

CYNTHIA B FORTE  
BERKELEY COUNTY  
REGISTER OF DEEDS

Po Box 6122 ~ Moncks Corner, SC 29461 (843) 719-4084

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\*\*\* THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE \*\*\*

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\*\*\* ELECTRONICALLY RECORDED DOCUMENT \*\*\*

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**Instrument #:** 2021022104  
**Receipt Number:** 212257 **Return To:**  
**Recorded As:** EREC-AMENDMENT  
**Recorded On:** May 11, 2021  
**Recorded At:** 12:07:54 PM **Received From:** SIMPLIFILE  
**Recorded By:** HELEN SEXTON **Parties:**  
**Book/Page:** RB 3805: 815 - 819 **Direct-** GOOSE CREEK CITY OF  
**Total Pages:** 5 **Indirect-** CARNES CROSSROADS ASSOCIATES LLC

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\*\*\* EXAMINED AND CHARGED AS FOLLOWS \*\*\*

**Recording Fee:** \$25.00  
**Tax Charge:** \$0.00



*Cynthia B. Forte*  
Cynthia B Forte - Register of Deeds

**2019 AMENDMENT TO THE  
CARNES CROSSROADS DEVELOPMENT AGREEMENT**

**(Book 5647, Page 1)**

This 2019 Amendment to the Carnes Crossroads Development Agreement (Book 5647, Page 1) (“Amendment”) is entered into as of June 11, 2019 by the City of Goose Creek (“City”) and Carnes Crossroads Associates, L.L.C., a Delaware limited liability company (“Developer”) (City and Developer each a “Party” and collectively the “Parties”) to amend that certain Development Agreement dated May 9, 2006 and recorded in Book 5647, Page 1 in the Berkeley County Register of Deeds Office, as amended (“Agreement”).

**RECITALS**

R-1. The Agreement provides that it may be amended by mutual consent of the Parties, their successors and designated assigns.

R-2. Capitalized terms in this Amendment shall have the meaning ascribed in the Agreement unless otherwise defined in this Amendment.

R-3 In the Agreement, the City would only impose in connection with the Development of the Real Property the Impact Fees or exactions of any kind set forth in Section 508 et. seq of its 2006 Zoning Ordinance and those fees charged by the City’s Department of Public Works as more fully set forth in Paragraph 17 of the Agreement.

R-4. The Impact Fees have been increased, amended and recodified in Section 151.087 of the City’s current zoning code.

R-5. The Developer has agreed to modify Paragraph 17 of the Agreement to allow the City to charge a higher Impact Fee than allowed under the Agreement but not as high as the fee provided by the current Section 151.087 or any future amendments.

**Now, therefore, the Parties now mutually consent to amend the Agreement as follows:**

1. Paragraph 17 is deleted in its entirety and replaced with the following language:

“The City agrees that the only Impact Fees or exactions of any kind as a result of the Development of the Real Property shall be (i) Residential (Per Unit) Fee of \$572.30 per unit and (ii) Non-Residential (Per Square Foot) of \$0.40 per square foot (collectively, the “Carnes Crossroads Impact Fees”). In the event that the Impact Fees charged by the City in 2019 are increased in the future, the Carnes Crossroads Impact Fees shall be increased in that year by the lesser of (a) 2% per annum or (b) the percentage increase to the City wide Impact Fees. In addition, the City may charge those fees charged by the City’s Department of Public Works for water impact fees. The City agrees that the fees required above, along with the improvements, parks, recreational areas and Facilities required by this Agreement, and existing improvements and Facilities shall satisfy all current and future obligations of the Property and for monetary exactions and/or the provisions or dedications of lands on the Real Property. If the City Ordinances, including but not limited to Section 151.087 of the City’s zoning code (or the rate schedule of the City’s Department of Public Works) to increase these fees, the Property Owner shall not be subject to such increases, except as provided in this Amendment. If City Ordinance (or the rate schedule of the City’s Department of Public Works) is amended to decrease these fees, the Carnes Crossroads Impact Fees shall be decreased in the same percentage as the ordinance decrease, as of the effective date of such City ordinance amendment. The Parties agree that the Property Owner need not perform any further impact assessment of the Project.”

2. All other provisions of the Agreement, as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, this 2019 Amendment to the Carnes Crossroads Development Agreement has been executed by the Parties as of the day and year first above written.

WITNESSES

CITY OF GOOSE CREEK

Natalie M Ziffer

BY: [Signature]

Greg Habib, Mayor

[Signature]

Attest: [Signature]

Kelly J. Lovette, Clerk of Council

STATE OF SOUTH CAROLINA )  
  )  
COUNTY OF BERKELEY )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this May day of 7, <sup>2021</sup>~~2019~~, by the within named CITY OF GOOSE CREEK, by Greg Habib, its Mayor and Kelly J. Lovette, its Clerk of Council.

[Signature]  
Notary Public for South Carolina  
Print Name: Lt. Ortiz-Ludlum  
My Commission Expires: \_\_\_\_\_

**My Commission Expires  
December 13, 2026**

IN WITNESS WHEREOF, this 2019 Amendment to the Carnes Crossroads Development Agreement has been executed by the Parties as of the day and year first above written.

WITNESSES

CARNES CROSSROADS ASSOCIATES, LLC

Anne Berger

William J. McKenzie

By: Willaim J. McKenzie

Michelle Feix

Its: Chief Operating Officer

STATE OF SOUTH CAROLINA )  
COUNTY OF BERKELEY )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this May day of 16, 2021, by the within named CARNES CROSSROADS ASSOCIATES, LLC, by William J. McKenzie its Chief Operating Officer

MJF  
Notary Public for South Carolina  
Print Name: Michelle Feix  
My Commission Expires: 9-8-2020

