

15. FACILITIES. Although the nature of this long-term Project prevents the Owner from now providing exact completion dates (see Exhibit B), the Owner certifies that the Facilities will be in place (or if not fully in place, the cost of their construction bonded or letter of credit posted) at the times Lots or Dwelling Units in subdivided real property are offered for sale or lease to the public. Subject to compliance with applicable Laws and with all provisions of this Agreement, the County hereby authorizes the Owner to install the Facilities which the Owner has undertaken to provide herein.

A. Private Roads. Roads constructed within the Property shall be constructed by the Owner and/or Developer, and shall be maintained by them and/or a Community Association, or dedicated to other appropriate entities. The County will not be responsible for the construction or maintenance of any private roads within the Property, and the Owner and/or Developer and/or a Community Association shall continue the maintenance thereof.

Notwithstanding the generality of the foregoing, in the event that a street or road within the Property is constructed to SCDHPT standards, and is otherwise acceptable to the County for use as a public road, the County may consider a request to take ownership and assume responsibility for the maintenance of same upon the request of the person or entity which has ownership of the road. This provision shall permit but not require the County's acceptance of any street within the Property offered for dedication to public use and maintenance. The County's acceptance of any particular street or streets shall not control its decision to accept any other street or streets for public use and maintenance.

The County will consider acceptance of any drainage systems separately from acceptance of any streets.

(1) Street Design and Construction. Street design and construction standards applicable to roads and streets to be dedicated to the County are provided for by the Land Development Regulations and other local Laws adopted by the County and are generally superintended for compliance by the Fairfield County Public Works Department. Notwithstanding that Owner may retain the streets within the Property as private, all streets and roads constructed upon the Property will be professionally designed and constructed in accordance with recognized engineering and construction standards, meeting or exceeding all minimum requirements applicable to the type and proposed uses for such streets and roads and, except as provided herein, including the Owner's compliance with the County's design and construction standards for streets and roads.

The Parties agree that it is integral to the Development plan for the Property that a landscaped, pedestrian and ATV friendly streetscapes be utilized, which will include certain street sections featuring on-street parking and which may or may not include other features ordinarily required for approval of streets and roads by the Fairfield County Public Works Department. However, such features are consistent with the County's Comprehensive Land Use Plan. Subject only to appropriate design considerations approved by the Fairfield County Public Works Department and SCDHPT, the features referenced herein and other features which are uniquely applicable to and consistent with the mixed-use outdoor recreational use

conceptual design of the Development shall be permitted by this Agreement.

(2) No implied Dedication. The recording of a final plat or plan subdividing a portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights of way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer.

(3) Trees Near Roads or Streets. Rights-of-way within the Project may have trees within the road or street right of way if the Owner determines that such trees add to the character and aesthetic harmony of the Development in that portion of the Property. Nothing in this Agreement or in the County's ordinances shall be construed or enforced, as the case may be, to require the removal of trees because of their proximity to new private roads within the Property.

(4) Controlled Access. The County agrees that the Owner may reserve the right to limit access to portions of the private roads within the Property, provided the road in question has not been expressly dedicated to the County, or to other public use.

(5) Curb Cuts. Owner has the right to determine the location of curb cuts, within the Property, provided the Owner has a qualified engineer determine that their location does not present a significant safety hazard. Provided, however, at any and all locations at which the streets and roads within the Property join to public road right-of-way, the provisions of this paragraph shall be subordinate to final decisions by SCDHPT or the Fairfield County Public Works Department, as applicable.

(6) Stoplights, Streetlights, Street/Traffic Control and other Street Signage. The Owner, in consultation with the SCDHPT and the Fairfield County Public Works Department, shall have the authority to determine all street and traffic control signs on all private streets and roads within the Property. Provided, however, at any and all locations at which the streets and roads within the Property join to public road right-of-way, the provisions of this paragraph shall be subordinate to final decisions by SCDHPT or the Fairfield County Public Works Department, as applicable.

B. Public Roads. As of the date of this Agreement, the public roads that serve the Property are under the jurisdiction of the State of South Carolina regarding access, construction, improvements, and maintenances. Owner acknowledges that it must comply with all applicable state statutes, and rules and regulations of the SCDHPT, or its successor, with respect to public roads. Future public roads may serve the Property. The County shall not be responsible for construction, improvements, or maintenance of the public roads which now or hereafter serve the Property, unless the County otherwise expressly agrees to do so or has heretofore accepted said roads into its public road maintenance system.

To assist in mitigating the traffic impacts of Development, Owner may donate such additional rights- of-way as may be reasonably necessary to mitigate traffic. The widths and locations of which rights-of-way must be mutually agreed upon by Owner and the receiving governmental entity.

C. Potable Water. Potable water will be supplied to the Property by the Mitford Water Company or other legally constituted provider allowed to operate in the County. Owner will construct or cause to be constructed all necessary water service infrastructure within the Property, which will be maintained by Owner, a Community Association, or the provider. The County shall not be responsible for any construction, treatment, maintenance, or costs associated with water service to the Property, except as successor-in-interest to a responsible party with respect to such facilities.

D. Sewage Treatment and Disposal. Sewage treatment and disposal shall be provided to the Property by a privately maintained septic tank system or some other legally constituted provider allowed to operate in the County. Owner will construct or cause to be constructed all related sewer infrastructure improvements within the Property, which will be maintained by the provider, the Owner or a Community Association. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as a successor-in-interest to a responsible party with respect to such facilities.

E. Water Conservation. Owner agrees to encourage the use of indigenous plants for landscaping purposes to help minimize irrigation requirements and to encourage the use of other water conservation methods on the Property.

F. Drainage System. All stormwater runoff and drainage improvements within the Property will be designed in accordance with applicable state regulatory guidelines. All stormwater runoff and drainage system improvements will be constructed by Owner or Developer and maintained by Owner, Developer and/or a Community Association. The County will not be responsible for any construction or maintenance costs associated with the drainage system within the Property, unless the County affirmatively agrees to do so. The County will consider acceptance of any drainage systems separately from acceptance of any streets.

Owner may create drainage easements and may convey drainage easements to a Community Association or to an appropriate governmental entity. Unless otherwise prohibited by the terms of this Agreement or the ordinances or laws of the County, Owner shall have the right to place plantings, fencing, signs, parking lots, and anything else that is not a habitable structure within drainage easements, provided they do not impair drainage and provided Owner, Developer, and/or a Community Association will timely and competently maintain same. The County will have no obligation to maintain drainage easements, unless drainage easements are conveyed to and accepted by the County.

Provided, however, such drainage facilities as are required upon the Property pursuant to applicable regulations of state DHEC, federal or local governmental units, shall or may require off-site attachment to existing County drainage facilities. To the extent of such lawful requirements, the County agrees to cooperate fully with Owner in effecting such attachments or connections.

G. Bike Trails/Sidewalks. Owner may construct sidewalks and appurtenant pedestrian facilities in conjunction with those certain and specified pedestrian promenades, ATV and/or equestrian paths and streetscapes in any mixed-use and retail sections of the Property which are integral features of the outdoor recreation village concept of the Development. Owner, in Owner's discretion, may also install sidewalks, bike, ATV or equestrian trails, or other leisure trails or paths in other sections of the Property. In such event, the Owner shall construct such features in the manner, location, and configuration, as Owner deems appropriate. More detailed and particularized description of such sidewalks, trails and paths, if any, will be provided for in conjunction with specific site development plans for particular portions of the Property.

H. Utility Easements. Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities at such time as the Owner determines that same are required. Adequate easements for utilities shall be reserved by Owner in the conveyances of Lots and Development Parcels. The location and size of such easements shall be in the discretion of the Owner. All utilities shall be installed underground unless extenuating site circumstances, including, but not limited to, environmental constraints, make installing utilities underground physically or financially impracticable.

I. Recreational Facilities. Pursuant to other provisions of this Agreement, Owner is obligated to provide permanently and maintain not less than a 50' wide perimeter green space around all non-roadway boundaries. At their sole discretion, Owner and Developer may utilize appropriate portions of the green space as parks, trails and recreational facilities. Any parks, trails and recreational facilities within the Property will be developed without expense to the County and maintained by Owner, Developer and/or a Community Association. The County will not be responsible for providing, constructing or maintaining any such parks, trails or recreational facilities on the Property. The County recognizes the rights of the Owner, a Developer or a Community Association to limit or condition access and use of parks, trails and recreational areas in a reasonable manner. The size, configuration, location, and composition of any fencing, buffering, or lighting for parks, trails and recreational areas shall be at the discretion of the Owner in consultation with the County Planning Office Director. More particularized and detailed description of such parks and recreational facilities, if applicable, will be provided for in conjunction with specific site development plans for particular portions of the Property prior to construction or installation of same.

J. Landscape Waste. Owner may provide on-site facilities for the disposal of landscape waste produced within the Property, or Owner may contract with private contractors to dispose of such landscape waste offsite.

K. Future Ordinance Standards - Landscaping. Tree Preservation. Lighting and Signage.

Owner agrees that in the event an ordinance relating to landscaping, tree preservation, lighting, and/or signage is adopted by the County Council during the Term this Agreement, Owner will make a good faith consideration of the standards and requirements contained in such ordinances, as finally adopted by the County, in conjunction with Owner's ongoing Development of the Property. A decision to incorporate certain of the design standards and requirements of such ordinances into Owners Development of the Property shall not obligate Owner to incorporate all such standards and requirements to the ongoing Development of the Property.

Notwithstanding anything hereinabove stated, Owner specifically agrees that in all matters of landscaping, tree preservation, lighting and signage applicable to the Development of the Property, Owner shall apply and adhere to professional standards and requirements which meet or exceed all present standards and requirements applicable to the Property and its Development.

16. SERVICES.

The County is only responsible for providing services to the Property on the same basis as it provides services to other residents and businesses in Fairfield County. No new facilities or additional services will be required of the County as a result of this Development Agreement, unless provided by a separate Ordinance voluntarily adopted by the County Council. The Owner is responsible for providing, at its expense, on-site services (security, EMS, fire services, etc.) that may be required for any and all special events.

17. CHARGES OR FEES. Owner shall not be responsible for payment to the County of any charges or fees, including development fees, impact fees or other similar effect assessments on development, which are not provided for by this Agreement, or for charges or fees enacted by the County subsequent to the effective date of this Agreement and attempted to be made applicable to the Project, except for such charges or fees as shall be allowable by and in conformity with provisions of the Act. (Nothing herein shall be construed as relieving the Owner from payment of any such fees or charges as may be legally assessed against Owner or the Property by governmental entities other than the County. Any charge or fee which is lawfully due to any other governmental entity which is not a party to this Agreement shall not be affected by this Agreement). Owner shall be 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 routine processing of permit applications, building permits and plans, or building inspections or other similar matters applicable to the Property and the Development of the Project. All building permits and countywide fees for building permits will be granted and charged on the basis of compliance with the then current building code(s) and the then current countywide fee structure established by the County. All building permits and Countywide fees for building permits will be granted and charged on the basis of compliance with the then current building code(s) and the then current Countywide fee structure established by the County.

Nothing in this Agreement shall be construed to prevent the establishment by the County, by agreement with the Owner, of a tax increment, special improvement, or other district on the Property in accordance with applicable provisions of the Laws of South Carolina.

Provided, however, the provisions of this Section 17 shall have no application to or affect upon the County's assessment and collection of ad valorem taxes applicable to the Property or to business license fees applicable to Owner, or any other party operating a business on or in conjunction with the Property and otherwise subject to such fee(s).

18. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE. The County and Owner recognize that Development can have negative as well as positive impacts. Specifically, the Parties consider the protection of the natural environment adjacent properties and nearby waters to be goals to be achieved and therefore agree to the following:

1. Forestry Best Management Practices will be utilized at stream crossings and within the flood plain of streams on the Property.
2. Appropriate erosion control practices will be followed.

A. Storm Water Quality. Protection of the quality of subsurface waters and nearby ponds and watercourses is a primary goal of the County. The Owner and Developer shall be required to abide by all provisions of federal, state, and local laws and regulations, including those established by the South Carolina Department of Health and Environmental Control, its successors and assigns, for the handling of storm water as well as any state or federal mandates which require the County to adopt additional local stormwater controls. In order to protect water quality of subsurface waters and nearby ponds and watercourses, Owner agrees to construct storm water drainage systems in accordance with plans approved by the County and DHEC and to maintain the systems allowing for proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by impervious surfaces, Owner commits to design storm water management systems in such a way that the storm water quality delivered to the receiving waters is appropriately mitigated through storm water management practices as determined by competent engineering design calculations, guidelines and requirements.

B. Covenants. Owner and County agree that if Owner chooses to record covenants that run with the Property that such covenants shall be consistent with provisions of this Agreement, will govern such matters as permitted uses, setbacks, landscaping, trees, exterior lighting, and which will specifically prohibit nuisance activities. The provisions of the Covenants for portions of the Property, may differ from the Covenants applicable to other portions of the Property. In the event that a conflict exists between said covenants and this Agreement, the provisions of this Agreement shall control; provided that this provision shall not prohibit Owner from creating within the Property residential or commercial subdivisions or business parks which otherwise comply with all development standards per such a covenant.