

## Article XI. Development Agreements

### 157.165. PURPOSE AND INTENT

The purposes of a Development Agreement are to coordinate the provision of adequate public facilities with the timing of development and otherwise document the terms of subject developments in accordance with *S.C. Code § 6-31-10 Development Agreements*. In doing so, Development Agreements provide both the city and the developer with assurances, thereby providing more certainty in the land development process.

### 157.166. APPLICABILITY

A Development Agreement is a voluntary agreement between the city and an applicant that may be required by the city when an applicant decides to proceed with a development that would not otherwise be approved due to one or more of the following conditions:

- A. The city finds that there is the need to coordinate the provision of adequate public facilities, which may include water, sewer, stormwater, transportation, school or other mutually agreed-upon public facilities, with development generating the need for those facilities;
- B. The city finds that there is the need for specific development conditions associated with a planned development; or
- C. The city finds that there is the need to document other specific conditions applicable to the timing, intensity, location or design of a development.

### 157.167. MINIMUM REQUIREMENTS

- A. The city may enter into a Development Agreement with a developer pursuant to the *South Carolina Local Government Development Agreement Act of 1993*, as amended, provided that the property contains a minimum of 25 acres or more of highland and the development will have a maximum build-out time as shown in the following table:

| Acres of HighLand | Maximum Years to Complete Development |
|-------------------|---------------------------------------|
| 25-250            | 5                                     |
| 251-1,000         | 10                                    |
| 1,001-2,000       | 20                                    |
| 2,001+            | negotiable                            |

- B. Each development agreement must be approved by the city through the adoption of an ordinance after complying with all of the provisions contained in the *South Carolina Local Government Development Agreement Act of 1993*, as amended.

- C. Development agreements shall not be used to simply rewrite the zoning ordinance or land development regulations to suit a particular development, but shall be based upon the need to establish a clear understanding of development conditions consistent with the intent of this Article and the provisions of §157.166 – *Applicability*.

### **157.168. CONTENTS OF AGREEMENT**

While each Development Agreement will be unique to the applicable development, agreements must include the following:

- A. **Description and owners.** A legal description of the property and names of legal and equitable owners.
- B. **Duration.** Development must be projected to take place over a period authorized by § 157.167. The termination date may be extended by agreement.
- C. **Uses.** Project details shall be provided including use of buildings and land, dimensional standards, design standards, use conditions, performance standards, and a phasing plan as proposed. Where the development bound by a Development Agreement abuts property that conforms to the Zoning Ordinance and the Comprehensive Plan, the development agreement must demonstrate that any development within 100 feet of the property line will be compatible with the adjoining property in use and intensity or separated from it by an effective buffer that meets the requirements of *Article IX*.
- D. **Onsite and offsite improvements.** Development agreements shall include a description of onsite and offsite improvements including public facilities to serve the development. Such description shall specify who the improvements will serve, when they will be provided, and who will fund them. Development standards for the construction of such improvements shall also be provided.
- E. **Dedication.** Development agreements shall include a description and physical location of the reservation or dedication of land for public purposes and open space. All land set aside for open space must meet one of the purposes for open space as specified in the Zoning Ordinance.
- F. **Permits.** Development agreements shall include a description of all local, state, and federal permits needed or approved. A statement shall be included that failure to list a permit does not relieve the developer from complying with the law.
- G. **Comprehensive plan.** Development agreements shall include a statement that the development is consistent with the City of Camden Comprehensive Plan, Zoning Ordinance, and, where applicable, the Land Development Regulations.
- H. **Conditions.** The proposal shall list any development conditions, terms, restrictions or requirements necessary for public health, safety or welfare.

- I. **Historic preservation.** Development agreements shall include a description of provisions for preservation and restoration of historic structures, sites, and identified vistas.
- J. **Deed restrictions and restrictive covenants.** A draft copy of proposed deed restrictions and restrictive covenants shall be provided at the time of application, if applicable. Deed restrictions and restrictive covenants must be recorded prior to or concurrent with final approval of the Development Agreement. The development agreement shall stipulate that the developer agrees that failure to record those documents as required shall render the agreement null and void and may result in termination or revocation of permits and approvals made subject to that agreement at the discretion of the city.
- K. **Timing and phasing.** Development agreements shall include completion dates for development and infrastructure within the project by phase.
- L. **Responsible government.** If more than one local government is a party to the agreement, the local government responsible for overall administration of the agreement shall be specified.
- M. **Other matters.** Include any other matter not inconsistent with the law. A provision shall be included for application of new laws.

### **157.169. AMENDMENT AND TERMINATION**

Development agreements may be amended or terminated only upon consent of all parties involved.

### **157.170. CONSISTENCY**

The Planning Commission shall review development agreements for consistency with the Comprehensive Plan and this subchapter and shall make a recommendation to City Council.

### **157.171. PUBLIC HEARINGS**

The City of Camden shall hold at least two public hearings on a development agreement. Notice of the public hearings shall be advertised in a newspaper of general circulation at least 15 days prior to the hearing date. The date, time and place of the second public hearing shall be announced at the first public hearing. The published notice shall state the location of the property, proposed uses, and where copies of the agreement may be obtained.

### **157.172. ADOPTION**

A simple majority vote of City Council members present and voting shall be required to approve the development agreement. Each development agreement shall be approved by adoption of an ordinance.

**157.173. RECORDING**

Development agreements shall be recorded in the land records of Kershaw County within 14 days after the execution of the agreement. If recordation does not occur within 14 calendar days after the date of approval, such agreement shall be considered null and void.

**157.174. REQUIRED REVIEW; FAILURE TO CURE MATERIAL BREACH**

Each development agreement shall be reviewed one time at least every 12 months by the city planning staff. In the event that the developer is determined to have materially breached the terms of the development agreement, the Zoning Administrator shall serve notice, in writing, within a reasonable time after such determination is made. Such notice shall set forth with reasonable particularity the nature of the breach, the evidence supporting such a determination, and a reasonable period of time during which the developer may cure the breach or rebut any such determinations. In the event that the developer fails to cure any such material breach and fails to rebut the findings supporting the existence of such a breach, and provided that the City and the developer are unable to mutually agree to amendments to the development agreement that meet the concerns of the City, the City may, by ordinance, terminate or modify the development agreement accordingly.

**157.175. COMPLIANCE WITH STATE AND FEDERAL LAWS**

Development agreement provisions shall be subject to all state and/or federal laws enacted after the agreement is executed that effect the development and shall contain a provision acknowledging this fact.