

## **ATTACHMENT 2**

### **Revision to Condition 14(d) Proposed by Applicant**

#### **14. Public Facilities.**

(d) Fire Station/EMS Site: Applicant has agreed to and shall tender to the County a special warranty deed for a minimum three (3) acre building site located at the northeastern corner of Mann's Chapel Road and Great Ridge Parkway. The deed shall include, among other things; (1) a covenant not to exceed 24% maximum impervious surface area on the site; (2) a provision allowing a septic system but also an easement sufficient to allow for installation, maintenance and repair of an appropriate sewer collection line for connection to the Briar Chapel Utilities waste water collection system and treatment plant as well as allocated sewer capacity in the amount of no more than 400 gallons per day; (3) a covenant subjecting any structure to be constructed or placed on the site to applicable Briar Chapel Design Guidelines and Design Review Committee approval; and (4) a covenant restricting use of the parcel to Fire Station/EMS uses. North Chatham Fire Department shall have ~~fiveten~~ **(510)** years from the date of approval of this amendment to notify Briar Chapel of its intent to use the reserved sewer capacity. If the County fails to record the deed to said building site within one year of the date the deed for said building site is tendered to the County, the Conditional Use Permit obligation to donate said site shall be deemed immediately canceled and the unrecorded deed shall be returned to Applicant.

### **Revision to Condition 14(g) Proposed by County Attorney**

(g) Applicant shall subject one of the commercial lots within SD North, SD East or SD West to a reservation of 5,000 square feet of shell space, to be constructed and provided to the County at no cost or charge to the County, for the Chatham County Sheriff's Office for a satellite office (the "Reservation"). The terms of the Reservation shall be reasonably acceptable to the County, and shall provide, *inter alia*, that the satellite office shall have frontage on, and visibility from, U.S. Highway 15-501, including the right to have signage on said Highway. Because timing, size and potential commercial developers or tenants are unknown at the time of approval of this amendment to the Conditional Use Permit, the selection of which commercial lot that will be subjected to the Reservation shall be within~~entirely in~~ the reasonable and good faith discretion of Applicant, ~~and-~~ Applicant, ~~however~~, shall make good faith efforts to reserve said space within the agreement to convey the first lot located within the portion of SD West located north of Taylor Road. Upon execution of an agreement by which Applicant intends to convey land subject to the Reservation to a developer, Applicant will forward said agreement to the County. It will then be up to the County and the developer of the lot(s) to be conveyed (not the Applicant) to determine whether they can reach an agreement regarding leasing/sale, upfit and all other commercially reasonable terms for the Reservation space. Applicant's obligation will be deemed fully satisfied upon closing of the conveyance called for in the agreement that contains the Reservation irrespective of whether the County declines the space or fails to reach an agreement with the developer of the space. The County acknowledges that, within any agreement with a developer of the space, the County will be responsible for the cost of the up-fit to the provided shell space for the offices and amenities required (i.e. restrooms, showers, storage, etc.).