Proposal by the Owners regarding compromise regarding Lanier Golf course

The owners of the Lanier Golf course, as part of a potential compromise regarding the Wellstone v. Forsyth County litigation and ZA3370, are willing to offer the following points in exchange for a mutual release, dismissal of existing lawsuits, waiver of any claims related to the golf course, and full dismissal of claims and potential claims by certain designated stakeholders previously identified:

- Forsyth County will rezone the front acreage (adjacent to Buford Dam Road) of approximately 93 acres to MPD with a CUP for a CCRC *(PB note: Homeowners requested A1 zoning on those portions of the MPD/CCRC designated for gifting to Forsyth to drop suits. Alternatively, if LGC insists MPD/R3 will get them a higher valuation, and if all litigants in the Implied Easement suit were to agree to the terms of an agreement, we would ask the sellers of LGC commit to providing $2MM at the time of transfer, to be applied to golf course reconfiguration funding requirements.)*
- Forsyth County will rezone the rear acreage of approximately 79 acres to Res 3. *(PB note: Homeowners request A1 zoning to drop law suits – see above note)*
- The owners agree to donate to Forsyth County approximately 106 acres in the rear of the development ("rear acreage"), and retain approximately 68 acres of the frontage along Buford Dam road ("front acreage"). *(PB note: Homeowners request a few more acres defined by the current hole 2 tee box along Fairway Dr., which may be the best location for the future clubhouse and golf course entry point.)*
- The rear acreage will be conditioned and include a perpetual restrictive covenant filed in the records of the clerk of court that will forbid development of the rear acreage property, and will require donation of the rear acreage to Forsyth County upon any of the following occurring:
    - Sale, lease or conveyance (except via condemnation) of the front acreage property;
    - Sale, lease or conveyance (except via condemnation or conveyance to the County) of the rear acreage;
    - Any attempt at development of the front acreage property by any party;
    - Any attempt at development of the rear acreage property by any party.
    - *(PB note: County agrees to deliver a lease to a TBD entity to manage the property, upon conveyance to County, for the reconfiguration of, and/or management of the operation of a golf course on the rear acreage.)*
- The owners of the golf course shall have the right to perform necessary maintenance and limited development (without triggering the donation requirement) so long as directly related to operation of the golf course. *(PB note: to continue operating on all 170 +/- acres of the current LGC, as it does today.)*
- There shall be no time limit restrictions included in the final agreement, related to the sale/development triggers that would trigger the donation of the rear acreage to Forsyth

- With respect to the buffer/setback between the front acreage and the adjacent properties, the UDC shall control; *(PB note: This affects the homeowners along the Eastern side of the current driving range. LGC requested only the required 50' buffer/setback. But will mitigate all runoff from the MPD.)*
- Sewer to the front acreage property shall not be provided by any sewer plant or sewer facility located or constructed on the rear acreage;

_____	_____
_____	_____
Property Owners	LGC Owners