists of the Development Agreement as originally executed and recorded, as amended by this Second Amendment.

SECTION 37. This Second 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 38. This Second Amendment is effective on the Effective Date.

SIGNATURES ON THE FOLLOWING PAGES.

