

Council Members

District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Jose Luis
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

**County Administrator**

Dennis E. Marstall

County Attorney

Ginny L. Merck-Dupont

Clerk to Council

Sherrie Simpson

November 27, 2023

6:00 PM

**101 North Main Street
Lancaster, SC 29720**

**LANCASTER COUNTY COUNCIL
County Council Chambers, County Administration
Building, 101 North Main Street, Lancaster, SC 29720**

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Jose Luis**

4. **Approval of the Agenda**

[deletion and additions of non-substantive matter]

5. **Citizens Comments**

*[Lancaster County Council welcomes comments and input from citizens who may not be able to attend Council meetings in person. Written comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@lancastersc.net or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at <https://www.mylancastersc.org/>. Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings. *Please note that any handouts presented to Council or Council Boards and Commissions become an official part of the record and a copy is attached to the legal minutes for the meeting.]*

6. **Consent Agenda**

[Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]

- a. Approval of Minutes from the November 13, 2023 County Council Regular Meeting
- b. 2nd Reading of Ordinance 2023-1881 regarding Amending the Future Land Use Designation for Property Located at 2458 Mineral Mining Road, Kershaw, SC, from Special District-Industrial to Rural Living (Applicants Charles and Ruth Strunk)

Ordinance Title: An Ordinance To Approve The Request Of Charles And Ruth Strunk To Amend The Future Land Use Map Contained In The Lancaster County, South Carolina Comprehensive Plan 2014-2024, Changing The Future Land Use Designation For Their Property Located At 2458 Mineral Mining Road, Kershaw, SC, From Special District-Industrial To Rural Living (TMS # 0098-00-037.01). - ***Planning Department Case Number: CP-2023-1197. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the Comprehensive Plan amendment. Passed 7-0 at the November 13, 2023 County Council Meeting. - Allison Hardin***

7. Non-Consent Agenda

- a. Resolution 1254-R2023 regarding Adoption of the Airport Capital Improvement Plan
Resolution Title: A Resolution To Adopt The Lancaster County Airport Capital Improvement Plan For Federal Fiscal Year 2025 Through Federal Fiscal Year 2029. - ***Dennis Marstall / Paul Moses / Ken Holt***
- b. 2nd Reading of Ordinance 2023-1877 regarding Rezoning Property Located at 1662 MacMillan Park Drive from Light Industrial (LI) to Institutional (INS) District to Convert an Existing Structure to a K-12 Private School Facility (Applicants Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC)
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 7.286 Acres (TM# 0007-00-008.05) Located At 1662 Macmillan Park Dr, From Light Industrial (LI) District To Institutional (INS) District - ***Planning Department Case Number: RZ-2023-1464. The Planning Commission recommended denial by unanimous vote and the Planning staff also recommended denial of the rezoning request. At the October 9th Council Meeting, the public hearing was held but the 1st Reading was postponed until the October 23, 2023 County Council Meeting. 1st Reading Passed 5-1 at the October 23, 2023 County Council Meeting (Billy Mosteller Opposed). At the November 13th Council Meeting, the 2nd Reading was postponed until the November 27, 2023 County Council Meeting. - Allison Hardin***
- c. 2nd Reading of Ordinance 2023-1883 regarding an Intergovernmental Agreement with the Town of Heath Springs
Ordinance Title: An Ordinance Of Lancaster County, South Carolina Authorizing The Execution Of An Intergovernmental Agreement By And Between Lancaster County, South Carolina And The Town Of Heath Springs, South Carolina; And Other Matters Relating Thereto.- ***Passed 7-0 at the November 13, 2023 County Council Meeting. - Dennis Marstall/Ginny Merck-Dupont/Allison Hardin***
- d. 2nd Reading of Ordinance 2023-1884 regarding an Intergovernmental Agreement with the Town of Kershaw
Ordinance Title: An Ordinance Of Lancaster County, South Carolina Authorizing The Execution Of An Intergovernmental Agreement By And Between Lancaster County, South Carolina And The Town Of Kershaw, South Carolina; And Other Matters Relating Thereto.- ***Passed 7-0 at the November 13, 2023 County Council Meeting. - Dennis Marstall/Ginny Merck-Dupont/Allison Hardin***
- e. 2nd Reading of Ordinance 2023-1885 regarding Amending Article IV of Chapter 25 of the County Code
Ordinance Title: An Ordinance To Amend Article IV Of Chapter 25 Of The Lancaster County Code So As To Amend The Duties Of The Building Department, Planning Department, And The Zoning Department Per The Intent Of The Intergovernmental Agreements Signed Between Lancaster County And The Towns Of Heath Springs And Kershaw. - ***Passed 7-0 at the November 13, 2023 County Council Meeting. - Dennis Marstall/ Ginny Merck-Dupont/Allison Hardin***

8. Discussion and Action Items

- a. Appointment to the Keep Lancaster County Beautiful Board
 - John Kane as one of the District 4 Representatives to the Keep Lancaster County Beautiful

Board to fill a four year term that would expire on 06/30/2027 (1st Term)

- b. Adoption of the 2024 Calendar Meeting Schedule for Council, Committees, Boards and Commissions, and Advisory Boards and Adoption of the 2023 Holiday Schedule for the County

9. **Status of items tabled, recommitted, deferred or held**

- a. HOLD UNTIL THE 12/11/2023 COUNCIL MEETING TO COINCIDE WITH APPROVAL OF THE COMPREHENSIVE PLAN AMENDMENT - 3rd Reading of Ordinance 2023-1869 regarding Rezoning Property Located at 2458 Mineral Mining Road, Kershaw, from Light Industrial (LI) to Agricultural Residential (AR) District (Applicants Charles and Ruth Strunk)
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 6.60 Acres (TM# 0098-00-037.01) Located At 2458 Mineral Mining Road, Kershaw, From Light Industrial (LI) District To Agricultural Residential (AR) District. - ***Planning Department Case Number: RZ-2023-1197. The Planning Commission recommended approval by a vote of 5-2; however, the Planning staff recommended denial of the rezoning request. Passed 7-0 at the September 11, 2023 County Council Meeting. Passed 4-0 at the September 25, 2023 County Council Meeting (Terry Graham, Jose Luis, and Charlene McGriff Absent). - Allison Hardin***
- b. HOLD UNTIL THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1865 regarding Amending the Unified Development Ordinance related to Chapter 2, Section 2.4 District Standards for Medium Density Residential (MDR)
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance (“UDO”) Chapter 2 (District Standards), Chapter 5 (Use Regulations), And Chapter 6 (Subdivision And Infrastructure Standards) Relating To The Medium Density Residential (MDR) Zoning District, On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2023-0972. The Planning Commission recommended approval by unanimous vote. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***
- c. HOLD UNTIL THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1870 regarding Amending the Unified Development Ordinance (UDO) related to Chapter 4, Section 4.4.1 Cluster Subdivision Overlay Standards
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance (“UDO”) Sections 4.4.1 (Cluster Subdivision Overlay District) On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2023-0973. The Planning Commission recommended approval by a vote of 5-0. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***
- d. HOLD UNTIL 12/11/2023 FOR CORRECTED PUBLIC HEARING NOTICE TO BE RUN - Public Hearing and 3rd Reading of Ordinance 2023-1880 regarding Amending the Fiscal Year 2023-2024 Budget Related to Land Acquisition and Sheriff's Uniforms
Ordinance Title: An Ordinance To Amend Ordinance No. 2023-1849, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (FY 2023-2024), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. - ***Passed 6-0 at the October 23, 2023 County Council Meeting (Charlene McGriff Absent). Passed 7-0 at the November 13, 2023 County Council Meeting. - Dennis Marstall / Veronica Thompson***

10. **Executive Session**

[motions from Members may follow]

- a. One Item:
 - 1. ***Discussion of personnel matters pursuant to South Carolina Code of Laws 30-4-70(a)(1) related to the County Administrator's Office.***

11. Items Requiring a Vote Following Executive Session

12. Adjournment

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Council agendas are posted at the Lancaster County Administration Building and are available on the Website: www.mylancastersc.org

Meetings are live streamed and can be found by using the following link:

<https://www.youtube.com/@LancasterCoSCGov/streams>

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Lauren Hill / Deputy Clerk to Council / Administration

Department: County Clerk

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Approve or amend the minutes from the November 13, 2023, County Council regular meeting.

Points to Consider:

The draft minutes from the November 13, 2023, County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:

There are no funding or liability factors regarding approval of minutes.

Recommendation:

Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 11-13-2023 County Council Regular Meeting	11/20/2023	Backup Material

Council Members

District 1: Terry Graham
District 2: Charlene McGriff
District 3: Billy Mosteller, Secretary
District 4: Jose Luis
District 5: Steve Harper, Chair
District 6: Allen Blackmon
District 7: Brian Carnes, Vice-Chair

**County Administrator**

Dennis E. Marstall

County Attorney

Ginny L. Merck-Dupont

Clerk to Council

Sherrie Simpson

November 13, 2023

6:00 PM

**101 North Main Street
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MINUTES

Council Members Present: Allen Blackmon, Brian Carnes, Steve Harper, Billy Mosteller, Charlene McGriff, Terry Graham, and Jose Luis.

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Lauren Hill, Deputy Clerk to Council/Administrative Assistant; Stephany Snowden, Deputy County Administrator; Allison Hardin, Development Services Director; Veronica Thompson, Financial Services Division Director; Brian Fulk, Economic Development Director; Greg Nicholson, Pleasant Valley Fire Department Chief; Chris Miller, Indian Land Fire Department Chief; the press; various elected officials; various Department Heads; various employees; and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News*, *Kershaw News Era*, *The Rock Hill Herald*, Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order Regular Meeting - Chairman Steve Harper

Chairman Steve Harper called the regular meeting of County Council to order at approximately 6:00 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting, and welcomed back Charlene McGriff.

Pledge of Allegiance and Invocation - Council Member Allen Blackmon

Allen Blackmon led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Brian Carnes moved to approve the agenda. Seconded by Charlene McGriff. Motion Passed 7-0.

Citizens Comments

The following citizens signed up for and spoke during Citizen Comments:

1. John Baker, Heath Springs, SC, spoke regarding illegally parked cars in front of fire stations, specifically McDonald Green Fire Department.
2. Revery Johnson, Indian Land, SC, spoke regarding equitable resources for all Lancaster County residents, and the lack of fire stations that serve the Indian Land area of the County.
3. Roxanne LaChance, Indian Land, SC, spoke regarding development concerns in the Indian Land area of the County.
4. Brian Cillian, Waxhaw, NC, spoke regarding the 2nd Reading of Ordinance 2023-1877 and requested that Council defer the reading until the next Council meeting, which will be held on November 27, 2023.

The following citizens submitted electronic, written comments for Citizen Comments:

1. Nicole Brevard, Lancaster, SC, wrote in regarding the need for emergency funding and public assistance in Lancaster County for single-parent and low-income families. A copy of her comments were provided to Council and a physical copy of her written comments are attached as Schedule A to the written minutes in the Clerk to Council's office.

Special Presentations

Penry Gustafson provided Council with an update on State legislature items. Ms. Gustafson highlighted items that have recently been passed by the South Carolina Senate to include healthcare, teacher salaries, drug trafficking, and guardianship related issues. She also gave insight on upcoming items that are in the preliminary stages.

Amanda Roberts, District Manager of the Lancaster County Sewer and Water Conservation District, provided an overview of how the library and her agency partnered together to implement the Lancaster County Seed Library. This program allowed residents to pick up free seeds from the three County libraries. The program helped prevent hunger in the County and increased library usage. The library distributed 3,000 packets of seeds between February and June 2023.

Susannah Baker, the Children's Librarian, provided an overview of the 2023 summer reading program. Approximately 5,500 residents attended a program over the summer at one of the County libraries.

The County recognized the following volunteer commission members that served on both the Indian Land Fire Fee Protection District Commission and the Pleasant Valley Fire Fee Protection District Commission:

Indian Land Fire Fee Protection District Commission Members

- Scott McMullen
- Eileen White
- William Parker, Chair
- Mark Scheiring

Pleasant Valley Fire Fee Protection District Commission Members

- Richard Vander Kaay
- Stephen Blackwelder
- Brian Endres, Chair
- Revery Johnson
-

Brian Carnes, Terry Graham and Jose Luis thanked the volunteer members for their leadership and service.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item 7 a . and 7 b. [which are the same as Item a. and b. listed below]. Seconded by Charlene McGriff. The Consent Agenda items passed by a vote of 7-0.

- a. **Approval of Minutes from the October 11, 2023 County Council Committee of the Whole Meeting**
- b. **Approval of Minutes from the October 23, 2023 County Council Regular Meeting**

Non-Consent Agenda

Public Hearing and 3rd Reading of Ordinance 2023-1878 regarding Authorization for a Fee In Lieu of Tax and Incentive Agreement with Project Lathe

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement Between Lancaster County, South Carolina And Horton Machine And Custom Design, Inc. Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund; And To Provide For Other Matters Related Thereto.

Allen Blackmon moved to approve the 3rd Reading of Ordinance 2023-1878. Seconded by Jose Luis.

Brian Fulk identified Project Lathe to be Horton Machine and Design, of Heath Springs, SC.

Steve Harper opened the Public Hearing for Ordinance 2023-1878 at approximately 6:45 p.m. He noted that no one signed up to speak at the Public Hearing for the Ordinance. There were approximately 25 citizens, including staff members, in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None. Steve Harper closed the Public Hearing at approximately 6:45 p.m.

There was no discussion from Council. The 3rd Reading of Ordinance 2023-1878 Passed by a vote of 7-0.

2nd Reading of Ordinance 2023-1880 regarding Amending the Fiscal Year 2023-2024 Budget Related to Land Acquisition and Sheriff's Uniforms

Ordinance Title: An Ordinance To Amend Ordinance No. 2023-1849, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (FY 2023-2024), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto.

Brian Carnes moved to approve the 2nd Reading of Ordinance 2023-1880. Seconded by Jose Luis.

Veronica Thompson presented the Budget Amendment and noted no changes since the 1st Reading.

There was no discussion from Council. The 2nd Reading of Ordinance 2023-1880 Passed by a vote of 7-0.

2nd Reading of Ordinance 2023-1877 regarding Rezoning Property Located at 1662 MacMillan Park Drive from Light Industrial (LI) to Institutional (INS) District to Convert an Existing Structure to a K-12 Private School Facility (Applicants Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 7.286 Acres (TM# 0007-00-008.05) Located At 1662 Macmillan Park Dr, From Light Industrial (LI)

District To Institutional (INS) District - ***Planning Department Case Number: RZ-2023-1464.***

Brian Carnes made a motion to defer the 2nd Reading of Ordinance 2023-1877. Seconded by Jose Luis. The 2nd Reading of Ordinance 2023-1877 was deferred to the next Regular Council meeting, which will be held on November 27, 2023, by a vote of 7-0.

Council reviewed their thoughts on the rezoning with a Council member who had been absent for the 1st Reading.

Public Hearing and 1st Reading of Ordinance 2023-1881 regarding Amending the Future Land Use Designation for Property Located at 2458 Mineral Mining Road, Kershaw, SC, from Special District-Industrial to Rural Living (Applicants Charles and Ruth Strunk)

Ordinance Title: An Ordinance To Approve The Request Of Charles And Ruth Strunk To Amend The Future Land Use Map Contained In The Lancaster County, South Carolina Comprehensive Plan 2014-2024, Changing The Future Land Use Designation For Their Property Located At 2458 Mineral Mining Road, Kershaw, SC, From Special District-Industrial To Rural Living (TMS # 0098-00-037.01). - ***Planning Department Case Number: CP-2023-1197.***

Jose Luis moved to approve the 1st Reading of Ordinance 2023-1881. Seconded by Allen Blackmon.

Allison Hardin and Council discussed that the location of the proposed rezoning backs up to a landfill; however, they noted that the properties in the surrounding area are zoned Rural Living, so the rezoning request aligns with what is existing.

Steve Harper opened the Public Hearing for Ordinance 2023-1881 at approximately 6:57 p.m. He noted that no one signed up to speak at the Public Hearing for the Ordinance. There were approximately 25 citizens, including staff members, in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None. Steve Harper closed the Public Hearing at approximately 6:57 p.m.

Council requested that the 2nd Reading be moved to the Consent Agenda for the next Council meeting.

The 1st Reading of Ordinance 2023-1881 Passed by a vote 7-0.

Public Hearing and 1st Reading of Ordinance 2023-1882 regarding Amending the Unified Development Ordinance (UDO) regarding Section 5.5 and Section 10.3 relating to Adding Regulations for Onsite Auctions

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance (“UDO”) Chapters 2, 5, And 10 To Include A New Use Definition For “Auction,” To Create “Auction” As A Special Exception, And To Establish The Conditions For The Use, On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2023-1687.***

Allison Hardin noted that the applicant of the Text Amendment withdrew their application prior to the start of the meeting. No Public Hearing was held, and no vote was taken.

1st Reading of Ordinance 2023-1883 regarding an Intergovernmental Agreement with the Town of Heath Springs

Ordinance Title: An Ordinance Of Lancaster County, South Carolina Authorizing The Execution Of An Intergovernmental Agreement By And Between Lancaster County, South Carolina And The Town Of Heath Springs, South Carolina; And Other Matters Relating Thereto.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2023-1883. Seconded by Terry Graham.

Allison Hardin presented the Intergovernmental Agreement and noted that the agreement provided Lancaster

County the legal ability to support the Town of Heath Springs with inspection and permitting services. She noted that the Intergovernmental Agreement will be terminable at will, and provides that Council can renegotiate or amend the agreement at any time. Jose Luis and Billy Mosteller voiced concerns regarding the lack of additional fees for the municipalities included within the Intergovernmental Agreements. Ms. Hardin noted that staff would create an annual report of services provided through the Intergovernmental Agreement, along with the revenue that was generated.

The 1st Reading of Ordinance 2023-1883 Passed by a vote of 7-0.

1st Reading of Ordinance 2023-1884 regarding an Intergovernmental Agreement with the Town of Kershaw

Ordinance Title: An Ordinance Of Lancaster County, South Carolina Authorizing The Execution Of An Intergovernmental Agreement By And Between Lancaster County, South Carolina And The Town Of Kershaw, South Carolina; And Other Matters Relating Thereto.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2023-1884. Seconded by Allen Blackmon.

Allison Hardin presented the Intergovernmental Agreement and noted that the agreement provided Lancaster County the legal ability to support the Town of Kershaw with inspection and permitting services. She noted that the Intergovernmental Agreement was terminable at will, and provides that Council can renegotiate or amend the agreement at any time. Jose Luis and Billy Mosteller voiced concerns regarding the lack of additional fees for the municipalities included within the Intergovernmental Agreements. Ms. Hardin noted that staff would create an annual report of services provided through the Intergovernmental Agreement, along with the revenue that was generated.

The 1st Reading of Ordinance 2023-1884 Passed by a vote of 7-0.

1st Reading of Ordinance 2023-1885 regarding Amending Article IV of Chapter 25 of the County Code

Ordinance Title: An Ordinance To Amend Article IV Of Chapter 25 Of The Lancaster County Code So As To Amend The Duties Of The Building Department, Planning Department, And The Zoning Department Per The Intent Of The Intergovernmental Agreements Signed Between Lancaster County And The Towns Of Heath Springs And Kershaw.

Charlene McGriff moved to approve the 1st Reading of Ordinance 2023-1885. Seconded by Terry Graham.

Ginny Merck-Dupont noted that this amendment was a companion to proposed Ordinance 2023-1883 and Ordinance 2023-1884, and would refine the current County Code. She noted that this amendment would outline the services that the County could provide to other municipalities. She further explained that the amendment referenced the County's Planning Commission, and noted that the Commission already included a member that represented the County district that included the Towns of Heath Springs and Kershaw.

The 1st Reading of Ordinance 2023-1885 Passed by a vote of 7-0.

Discussion and Action Items

Appointment to the Catawba Regional Workforce Development Board

- Laura Haynes to the Catawba Regional Workforce Development Board to fill a three year term that would expire on 12-31-2026 (1st Term)

Billy Mosteller moved to appoint Laura Haynes to the Catawba Regional Workforce Development Board. Seconded by Brian Carnes. The motion Passed by a vote of 7-0.

Review of the 2024 Calendar Meeting Schedule for Council, Committees, Boards and Commissions

and Advisory Boards for Changes, Additions or Deletions

(Adoption of the 2024 Calendar and Holiday Observances are scheduled for the November 27, 2023 Council meeting.)

There was no discussion from Council and a vote was not taken. Council was asked to contact the Clerk if they noticed any edits that needed to be made to the calendars.

Status of items tabled, recommitted, deferred or held

- a. HOLD UNTIL THE 12/11/2023 COUNCIL MEETING TO COINCIDE WITH APPROVAL OF THE COMPREHENSIVE PLAN AMENDMENT - 3rd Reading of Ordinance 2023-1869 regarding Rezoning Property Located at 2458 Mineral Mining Road, Kershaw, from Light Industrial (LI) to Agricultural Residential (AR) District (Applicants Charles and Ruth Strunk)
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 6.60 Acres (TM# 0098-00-037.01) Located At 2458 Mineral Mining Road, Kershaw, From Light Industrial (LI) District To Agricultural Residential (AR) District. - ***Planning Department Case Number: RZ-2023-1197. The Planning Commission recommended approval by a vote of 5-2; however, the Planning staff recommended denial of the rezoning request. Passed 7-0 at the September 11, 2023 County Council Meeting. Passed 4-0 at the September 25, 2023 County Council Meeting (Terry Graham, Jose Luis, and Charlene McGriff Absent). - Allison Hardin***
- b. HOLD UNTIL THE 11/15/2023 COMMITTEE OF THE WHOLE MEETING AND THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1865 regarding Amending the Unified Development Ordinance related to Chapter 2, Section 2.4 District Standards for Medium Density Residential (MDR)
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance (“UDO”) Chapter 2 (District Standards), Chapter 5 (Use Regulations), And Chapter 6 (Subdivision And Infrastructure Standards) Relating To The Medium Density Residential (MDR) Zoning District, On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2023-0972. The Planning Commission recommended approval by unanimous vote. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***
- c. HOLD UNTIL THE 11/15/2023 COMMITTEE OF THE WHOLE MEETING AND THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1870 regarding Amending the Unified Development Ordinance (UDO) related to Chapter 4, Section 4.4.1 Cluster Subdivision Overlay Standards
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance (“UDO”) Sections 4.4.1 (Cluster Subdivision Overlay District) On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2023-0973. The Planning Commission recommended approval by a vote of 5-0. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***

There was no discussion regarding the status of any tabled, recommitted, deferred or held items.

Executive Session

One Item:

1. ***Receipt of legal advice subject to the attorney-client privilege regarding funding for capital projects.***

Steve Harper stated that he needed a motion to go into Executive Session for the receipt of legal advice subject to attorney-client privilege regarding funding for capital projects, and asked that the Chief Financial Officer and Public Works Director be invited into Executive Session for Item 1. Jose Luis stated that he so moved. Seconded by Allen Blackmon. The motion to go into Executive Session Passed 7-0. At approximately 7:33 p.m., Council went into Executive Session.

Items Requiring a Vote Following Executive Session

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 8:04 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Billy Mosteller. The motion to come out of Executive Session passed by a vote of 7-0. Upon returning to open session, Ginny Merck-Dupont noted that during Executive Session, Council received legal advice subject to attorney-client privilege regarding funding for capital projects. She stated that, during Executive Session, no motions were made, and no votes were taken.

Adjournment

Jose Luis moved to adjourn the Council meeting. Seconded by Terry Graham. The motion to adjourn Passed 7-0.

There being no further business, the regular meeting of Council adjourned at approximately 8:04 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1881 / Planning Case Number: CP-2023-1197

Contact Person / Sponsor: M. Blaszyk / Planning Department

Department: County Clerk

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Application by Lancaster County to amend the future land use designation of one parcel totaling 6.6 acres located at 2458 Mineral Mining Road (TM #0098-00-037.01) from Special District- Industrial to Rural Living.

Points to Consider:

Associated with Ordinance 2023-1869 (RZ-2023-1197) Strunk rezoning heard 8/15/2023 (LI to AR)

Council recommended that a Comprehensive Plan Amendment be approved at the same time the rezoning is approved. This would make the proposed rezoning and stable for the family's horses consistent with the Comprehensive Plan.

The proposed use is consistent with the land uses in the area.

Funding and Liability Factors:

N/A

Recommendation:

Planning Commission recommended unanimous approval during their October Regular Meeting. Staff also recommends approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1881	11/7/2023	Ordinance
Staff Report	10/10/2023	Exhibit
Application	9/18/2023	Exhibit
Plat	10/10/2023	Exhibit
Location Map	10/4/2023	Exhibit
Special District - Industrial FLU	10/10/2023	Exhibit
Rural Living FLU	10/10/2023	Exhibit

STATE OF SOUTH CAROLINA	)	
	)	ORDINANCE NO. 2023-1881
COUNTY OF LANCASTER	)	

AN ORDINANCE

TO APPROVE THE REQUEST OF CHARLES AND RUTH STRUNK TO AMEND THE FUTURE LAND USE MAP CONTAINED IN THE LANCASTER COUNTY, SOUTH CAROLINA COMPREHENSIVE PLAN 2014-2024, CHANGING THE FUTURE LAND USE DESIGNATION FOR THEIR PROPERTY LOCATED AT 2458 MINERAL MINING ROAD, KERSHAW, SC, FROM SPECIAL DISTRICT-INDUSTRIAL TO RURAL LIVING (TMS # 0098-00-037.01).

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) the Comprehensive Plan divides the areas of the county into a variety of categories.
- (b) Charles and Ruth Strunk (hereafter "applicants") have submitted an amendment to the future land use (FLU) designation for 6.6 acres of property they own at 2458 Mineral Mining Rd, Kershaw, SC 29067 (TMS 0098-00-037.01) from Special District – Industrial to Rural Living, contemporaneous with the application to rezone the parcels (proposed Ordinance 2023-1869 / RZ-2023-1197).
- (c) the adopted Future Land Use Map contained in the Land Use Element of the Comprehensive Plan shows that the proposed rezoning of the parcels is inconsistent with the Future Land Use Map
- (d) the applicant's residential use on the parcel is a grandfathered non-conforming use but the applicant desires to expand to build a stable for horses.
- (e) Accordingly, if Lancaster County Council is to favorably consider the rezoning request of the applicants, Council must adopt an amendment to the Future Land Use Map, changing the area from Special District -Industrial to Rural Living.

Section 2. Amendment of the Future Land Use Map.

The Future Land Use Map contained in the Land Use Element of the *Lancaster County Comprehensive Plan 2014-2024* is amended by changing the area containing the following property as identified by tax map number or other appropriate identifier from Special District-Industrial to Rural Living:

Tax Map# 0098-00-037.01

2458 Mineral Mining Rd, Kershaw, SC 29067

Section 3. Severability.

If any section, subsection, or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance, to the extent to of the conflict, supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: November 13, 2023
Public Hearing: November 13, 2023
Second Reading: November 27, 2023
Third Reading: December 11, 2023

Approved as to form:

Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to amend the future land use designation of one parcel totaling approximately 6.60 acres in size. The purpose of this request is to ensure Comprehensive Plan consistency with a proposed Agricultural Residential (AR) District rezoning request (RZ-2023-1197) for the same property.
PROPERTY LOCATION:	2458 Mineral Mining Road (TM# 0098-00-037.01)
CURRENT FLU Category:	Special District-Industrial
PROPOSED FLU Category	Rural Living
APPLICANT:	Lancaster County
COUNCIL DISTRICT:	District 6, Allen Blackmon
STATUTORY NOTICES:	Hearing notice published in The Lancaster News 9/16/2023 Signs posted 9/15/2023 Mailed notices 9/12/2023 Posted agenda in lobby 10/10/2023

OVERVIEW:

Proposal/Site information

Lancaster County is requesting an amendment to the Future Land Use (FLU) designation from Special District-Industrial to Rural Living for the subject property in RZ-2023-1197. The intent of the rezoning and subsequent FLU amendment is to allow the residents of 2458 Mineral Mining Road to construct a stable to house the family's horses on the property.

Under the current Light Industrial Zoning of the property, according to section 2.5 of the Unified Development Ordinance, the proposed use is not allowed. Therefore, the residents have requested to rezone the property allowing the proposed use to be permitted. The requested AR Zoning District is not consistent with the existing Special District-Industrial future land use designation.

The subject parcel and all adjacent parcels on the North side of Mining Road are designated Special District Industrial. All the parcels on the South Side of Mining Road are designated Rural Living (see Figure 1).

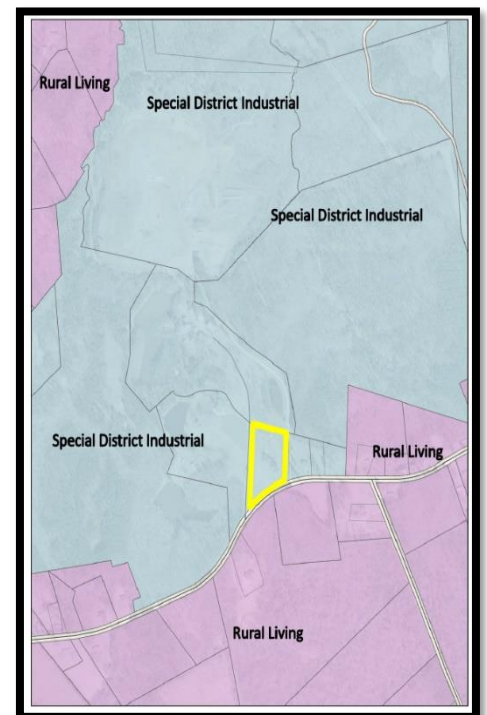


Figure 1

ANALYSIS & FINDINGS:

Future Land Use Categories

Special District-Industrial

The existing future land use designation of this property is Special District- Industrial (*see Appendix A of Comp Plan*). The Comprehensive Plan defines this Community Type as the following “includes both heavy and light manufacturing, from clean and green data handling complexes to manufacturing / extraction / distribution processes or power plants that require careful environmental management. These uses usually require considerable land areas and are set aside from other development for environmental or security concerns, or for reasons of heavy truck traffic flow”.

Current Future Land Use Category Industrial Center: Land Use Considerations		
Factory	Heavy Assembly Plant	Regional Warehouse/ Trucking Distribution
Landfill/Quarry	Lighting Manufacturing and Assembly	Laboratory
Data Handling Plant	Natural Area	

Rural Living

The requested future land use designation is Rural Living (*see Appendix A of Comp Plan*). The Comprehensive Plan defines this Community Type as the following: “includes a variety of residential types, from farmhouses to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations”.

Proposed Future Land Use Category Rural Living: Land Use Considerations		
Cultivated Farmland	Woodlands/Timber Harvesting	Livestock/Arable
Natural Area	Single-Family Detached Home	Smaller-lot Single-Family and Townhomes
Mobile Home	Barns/Storage	Light Industrial (Ancillary to Farming)
Church	Gas Station	Convenience Store/Hardware Store/Restaurant

Compatibility with Surrounding Area

As stated above in the *Site Information*, the project is adjacent to the proposed Rural Living Future Land Use designation and adjacent to other residential uses.

Photos of the Project Area



Facing Subject Property



Facing Subject Property off Mineral Mining Road



Facing East on Mineral Mining Road



Figure 2 Facing West on Mineral Mining Road

STAFF RECOMMENDATION:

Staff recommends **approval** of this Comprehensive Plan Amendment to bring the associated RZ-2023-1197 to conformity with the current Comprehensive Plan.

ATTACHMENTS:

1. Comprehensive Plan Amendment Request
2. Recorded Plat
3. Location Map/ Zoning Map
4. Special District-Industrial Community Type
5. Rural Living Community Type

STAFF CONTACT:

Matthew Blaszyk, Planner
mblaszyk@lancastersc.net | 803-416-9380

FUTURE LAND USE MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner(s)
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 2458 Mineral Mining Road
City Lancaster State SC Zip 29720 Tax Parcel ID 0098-00-037.01
Current Zoning L1 (Rezoning to AR) Current FLU Special District - Industrial
Proposed FLU: Rural Living
Total Acres 6.6 Surrounding Property Description L1 - Landfill,
closed mineral mine; AR residential and agricultural
Is there a Rezoning Application associated with this request? yes RZ-2023-1197
Intended Use/Reason for change in use bring existing residential property
into conformity and allow accessory structure (barn)

CONTACT INFORMATION

Applicant Name Lancaster County
Address 101 N. MAIN ST.
City LANCASTER State SC Zip 29720 Phone 803-285-6005
Email mblaszyk@lanasteresc.net PLANNING DEPT.
Property Owner Name Charles & Ruth Strunk
Address 2458 Mineral Mining Rd.
City Kershaw State SC Zip 29067 Phone 803-325-5036
Email cstrunk5040@gmail.com

APPLICATION CERTIFICATIONS

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Anna S. Munster
Applicant

9-14-23
Date

Charles Stal *Ben C. Stal*
Property Owner(s)

9/13/23
Date

ATTACH OWNER'S NOTARIZED WRITTEN AUTHORIZATION WITH PROPERTY
INFORMATION IF THE APPLICANT IS NOT THE OWNER

SCHEDULE/PROCESS

Submission of Application

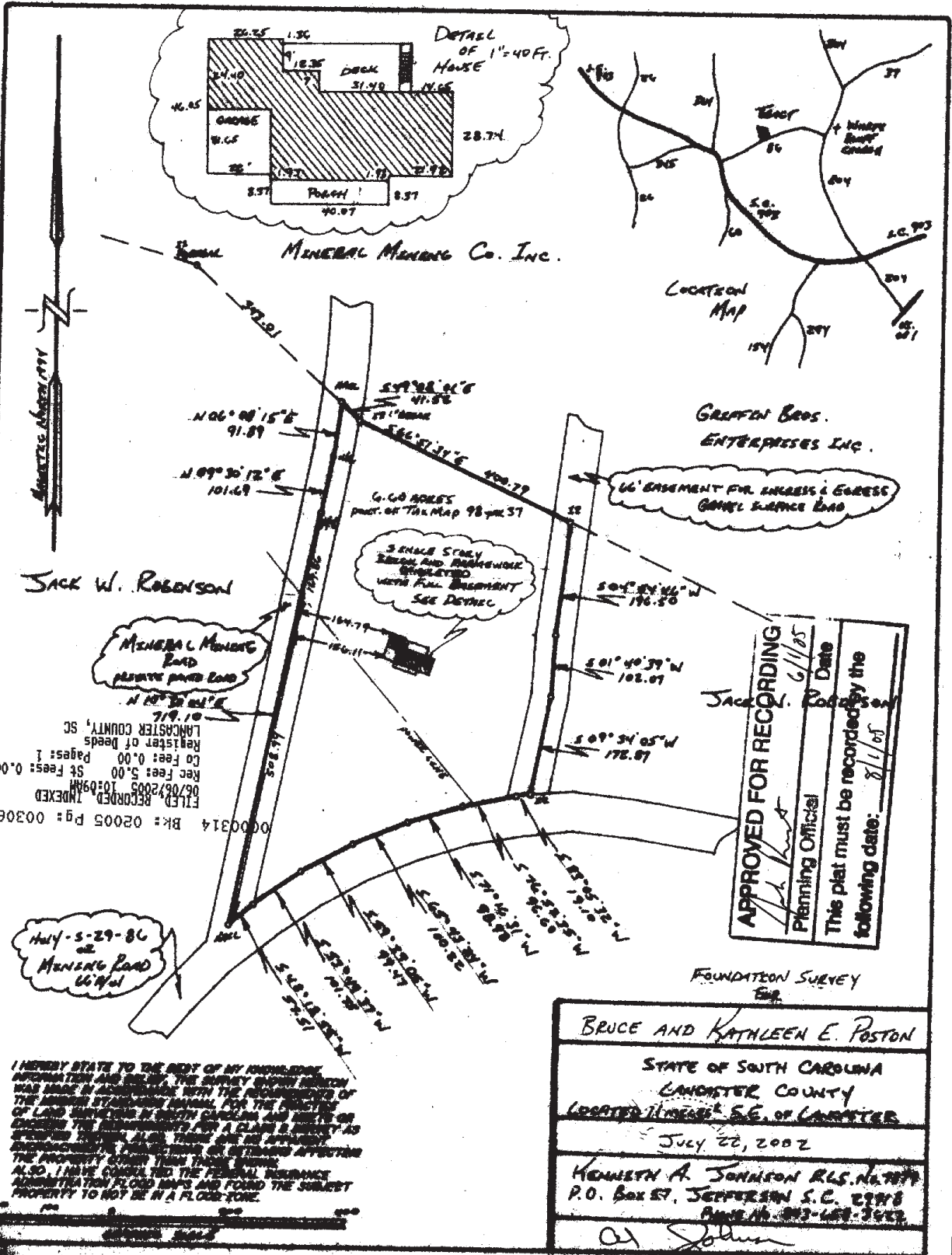
- Please schedule a pre-submittal meeting with planning staff to answer questions and prevent delays.
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month. Once an application is submitted, it is placed on an upcoming Planning Commission agenda.
- If the application is intended to amend the use of only a portion of an existing parcel then a survey subdividing the lot will need to be approved by staff prior to the Planning Commission hearing. This survey, and a deed for the newly created parcel, will need to be recorded no later than the second reading at County Council.
- An application withdrawal should be made in writing and received PRIOR TO PUBLIC NOTICE in order to receive a refund. If notice has been published, fee cannot be refunded.

Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on amending FLU, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00 pm on the first Monday of the month to make arrangements.

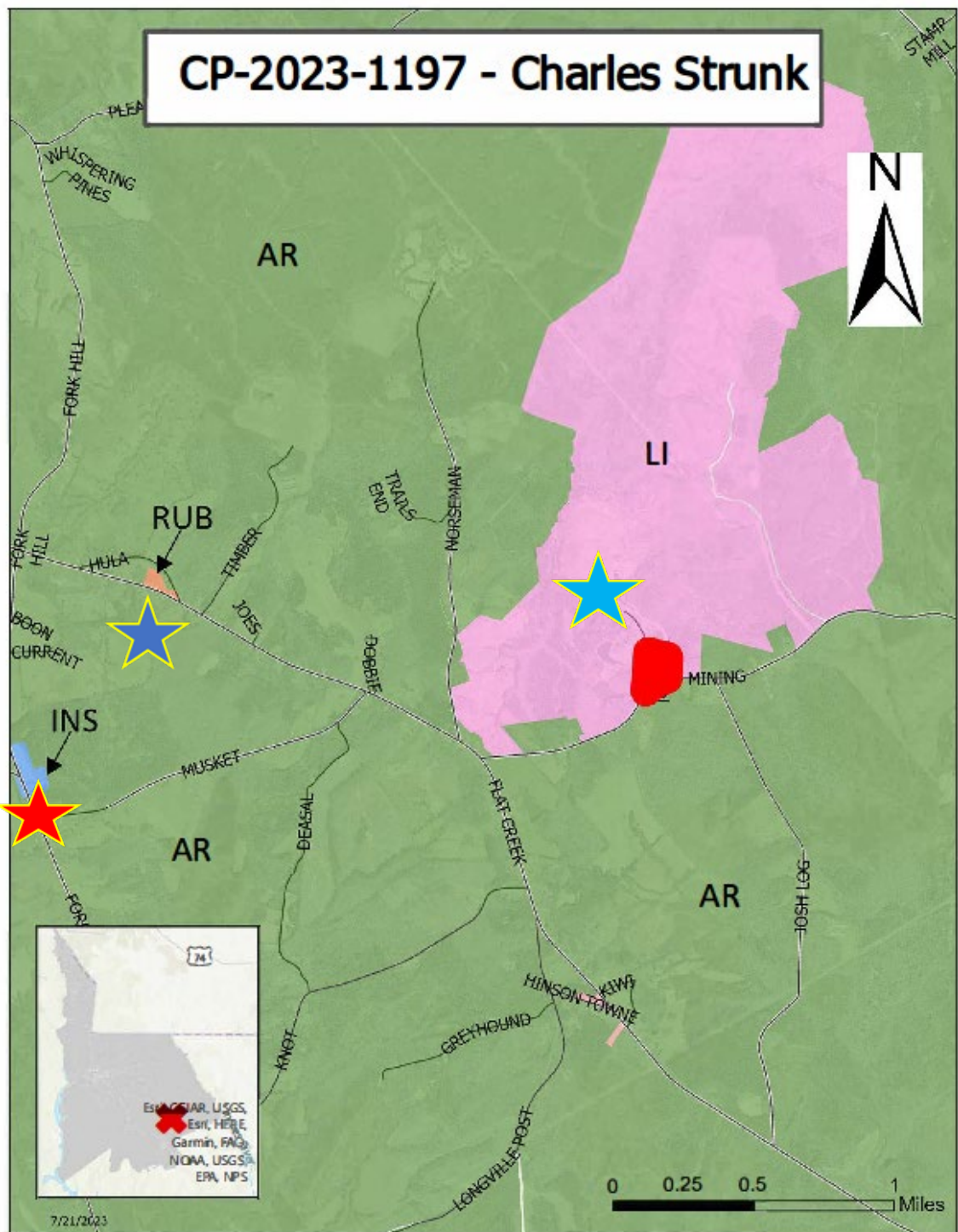


FILED, RECORDED, INDEXED
06/06/2005 10:09AM
Pg: 02005 Pg: 00306

July 5-29-86
at
MINING ROAD
66/4/01

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINERAL STATUTES OF THE STATE OF SOUTH CAROLINA AND IN THE EXERCISE OF LAND SURVEYING IN SOUTH CAROLINA AND IN THE EXERCISE OF THE MINERAL STATUTES FOR A CLAIM & SURVEY AS SPECIFIED THEREIN. ALSO, THERE ARE NO ATTACHED ENCUMBRANCES, EASEMENTS OR INTERESTS AFFECTING THE PROPERTY SHOWN THEREON. ALSO, I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD MAPS AND FOUND THE SUBJECT PROPERTY TO NOT BE IN A FLOOD ZONE.

BRUCE AND KATHLEEN E. POSTON	
STATE OF SOUTH CAROLINA LANCASTER COUNTY LOCATED 11 MILES S.E. OF LANCASTER	
July 22, 2002	
KENNETH A. JOHNSON R.L.S. No. 7777 P.O. Box 57, JEFFERSON S.C. 29788 Phone No. 803-468-3422	
at John	





Lancaster
County
South Carolina

Proposal:
Special District-Industrial to
Rural Living



Subject Property



Trading Post



Fork Hill Baptist Church



Mining Road Landfill

Industrial Center

The Community Type “Industrial Center” includes both heavy and light manufacturing, from clean and green data handling complexes to manufacturing / extraction / distribution processes or power plants that require careful environmental management. These uses usually require considerable land areas and are set aside from other development for environmental or security concerns, or for reasons of heavy truck traffic flow.

Place Types Included:

- Heavy Industrial Center (HIC)
- Light Industrial Center (LIC)

Form & Pattern

The form and pattern table displays generalized development characteristics associated with the place type. Working together, these elements reinforce a sense of place and community brand important to distinguishing development in this category from others in the region.

Land Use Considerations

Land uses listed for the community type represent typical development in the category. They are not meant to be an exhaustive list of all permitted or conditional uses that would be allowed in the place type.

- Factory
- Heavy Assembly Plant
- Regional Warehouse / Trucking Distribution
- Landfill / Quarry
- Light Manufacturing and Assembly
- Laboratory
- Data Handling Plant
- Natural Area

Form & Pattern	
General Development Pattern	Separate Uses
Residential Density	N/A
Non-Residential Intensity	.10-.20 FAR ²
Prevailing Building Height	1-2 Stories
Transportation Choices	Auto/Trucks/Rail
Typical Block Length	N/A
Open Space Elements	Natural Areas
Street Pattern	Curvilinear
Street Connectivity	Low
Parking Provisions	Surface Lot
Typical Street Cross Section	Suburban

¹(D.U.) - Dwelling Unit ²(FAR) - Floor Area Ratio
³(S.F.) - Square Feet ⁴(LF) - Linear Feet



Heavy Industrial Center



Light Industrial Center



Heavy Industrial Center

Rural Living

The Community Type “Rural Living” includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded “conservation subdivisions” whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.

Place Types Included:

- Working Farm (WF)
- Rural Living (RL)
- Conservation-based Subdivision (CBS)
- Rural Crossroads (RC)

Form & Pattern

The form and pattern table displays generalized development characteristics associated with the place type. Working together, these elements reinforce a sense of place and community brand important to distinguishing development in this category from others in the region.

Land Use Considerations

Land uses listed for the community type represent typical development in the category. They are not meant to be an exhaustive list of all permitted or conditional uses that would be allowed in the place type.

- Cultivated Farmland
- Woodlands / Timber Harvesting
- Livestock / Arable
- Natural Area
- Single-Family Detached Home
- Smaller-lot Single Family and Town Homes
- Mobile Home
- Barns / Storage
- Light Industrial (ancillary to farming)
- Church
- Gas Station
- Convenience Store / Hardware Store / Restaurant

Form & Pattern		
General Development Pattern		Separate Uses
Residential Density		.05-.25 DU ¹ /A
Non-Residential Intensity		.05-.20 FAR ²
Prevailing Building Height		1-2 Stories
Transportation Choices		Auto
Typical Block Length		N/A
Open Space Elements	Natural Areas/Stream Corridors	
Street Pattern		Curvilinear
Street Connectivity		Low
Parking Provisions		Private Drive
Typical Street Cross Section		Rural/Suburban

¹(D.U.) - Dwelling Unit ²(FAR) - Floor Area Ratio
³(S.F.) - Square Feet ⁴(LF) - Linear Feet



Rural Crossroads



Working Farms



Rural Living

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1254-R2023

Contact Person / Sponsor: Dennis Marstall / Administration and Ken Holt / Holt Consulting

Department: Attorney

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Council is being asked to adopt the FY25 - FY29 Airport Capital Improvement Plan (CIP) via Resolution 1254-R2023.

Points to Consider:

Council reviewed the FY25 - FY29 Airport CIP during the 11-15-2023 Committee of the Whole meeting.

Funding and Liability Factors:

The funding is listed on the plan.

Recommendation:

Adopt the FY25 - FY29 Airport Capital Improvement Plan via Resolution 1254-R2023.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1254-R2023	11/20/2023	Resolution
Airport Capital Improvement Plan for FY25 - FY29	11/17/2023	Backup Material

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1254-R2023

A RESOLUTION

**TO ADOPT THE LANCASTER COUNTY AIRPORT
CAPITAL IMPROVEMENT PLAN FOR
FEDERAL FISCAL YEAR 2025 THROUGH FEDERAL FISCAL YEAR 2029.**

Be it resolved by the Council of Lancaster County, South Carolina:

Section 1. Adoption by County Council.

By way of Resolution Number 1254-R22023 the Lancaster County Council hereby adopts the Lancaster County Airport Capital Improvement Plan FFY 2025 – FFY 2029 which is attached hereto.

Section 2. Authority to Act.

The County Administrator, County Chief Financial Officer and any other appropriate County official are each authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution.

Section 3. Conflicting Provisions.

To the extent this resolution contains provisions that conflict with provisions contained elsewhere in other Lancaster County resolutions, policies, procedures and actions, the provisions contained in this resolution supersede all other provisions and this resolution is controlling.

Section 4. Severability.

If any section, subsection or clause of this resolution is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 5. Effective Date.

This resolution is effective upon its adoption.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

Approved as to form:

Virginia “Ginny” Merck-Dupont, County Attorney

FY25 - FY29 Capital Improvement Plan

LOC ID

LKR

					Project Funding Plan					
FAA Fiscal Year	Project Name and Brief Description	National Priority Ranking (NPR)	AIP Eligibility - Reference AIP Handbook	Pavement Rehabilitation Projects Insert PCI	Total Project Cost	AIP Entitlements (150,000 per/yr)	BIL/AIG Infrastructure Funding (159,000 per/yr)	State Participation	Sponsor Participation	PFC Funds
2024	(Ancillary Improvements Site Work) Construction - Reimbursement	N/A	Page N-10, Table N-7, (e.)	N/A	\$0	\$0	\$145,000	\$8,056	\$0	N/A
	Carry Over AIP Entitlement Funding (Hangar Design & Construction)	N/A	N/A	N/A	\$0	\$300,000	\$0	\$0	\$0	
					\$0	\$0	\$145,000	\$8,056	\$0	
	2024 TOTAL				\$0	\$0	\$145,000	\$8,056	\$0	
2025	(Ancillary Improvements Site Work) Construction - Reimbursement	N/A	Page N-10, Table N-7, (e.)	N/A	\$0	\$0	\$145,000	\$8,056	\$0	N/A
	Carry Over AIP Entitlement Funding (Hangar Design & Construction)	N/A	N/A	N/A	\$0	\$450,000	\$0	\$0	\$0	
					\$0	\$0	\$145,000	\$8,056	\$0	
	2025 TOTAL				\$0	\$0	\$145,000	\$8,056	\$0	
2026	(Ancillary Improvements Site Work) Construction - Reimbursement	N/A	Page N-10, Table N-7, (e.)	N/A	\$0	\$0	\$145,000	\$8,056	\$0	N/A
	Hangar (125' x 125') - Design	31	Page O-6, Table O-3, (f.)	N/A	\$200,000	\$180,000	\$0	\$2,000	\$18,000	
	Carry Over AIP Entitlement Funding (Hangar Construction)	N/A	N/A	N/A	\$0	\$420,000	\$0	\$0	\$0	
					\$200,000	\$180,000	\$145,000	\$10,056	\$18,000	
	2026 TOTAL				\$200,000	\$180,000	\$145,000	\$10,056	\$18,000	
2027	Hangar (125' x 125') - Construction	31	Page O-6, Table O-3, (f.)	N/A	\$2,000,000	\$570,000	\$0	\$20,000	\$1,410,000	N/A
					\$2,000,000	\$570,000	\$0	\$20,000	\$1,410,000	
	2027 TOTAL				\$2,000,000	\$570,000	\$0	\$20,000	\$1,410,000	
2028	Carry Over AIP Entitlement Funding	N/A	N/A	N/A	\$0	\$150,000	\$0	\$0	\$0	N/A
					\$0	\$0	\$0	\$0	\$0	
	2028 TOTAL				\$0	\$0	\$0	\$0	\$0	
2029	Carry Over AIP Entitlement Funding	N/A	N/A	N/A	\$0	\$300,000	\$0	\$0	\$0	N/A
					\$0	\$0	\$0	\$0	\$0	
	2029 TOTAL				\$0	\$0	\$0	\$0	\$0	

NOTE: FAA fiscal year 2024 shown for reference.

NOTE: Capital Project Sales Tax 3 will provide \$900,000.

November 1, 2023

Additional Funds Needed (Discretionary and/or State Apportionment)
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0
\$0

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1877 / Planning Case Number: RZ-2023-1464

Contact Person / Sponsor: M. Blaszyk / Planning Department

Department: Planning

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Application by Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC to rezone 7.286 acres at 1662 MacMillan Park Drive (TM# 0007-00-008.05) from Light Industrial (LI) to Institutional (INS) District in order to convert existing structure to a K-12 private school facility.

Points to Consider:

UPDATE: The covenants and restrictions for this property do not allow a school to be located on the site. The restrictive covenants state that the properties in McMillan Park “may be used for: distribution facility, light industrial, and manufacturing purposes together with related warehousing and office uses, including but not to the exclusion of other permitted uses hereunder the design, manufacture, distribution and sale of wire and cable products.”

SC State Code Section 6-29-1145 states that "If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity...the local planning agency must not issue [a permit for any planning-related action] unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order."

Staff does not have a confirmation that the restrictive covenant has been released from the parcel by any appropriate action or court order. For this reason, staff must recommend denial.

Additional Points to Consider:

The proposed private school is located within an existing industrial park. With its neighbors being Continental Tire and Unique Loom Facility

This site is one of the few contiguous tracts of Light Industrial Zoned land within the Panhandle.

Previous tenant has a Fee-in-lieu Agreement with Lancaster County, this will not be transferred to the current tenant.

The applicant is claiming the site will not cross the 50-trip threshold for a Traffic Impact Analysis. Other uses in this area (daycares, for instance) were required to get a TIA before rezoning, and considering the school will relocate facilities from NC with students following, staff believes that a TIA for this use would be a reasonable request.

Funding and Liability Factors:

Liability 1: the covenants and restrictions do not support the rezoning request to a TK-12 school.

Liability 1a: the Comprehensive Plan does not support the request. If the Council elects to move forward with with the rezoning, a companion action to amend the Comprehensive Plan is required.

Liability 2: the property is one of the last sections of Light Industrial (LI) zoned areas in Indian Land. Staff and the Planning Commission are concerned about losing established LI zoned property in an established industrial park.

Funding 1: the previous tenant has a fee-in-lieu agreement with Lancaster County, and this will not be transferred to the current owner.

Recommendation:

UPDATE: After 1st reading was granted, staff recommends deferral as discussed during the Oct 23 Council meeting. Additional time is needed for the following:

Applicant - to successfully remove the restrictive covenant from the site.

Staff - to put a comp plan amendment on the agenda for the December 19, 2023 meeting.

RECOMMENDATIONS:

Planning Commission recommended unanimous denial during their September Regular Meeting. Concerns that were discussed included traffic generation, having a private school surrounded by industrial uses, the lack of existing Light Industrial zoned land in the Panhandle and how difficult it would be to rezone other land to Light Industrial take its place within the Panhandle.

Staff recommends denial as well.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1877	11/14/2023	Ordinance
Staff Report - Amended	10/16/2023	Planning Staff Report
Application	8/25/2023	Exhibit
Plat	8/25/2023	Exhibit
Deed	8/25/2023	Exhibit
Location Map	9/6/2023	Exhibit
Traffic Memo	9/22/2023	Ordinance
Stacking Plan from Applicant	10/3/2023	Backup Material
Restrictive Covenants	10/16/2023	Backup Material

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2023-1877

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 7.286 ACRES (TM# 0007-00-008.05) LOCATED AT 1662 MACMILLAN PARK DR, FROM LIGHT INDUSTRIAL (LI) DISTRICT TO INSTITUTIONAL (INS) DISTRICT

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Brian Cillian, on behalf of Greybridge MacMillan LLC and LEH SC MacMillan LLC, applied to rezone a 7.286-acre parcel of real property (TM# 0007-00-008.05) owned by Greybridge MacMillan LLC and LEH SC MacMillan LLC, being located at 1662 MacMillan Park Dr, Indian Land, from Light Industrial (LI) District to Institutional (INS) District.

(b) On September 19, 2023, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-0 vote, recommended denial of the rezoning request.

(c) The Future Land Use Category of the subject property is Specialty Employment Center, and is the only recognized “employment center” in the County. The Future Land Use Category Employment Center corresponds to the Suburban Office Center Community Type. The adopted Comprehensive Plan states that the Suburban Office Center Community Type “*provides opportunities to concentrate employment in the region. They include both large-scale isolated buildings with numerous employees as well as areas containing multiple office uses that support and serve one another. They are typically buffered from surrounding development by transitional uses or landscaped areas and are often located in close proximity to major highways or thoroughfares.*” The requested INS District is inconsistent with the Specialty Employment Center Land Use Category and the Comprehensive Plan. **As such, a companion ordinance to amend the comprehensive plan is presented.**

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Light Industrial (LI) District to Institutional (INS) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map No. (TM# 0007-00-008.05), located at 1662 MacMillan Park Dr, Indian Land.

Section 3. Severability.

If any section, subsection, or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance, to the extent to of the conflict, supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: October 23, 2023
Public Hearing: October 9, 2023
Second Reading: November 27, 2023
Third Reading: December 11, 2023

Approved as to form:

Virginia Merck-Dupont, County Attorney

PROPOSAL: Request to rezone 7.286 acres of property
PROPERTY LOCATION: 1662 MacMillan Park Drive (TM# 0007-00-008.05)
CURRENT ZONING DISTRICT: Light Industrial (LI) District
PROPOSED ZONING DISTRICT: Institutional (INS) District
APPLICANT: Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC
COUNCIL DISTRICT: District 4, Jose Luis
STATUTORY NOTICES: Sign posted 8/31/2023
Hearing notice published 9/2/2023 in The Lancaster News
And 9/6/2023 in Carolina Gateway
Mailed notices 8/31/2023
Posted agenda in lobby 9/12/2023
NEW INFO SINCE 10/9/23: Underlined in the staff report

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 7.286 acres in size. The intent is to redevelop the existing structure as a private K-12 school.

Site Information

The parcel proposed to be rezoned is currently zoned Light Industrial and located off S.C.160, on MacMillan Drive in the existing McMillan Industrial park. The proposed site is located in between the new headquarters for Continental Tire and the Unique Loom facility. This business park is one of few remaining areas within the panhandle region with Light Industrial zoning.

The covenants and restrictions for this property do not allow a school to be located on the site. The restrictive covenants state that the properties in McMillan Park "may be used for: distribution facility, light industrial, and manufacturing purposes together with related warehousing and office uses, including but not to the exclusion of other permitted uses hereunder the design, manufacture, distribution and sale of wire and cable products."

SC State Code Section 6-29-1145 states that "If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity...the local planning agency must not issue [a permit for any planning-related action] unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order."

Summary of Adjacent Zoning and Uses

The subject parcel is within an existing industrial business park and is surrounded predominantly Light Industrial zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LI	Industrial Park (Unique Loom)
South	Lancaster County	LI	Industrial Park (Continental Tire)
East	Lancaster County	LI	Industrial Park (Keer America)
West	Lancaster County	MDR	Blackwelder Road neighborhood

Economic Development / Fee in Lieu (FILOT) Agreement:

The parcel that is proposed to be rezoned is the former site of Kennametal which manufactures tungsten-titanium carbide alloy for cutting tools, silicon-nitride based "sialon" ceramics for the machining of exotic aerospace materials, and cobalt-enriched substrates for coated inserts. Kennametal previously had a FILOT Agreement for this property. Typically when a parcel is sold without a notification to SCDOR to continue the FILOT agreement, the agreement is void. With that said, given that the parcel is currently zoned Light Industrial and located within a business park, it is the County's Economic Development Department's preference for the site to remain the existing zoning of Light Industrial.

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the Light Industrial District. Pursuant to UDO Chapter 2.3, the Light Industrial District *"... for activities that can be operated in a relatively clean and quiet manner, and which will not be obnoxious to adjacent residential or business districts. This includes warehousing and wholesaling activities with limited contact with the general public. It is designed to prohibit most heavy industry, which should be properly segregated, and to prohibit any other use which would substantially interfere with the development of industrial establishments in the district. Limited opportunities for retail sales and services are also provided."*

Requested INS

UDO Chapter 2.3 describes the requested INS District *as intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities, and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like.*

RELATIONSHIP TO PUBLIC PLANS

Specialty Employment Center:

The subject parcel falls within an activity center designated by the future land use map found in the Comprehensive Plan. This activity center is a designated “employment center”. Under the current Comprehensive Plan this area is the only recognized “employment center” in the County.

The Future Land Use Category of the subject properties is Employment Center, which corresponds to the Suburban Office Center Community Type. The adopted Comprehensive Plan states that the Suburban Office Center Community Type *“provides opportunities to concentrate employment in the region. They include both large-scale isolated buildings with numerous employees as well as areas containing multiple office uses that support and serve one another. They are typically buffered from surrounding development by transitional uses or landscaped areas and are often located in close proximity to major highways or thoroughfares.* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Employment Center Future Land Use Category is a circle that overlays this portion of the County. The Employment Centers central point begins at the intersection of Fort Mill Highway and MacMilan Park Drive and extends North to Keswick Ter, 1000ft South of 910 Giacomo Drive, East to the intersection of Fort Mill Highway and Old Bailes Road, and West to 935 Fort Mill Highway,

The requested INS District is inconsistent with the Employment Center Future Land Use Category.

Suburban Office Center: Land Use Category		
Small supermarket	Bank	Professional Office
Convenience store	Restaurant	Call center
Large supermarket	Big Box commercial	Medical office
Drug store	Hotel	Fire station

INFRASTRUCTURE CONSIDERATIONS

Transportation

A TIA has not been provided. It is our understanding that the applicant is working on a memo stating that the sites AM/PM peak hour trips will not cross the 50-trip threshold for a TIA. This memo has not yet been submitted.

Public Utilities

Water and sewer access is provided to the site by the Lancaster County Water and Sewer District.

Public Schools

The Lancaster County School District did not leave any comments for this rezoning.

PHOTOS OF PROJECT AREA:



Ariel View of Subject Parcel



Facing Existing Building on Subject Parcel. Proposed Private School Site

STAFF RECOMMENDATION:

Staff recommends **Denial** of the request to rezone 7.286 acres (TM# 0007-00-008.05) from Light Industrial (LI) District to Institutional (INS) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: (TM# 0007-00-008.05);
2. That the subject property is currently zoned LI District and proposed to be rezoned INS District;
3. That the subject property has a Specialty Center Use designation of Employment Center, and a Community Type of Suburban Office Center;
4. That the proposed INS District is generally inconsistent with the surrounding area which is comprised primarily of LI zoning.
5. That the property is subject to covenants and restrictions found in Deed Book 0004 at Page 0014, titled "MacMillan Industrial Park Declaration of Covenants, Conditions, and Restrictions," recorded with the Clerk of Court on March 27, 1998.
6. That the applicable covenants and restrictions for MacMillan Industrial Park do not allow for schools.
7. That SC Code 6-29-1145 does not permit planning actions that contradict an existing covenant and/or restriction unless that restriction has been lifted or ordered void by court.
8. Staff has no indication that the restrictive covenants have been lifted or nullified.

Staff notes that these concerns (except for the covenants and restrictions) were relayed to the applicant in March 2023, prior to the purchase of the land.

PLANNING COMMISSION MEETING, 9/19/23:

During the Planning Commission meeting, the applicant (Brian Cillian of Waxhaw, NC) informed the Commission of the following:

- Marvin Academy is outgrowing the current site in Waxhaw, NC and looking to relocate to the site at 1662 McMillan Park Dr in Indian Land (off Fort Mill Hwy).
- The applicant bought the property in the summer with intent to use it as a school.
- The building has been vacant for many years, and the applicant thinks a school would be an asset to the area.
- The applicant doesn't think the school will meet the 50-trip limit to warrant a traffic impact analysis (TIA).

Questions from the Planning Commission were based on capacity and related traffic impact. The applicant relayed the following:

- Marvin Academy expects an enrollment of 150 students after an initial drop of some students who won't want to make the commute from Waxhaw, NC. The initial enrollment estimate is 120 students from year one. There will be 25-30 employees serving the students.
- The applicant assumes that there will be 2-3 students per car.
- The drop-offs are planned to be in 30-minute increments starting at 9am.
- Pick-up is planned to be staggered between 3:30 – 4:00 pm.

Concerns relayed from the Planning Commission included the ill fit of a PreK-12 school in an industrial park, the lack of a TIA, the conflict with the comprehensive plan, and the loss of industrially zoned property in the high-demand Indian Land area. There were no comments from the public.

After deliberation, **the Planning Commission unanimously denied a motion to recommend rezoning** the property at 1662 MacMillan Park Dr from LI to INS (vote was 0-6 in support of rezoning).

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. MacMillan Industrial Park Declaration of Covenants, Conditions and Restrictions

STAFF CONTACT:

Matthew Blaszyk, Planner
mblaszyk@lancastersc.net | 803-416-9380



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
- Deed and survey plat or boundary survey
- Fees associated with review

GENERAL INFORMATION

Property Address 1462 Macmillan Park Drive
City Fort Mill State SC Zip 29707 Tax Parcel ID 0007-00-008.05
Current Zoning LI Current Use Vacant Office
Proposed Zoning INS Total Acres 7.286
Project Description 23,000 SF Vacant office building
to be converted to private K-12
School

Surrounding Property Description Subject property is surrounded
by Light Industrial and Medium
Density Residential

CONTACT INFORMATION

Applicant Name Greybridge Macmillan, LLC - Brian Cillian
Address 910 Giacomo Dr.
City Waxhaw State NC Zip 28173 Phone 704-681-4270
Fax _____ Email brian@greybridgepartners.com
Property Owner Name LEHSC Macmillan, LLC & Greybridge Macmillan, LLC
Address 910 Giacomo Dr
City Waxhaw State NC Zip 28173 Phone 704-681-4270
Fax _____ Email brian@greybridgepartners.com

Contact - Brian Cillian
704-681-4270

I hereby certify that I have read this application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, or the subject property. I understand that falsifying any information herein may result in rejection or denial of this request.

Applicant

Property Owner(s)

Attach owner's notarized written authorization with property information if the applicant is not the owner.

8/1/23

Date

8/1/23

Date

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

LANCASTER COUNTY, SC	
2023009193	DEED
RECORDING FEES	\$15.00
EXEMPT	
PRESENTED & RECORDED	
07-25-2023	08:46:09 AM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: CANDICE PHILLIPS	
BK:DEED 1690	PG:63-70

Upon Recording Mail To: Grantee

Recording Time, Book & Page

SOUTH CAROLINA QUITCLAIM DEED

COUNTY: Lancaster

TAX MAP NUMBER: 0007-00-008.05

DATE: July 24, 2023

Grantor

Kennametal, Inc.,
a Pennsylvania corporation

Mailing Address:

525 William Penn Place, Suite 3300
Pittsburgh, PA 15219

Grantee

LEH SC MacMillan, LLC,
a South Carolina limited liability company (as to a 50% undivided interest as a tenant in common)

Greybridge MacMillan, LLC,
a South Carolina limited liability company (as to a 50% undivided interest as a tenant in common)

Mailing Address:

910 Giacomo Drive
Waxhaw, NC 28173

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation, partnership, limited liability company

The designation Grantor and Grantee as used herein shall include the named parties and their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

KNOW ALL MEN BY THESE PRESENTS, that Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, convey and forever quitclaim unto the Grantee unto Grantee, that certain parcel of real estate described as follows (the "Premises"):

SEE EXHIBIT A attached hereto and incorporated herein by reference

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the Premises belonging or in any way incident or appertaining, including, but not limited to, all improvements of any nature located on the Premises and all easements and rights-of-way appurtenant to the Premises.

01198-034/00472780-1

TO HAVE AND TO HOLD all and singular the Premises unto Grantee and Grantee's successors and assigns forever, free and discharged from all right, title, claim or interest of Grantor.

Grantor makes no warranty, express or implied, as to title of the Premises conveyed hereunder.

[Signatures appear on the immediately following page]

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be delivered under seal this 24th day of July, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

Kennametal, Inc.,
a Pennsylvania corporation

Julie L. McLaughlin
Witness#1

By: Michelle R. Keating (SEAL)
Name: Michelle R. Keating
Title: VP, Secretary & General Counsel

Kathleen Wolfe
Witness#2

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, a Notary Public for Allegheny County, Pennsylvania, do hereby certify that Michelle R. Keating, VP, Secretary & General Counsel of Kennametal, Inc., a Pennsylvania corporation, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official seal this the 20th day of July, 2023.

Katie Sue Laut
Notary Public for Pennsylvania

My Commission Expires:

June 8, 2025

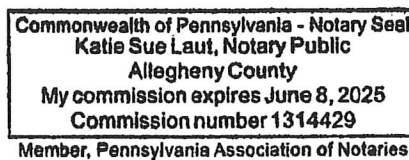


EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

Being in the State of South Carolina, County of Lancaster, being west of MacMillan Park Drive (66 feet Public Right-of-way per Plat Book 2007, Page 183), being a new survey of a tract conveyed to Kennametal Inc. by Deed Book 417, Page 277, and being more particularly bounded and described as follows:

Beginning at a #5 rebar with cap found in the western right-of-way line for MacMillan Park Drive and being the southernmost corner of a tract conveyed to 793 Fort Mill Acquisition, LLC by Deed Book 1526, Page 241 and recorded in Plat Book 2020, Page 896;

thence, from said Point of Beginning and running with the west right-of-way line for MacMillan Park Drive, South 39°45'18" West a distance of 384.74 feet to a #5 rebar with cap found at the northeast corner of tract A conveyed to Continental Tire The Americas, LLC by Deed Book 1209, Page 138 and recorded in Plat Book 2019, Page 81;

thence, leaving the road with the north line of said Continental Tire The Americas tract, North 38°40'25" West a distance of 742.44 feet to a #5 rebar with cap found in the east line of a tract conveyed to John L. Irvin by Deed Book 892, Page 131;

thence, with the east line of said John L. Irvin tract, the following two courses:

1. North 25°33'27" East a distance of 60.80 feet to a bent 1 inch axle found;
2. thence North 08°51'48" West a distance of 290.37 feet to a #5 rebar with cap found at the southwestern corner of the aforementioned 793 Fort Mill Acquisition, LLC tract;

thence, with the south line of the aforementioned 793 Fort Mill Acquisition, LLC tract, the following two courses:

1. South 79°05'09" East a distance of 268.65 feet to a #5 rebar found;
2. thence South 38°57'25" East a distance of 739.10 feet to the Point of Beginning;

Containing 7.291 acres, more or less.

Derivation: Being the same property conveyed to Kennametal, Inc. by deed from MacMillan Investments I, LLC dated August 20, 2007, and recorded August 23, 2007 in Book 417 at Page 277 in the Land Records of Lancaster County, SC.

Tax Map Number: 0007-00-008.05

COMMONWEALTH OF PENNSYLVANIA

AFFIDAVIT

COUNTY OF ALLEGHENY

PERSONALLY appeared before me the undersigned, who being duly sworn, depose and say:

1. We have read the information on this Affidavit and we understand such information.
2. Property containing approximately 7.286 acres in Lancaster County, South Carolina, being all of Lancaster County Tax Map Number 0007-00-008.05, and being more particularly described on Exhibit A attached hereto, was transferred from Kennametal, Inc., as Grantor, to Greybridge MacMillan, LLC; LEH SC MacMillan, LLC, collectively, as Grantee, on July 24, 2023.
3. Check One of the Following:
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X EXEMPT from the deed recording fee because of exemption 12-24-40(12) of the South Carolina Code of Laws (quitclaim deed).

(If exempt, skip items 4-7 and go to item 8 of this Affidavit).

4. Check one of the following if either 3(a) or 3(b) has been checked:
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is \$ _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ _____.
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is \$ _____.
6. The DEED Recording Fee is computed as follows:
 - (a) \$ -0-, the amount listed in 4 above, LESS
 - (b) \$ -0-, the amount listed in 5 above (if none, show 0)
 - (c) \$ -0-, Subtract 6(b) from 6(a) and place result.
7. The deed recording fee is due based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section 12-24-70, we state that we are responsible persons who were connected with the transaction as Grantor.

9. We further understand that a person required to furnish this Affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than One Thousand Dollars or imprisoned nor more than one year, or both.

KENNAMETAL, INC.,
a Pennsylvania corporation

By: Michelle R. Keating (SEAL)
Name: Michelle R. Keating
Title: VP, Secretary & General Counsel

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

I, a Notary Public for Allegheny County, Pennsylvania, do hereby certify that Michelle R. Keating, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the corporation.

Witness my hand and official seal this the 20th day of July, 2023.

Katie Sue Laut
Notary Public for Pennsylvania

My Commission Expires:

June 8, 2025

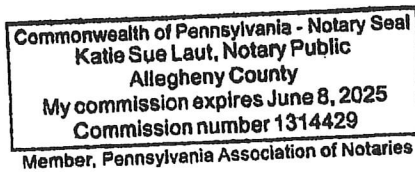


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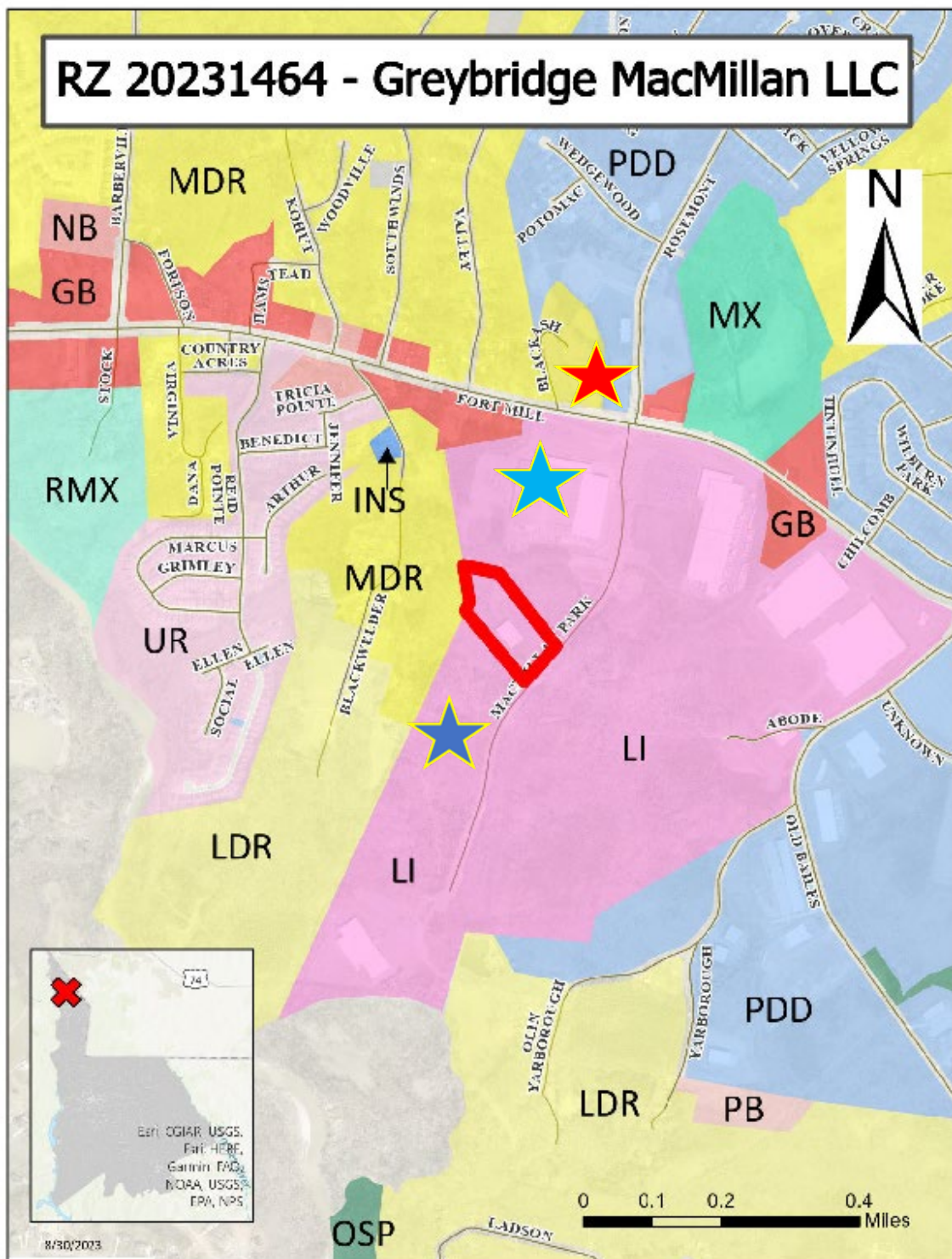
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Containing 7.291 acres, more or less.

Derivation: Being the same property conveyed to Kennametal, Inc. by deed from MacMillan Investments I, LLC dated August 20, 2007, and recorded August 23, 2007 in Book 417 at Page 277 in the Land Records of Lancaster County, SC.

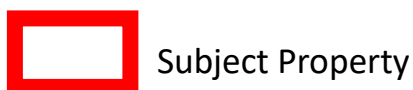
Tax Map Number: 0007-00-008.05

RZ 20231464 - Greybridge MacMillan LLC



Lancaster
County
South Carolina

Proposal:
Rezoning LI to INS



Subject Property



Continental Tire



Rosemont Residential
Development



Nutramax Distribution

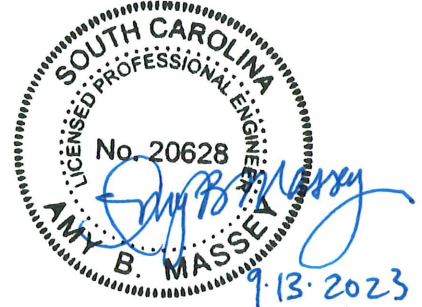
TRANSPORTATION TECHNICAL MEMORANDUM

To: Stephen Blackwelder, Lancaster County

From: Amy Massey, PE
Kimley-Horn and Associates, Inc.

Date: September 13, 2023

Subject: **Marvin Academy**
Traffic Analysis



Kimley-Horn and Associates, Inc. was retained by Lotto Partners, LLC to review the traffic impact of adapting an existing, 23,000 square foot (SF) office building located at 1662 MacMillan Park Drive into a private, Christian K-12 school. The school is proposed to relocate from Marvin, North Carolina to the space in Lancaster County for a fall 2024 opening. **Figure 1** shows the site and its vicinity.

The reuse project is planning for a 150-student maximum capacity for the foreseeable future, as well as a staggered morning drop-off with approximately 50 students dropped off in three 30-minute windows starting at 9:05 AM.

Kimley-Horn performed a trip generation analysis using Institute of Transportation Engineers' (ITE) *Trip Generation*, 11th Edition for the school, with the potential current office land use trips shown as being subtracted to represent net new peak-hour trips. The projected trip generation is shown in **Table 1**.

Table 1 - Trip Generation											
ITE LUC	Land Use	Intensity	Daily	AM Peak Hour			PM Peak Hour			Peak Hour Type/Data Source	
				Total	In	Out	Total	In	Out		
Proposed Site											
532	Private School (K-12)	150 Students	372	119	75	44	26	11	15	Adj Street/ITE Rate	
Existing Site to be Removed											
710	General Office	23,000 SF	323	47	41	6	49	8	41	Adj Street*/ITE Eqn	
Net New External Trips (Proposed - Existing)			49	72	34	38	-23	3	-26		
* When Generator/Adj Street and/or Rate/Equation not provided, alternate option used											

* When Generator/Adj Street and/or Rate/Equation not provided, alternate option used

The resulting net new 72 AM peak trips generated would exceed the County's 50-trip peak threshold. However, these AM peak trips would occur after 9 AM, outside the typical 7-9 AM commute peak studied in Lancaster County. Further, the school has indicated it plans to stagger its morning traffic, in three 30-minute windows. The associated 20-30 person staff arrival time is between 8:30 and 9:00 AM. While within the typical peak-hour period, this is below the County's peak-hour threshold for requiring a Traffic Impact Analysis (TIA). A letter from the school is attached, committing to this travel demand management (TDM) strategy.

The PM peak trips projected for the school would be lower than the potential office trips associated with the existing building. In addition, both student and staff dismissal occur prior to the typical 4-6 PM commute peak.

These impacts *support a determination of a minimal impact* based on a comparison to trip generation thresholds of Lancaster County and South Carolina Department of Transportation (SCDOT) indicated below based on the Lancaster County Unified Development Ordinance (UDO) Section 6.8 and *SCDOT Access and Roadside Management Standards (ARMS)*:

- Lancaster County 50 peak-hour trips
- SCDOT 100 peak-hour trips

Therefore, a TIA should not be required on the basis of trip generation. SCDOT staff have concurred with this conclusion, and Lancaster County staff have indicated acceptance of this Technical Memorandum as an alternative to a TIA, assuming the TDM commitment from the school certifying that the project will create fewer than 50 trips during the standard peak hours.

Please contact me with questions.

Cc:

- Allison Love, AICP, SCDOT
- Brian Cillian, Lotto Partners, LLC

Attachments:

- Figure 1 – Vicinity Map
- Marvin Academy Christian School Commitment Letter



Marvin Academy Christian School
1525 Crane Road
Waxhaw, NC 28173
(704) 256 - 3060
www.marvinacademy.org



To: Stephen Blackwelder, Lancaster County

Date: September 11, 2023

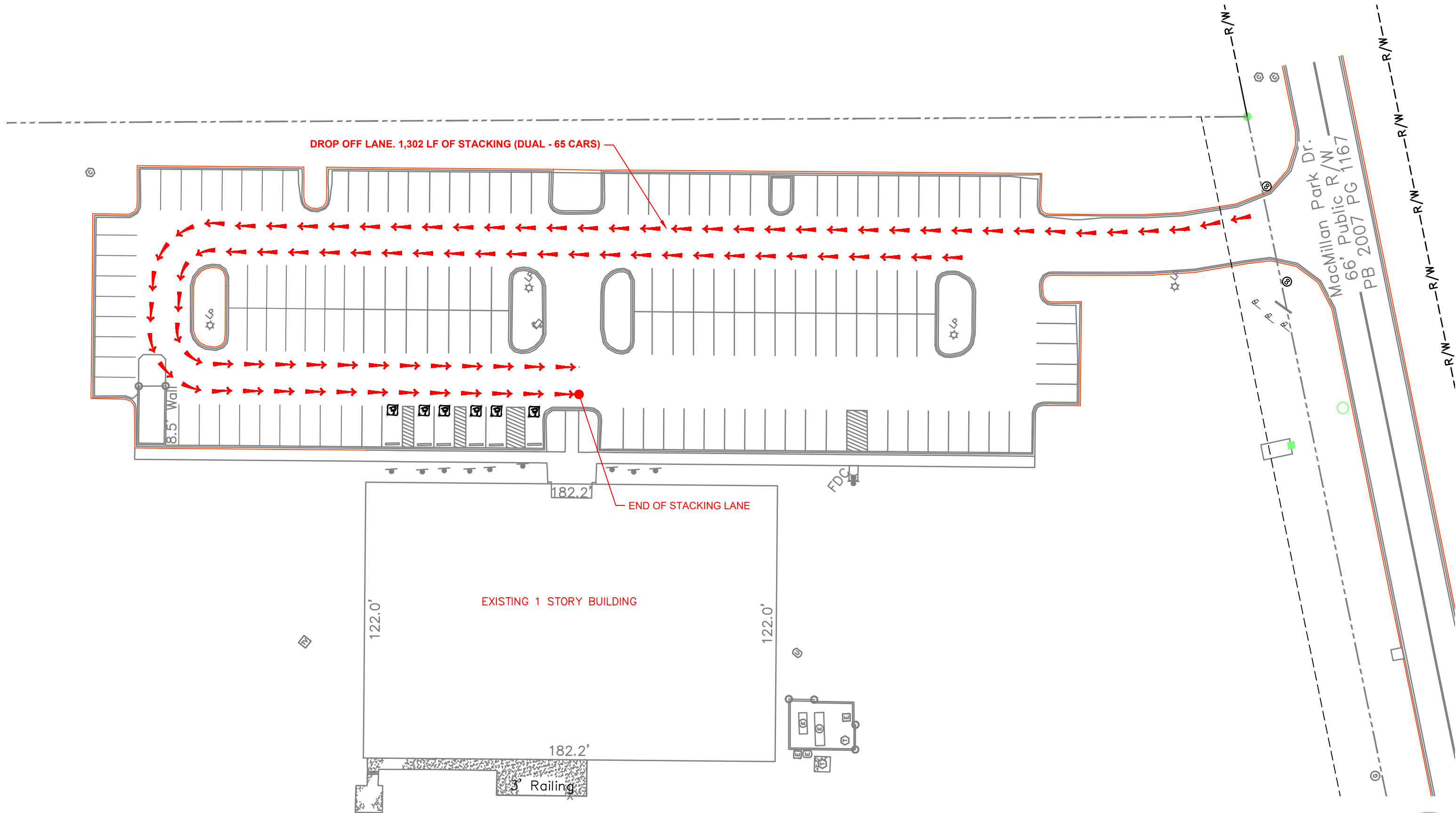
Subject: Marvin Academy TDM

I am writing to certify and confirm our proposed travel demand management (TDM) strategy. School drop off will be a staggered schedule beginning at 9:05 am and will consist of three 30-minute windows of students depending on age and grade. Staff will be located in the parking lot to help students exit the vehicles and safely enter the school building. This also helps ensure that the drop-off line continues to move quickly. Dismissal will begin at 3:15 pm for students in grades 5th - 12th and will begin at 3:30 pm for students in grades TK - 4th. Our dismissal lines move very quickly and all students are dismissed within 15 minutes. Staff arrival time is between 8:30 and 9:00 am and staff dismissal time is between 3:30 and 4:00 pm. We currently have 20 staff members and do not expect to have more than 30 staff members and 150 students for the 24/25 school year or the foreseeable future. In the event the student population rises above 150 students then we would agree to reevaluate the traffic situation at that time. Please feel free to contact me with any additional questions or if any additional information is needed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jarrika Coutchure".

Jarrika Coutchure
Head of School
Marvin Academy Christian School



MacMillan Park Drive

Indian Land | DATE: 09.29.23 | PROJECT NO.: 230575

STACKING PLAN



SCALE: 1"=40'



V3co.com



landscape architecture | planning | civil engineering | surveying

V3 Southeast

SC FRM#: 6790, LAF-459

FILED, RECORDED, INDEXED
03/27/1998 12:29P
Rec Fee: 40.00 St Fee: 0.00
Co Fee: 0.00 Pages: 34
Clerk of Court
VERNON MCRAHUS

0002270 Bk: 0004 Pg: 0014

**MacMILLAN INDUSTRIAL PARK
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

0072629.06
LIB: RH

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STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

**MacMILLAN INDUSTRIAL PARK
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 25th day of March, 1998, by Springland Associates, LLC., a South Carolina limited liability company ("Declarant").

WITNESSETH:

Declarant, for the use and benefit of itself, its successors and assigns, does hereby declare, encumber, place and impose upon that certain parcel of real property hereinafter described (the "Properties"), the following conditions, covenants, reservations, easements and restrictions to ensure the proper use, appropriate development and improvement of such property; to enhance the value, desirability and attractiveness of the Properties; to protect against the construction of improvements and structures built of improper or unsuitable materials; to ensure compliance with all applicable zoning ordinances, building codes and environmental laws and regulations; to provide for a method for the maintenance and continued improvement of certain common areas and facilities appurtenant to the Properties; and to otherwise provide for the construction and development of first quality improvements on the Properties. This Declaration is intended to complement and supplement local governmental laws and regulations; and in the event of a conflict occurring between the provisions of this Declaration and such laws and regulations, the most restrictive requirements shall control.

THEREFORE, in consideration of the premises and of the mutual benefits and duties herein contained, Declarant hereby declares that certain parcel of real property which is more particularly described in the attached Exhibit A, which is incorporated herein by this reference, shall be held, sold and conveyed subject to the following covenants, reservations, easements, conditions, restrictions, liens, assessments, charges and equitable servitudes, all of which are for the purpose of protecting the value and desirability of the Properties, and which shall touch, concern and run with the title to the Properties, or any portion thereof, and which shall be binding upon and on inure to the benefit of all parties having any right, title or interest therein, along with their heirs, successors and assigns.

ARTICLE I

Definitions

Section 1. Definitions.

a. "Architectural Review Committee" shall mean the Architectural Review Committee established pursuant to Article VIII below.

b. "Architectural Guidelines" shall mean the guidelines prepared and issued, from time to time, by the Architectural Review Committee for the purpose of reviewing and approving

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all Plans, the initial version of which is attached hereto as Exhibit C, and incorporated herein by this reference.

c. "Association" shall mean and refer to the MacMillan Industrial Park Property Owners Association, Inc., its successors and assigns, a South Carolina non-profit mutual benefit corporation to be formed by Declarant.

d. "Common Property" shall mean and refer to all real property designated as such by Declarant and/or owned, now and/or in the future, by the Association for the common use and enjoyment of all the Owners, including any related equipment, fixtures, apparatus and personal property.

e. "Declarant" shall mean and refer to Springland Associates, LLC, a South Carolina limited liability company.

f. "MacMillan Industrial Park" shall mean and refer to the development comprised of the Properties and other adjoining or nearby properties.

g. "Lot" shall mean and refer to any lot, parcel or tract of land subdivided out of the Properties by Declarant and either conveyed to another person or entity or specifically identified by Declarant in an amendment to this Declaration or a map of the Properties, but excluding any "Common Property."

h. "Member" shall mean and refer to those persons or entities entitled to membership in the Association.

i. "Mortgage" shall mean a mortgage, deed of trust, deed to secure debt or other security instrument affecting a Lot or Lots and which has been recorded in the Office of the Clerk of Court for Lancaster County, South Carolina.

j. "Mortgagee" shall mean and refer to the mortgagee, beneficiary, trustee or other holder of a Mortgage.

k. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, or the lessee of such record owner provided that by written instrument the record owner leases to the lessee the entire Lot and assigns to the lessee and the lessee assumes for the duration of the lease not less than all of the rights and obligations of such record owner under this Declaration. The term "Owner" excludes Mortgagees or other persons or entities that hold such interest merely as security for the performance of an obligation.

l. "Plans" shall mean all plans and specifications for developing and improving the Properties and each Lot, including without limitation, development, landscaping, site, schematic, preliminary and final plans (including signs and other identification insignia).

m. "Properties" shall mean and refer to the real property of Declarant, as hereinafter described, along with any additional property, noted in Article II, Section 2 below, subjected to this Declaration.

n. "Street" shall mean any street, highway or other thoroughfare, whether public or private, within the Properties and established, through dedication, easement or otherwise, by Declarant, regardless of whether designated as a street, boulevard, place, drive, road, terrace, way, lane, circle or otherwise.

o. "Structure" shall mean and refer to any thing or device, the placement of which upon or within any Lot might affect the physical appearance thereof, including, by way of illustration and not limitation, improvements, buildings, sheds, covered areas, driveways, fountains, pools, parking areas, trees, shrubbery, paving, curbing, landscaping, fences, walls, or any sign or sign board. "Structure" shall also mean any excavation or fill, the volume of which exceeds ten (10) cubic yards, or any excavation, fill ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters upon or across any Lot.

ARTICLE II

Properties

Section 1. Description. The real property made subject to this Declaration is described in Exhibit A attached hereto and incorporated herein by reference (the "Properties").

Section 2. Addition of Lancaster County Tract. Declarant hereby consents to the addition to the Properties and the submission to this Declaration of that certain tract of land containing 13.53, more or less, more particularly described on the attached Exhibit B adjoining the Properties described in Exhibit A, owned by Lancaster County, South Carolina, in accordance with the Statement of Imposition of Covenants printed beneath the execution of this Declaration by Declarant to be executed and delivered by Lancaster County, South Carolina.

ARTICLE III

Common Property

Section 1. Title. The Common Property shall be such portion of the Properties owned by Declarant or other Owners (with their written consent) or as may be designated from time to time by Declarant and may include entrances, permanent signage (including a sign wall), bridges, medians, streets and all drainage facilities, lakes, ponds, retention ponds, streams and dams, greenways, and other lands, other than the Lots owned by an Owner, which are not maintained by any governmental body. Declarant agrees to convey the Common Property to the Association on or before the time of termination of the Class B membership as described in Article IV.

Section 2. Owners' Rights. Subject to the provisions of this Declaration, the Bylaws, and rules and regulations adopted, from time to time, by the Association, each Owner shall have a nonexclusive, perpetual right and easement of use and enjoyment in and to the Common Property which shall be appurtenant to and run with the title to such Owner's Lot, subject to the following:

- a. Subject to the provisions of this Declaration, the right of the Association or the Declarant to grant utility, drainage and other easements across the Common Property;
- b. Subject to the provisions of this Declaration, the right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Property which shall not conflict with this Declaration or the Architectural Guidelines; and
- c. The right of the Declarant or the Association to restrict by Supplemental Declaration the use of certain Common Property to certain designated Owners as described in such Supplemental Declaration when necessary to comply with applicable law or governmental regulations.

ARTICLE IV

Membership

Section 1. Members. The Owner of each Lot which is included in the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, and shall be governed by the Bylaws of the Association.

Section 2. Classes of Membership. The voting rights of the Members shall be appurtenant to the ownership of Lots. The Association shall have two classes of membership.

a. Class A. Class A Members shall be all Owners, except for Declarant prior to termination of its Class B membership. If, however, Declarant owns one or more Lots, upon or after the termination of its Class B membership, then Declarant shall become a Class A Member."

b. Class B. The Class B Member shall be Declarant, its successors or assigns. The Class B membership shall terminate and cease upon the first to occur of the following: (i) the time at which the final Plans for the initial development of the last Lot in the Properties has been approved by the Architectural Review Committee; (ii) the conveyance by Declarant of all of its interest in the Properties; (iii) voluntary termination of the Class B membership by Declarant, as evidenced by a written instrument recorded in the Office of the Clerk of Court for Lancaster County, South Carolina; or (iv) upon the expiration of fifteen (15) years after the recordation of this Declaration in the Office of the Clerk of Court for Lancaster County, South Carolina.

ARTICLE V

Voting

Section 1. Class A. Except for matters concerning special assessments, Excess Annual Assessments as defined in Article VI, Section 3, and amendments to this Declaration, and other matters provided for in this Declaration, Class A Members shall not be entitled to vote until the termination of the Class B membership, at which time Class A Members shall be entitled to one vote for each one-hundredth acre owned in the Properties. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Lo. be cast separately.

Section 2. Class B. Except for special assessments, Excess Annual Assessments as defined in Article VI, Section 3, and amendments to this Declaration, and other matters provided for in this Declaration, the Class B Member (Declarant) shall be the only Member entitled to vote in the Association until the termination of the Class B membership.

Section 3. Special Assessments and Amendments. On all matters concerning an Excess Annual Assessment as defined in Article VI, Section 3, a special assessment relating to the Common Property or an amendment to this Declaration, the voting shall, prior to termination of the Class B membership, be as follows:

a. Class A. The Class A Members shall have one vote for each one-hundredth acre owned in the Properties. Fifty-one percent (51%) of the votes of the Class A Members voting must approve all matters relating to a special assessment, an Excess Annual Assessment as defined in Article VI, Section 3, and an amendment to this Declaration.

b. Class B. The Class B Member's approval must be obtained on all such matters.

Section 4. Exclusion of Designated Common Property. Designated Common Property shall be excluded for purposes of computing voting rights.

ARTICLE VI

Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a conveyance therefor, whether or not it shall be so expressed in any conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and promises to pay to the Association annual assessments, special assessments and individual assessments and charges, as established and collected, from time to time in accordance with the terms of this Declaration (collectively "assessments"). The annual assessments, special

assessments, and individual assessments and charges, properly assessed, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used for the improvement, maintenance, operation, repair, replacement and additions of and to the Common Property, including, but not limited to, the payment of taxes and insurance thereon, the payment of utilities charges related thereto (including water for any sprinkler or irrigation systems), maintaining, operating and improving streets, roads, drives and rights-of-way and other Common Property facilities and amenities, the payment of license, permit and inspection fees, resurfacing costs, erection and maintenance of street signs and markers, collection and disposal of garbage, rubbish and the like, employing security service, maintenance personnel, and for the cost of labor, equipment, materials, management and supervision thereof (collectively, "Common Property Maintenance Costs"). The Common Property may include such facilities and amenities as streets, drives and other rights-of-way, flower beds, planted islands, medians, permanent signage, bridges, ponds, dams, entrances, greenways, drainage areas, water amenities, sculptures, transportation stops and/or shelters, directional and informational signage, tree nurseries and maintenance areas and, at the option of the Association, certain portions of the Properties as are described in Section 13 of Article IX. The Association may use annual assessments for the purpose of doing any other things necessary or desirable, in the discretion of the Association, to keep Common Property facilities and amenities in neat and good order and to provide for the health, welfare and safety of the owners and occupants of the Properties and the Common Property facilities and amenities, but always with the understanding that the development is an industrial park and not a residential development. By its acceptance of any conveyance to any Lot, each Owner acknowledges that the precise acreage, dimensions, type of amenities, improvements and structures to be located within the Common Property has not been (and may not be) specifically defined until the sale of the last Lot within the Properties. Notwithstanding the lack of specificity relating to the size and development of the Common Property, each Owner acknowledges that it is a knowledgeable business person familiar with developments such as the one established under this Declaration and hereby agrees to accept and pay annual and special assessments levied by the Association pursuant to this Declaration. Further, each Owner agrees to accept the designation of such Common Property as may be designated and/or conveyed by the Declarant, provided that said Common Property shall be located within the bounds of the Properties.

Section 3. Annual Assessment. Initially, the maximum annual assessments for each Owner during calendar year 1998 shall be forty dollars (\$40.00) per acre multiplied by the gross acreage (including fractions) within the boundaries of the Owner's Lot; provided that for purposes of computing the annual assessments hereunder gross acreage shall not include areas within road rights-of-way which are part of the Common Property. For each calendar year thereafter, the maximum annual assessments per acre may increase no more than at the rate of up

to ten percent (10%) per each calendar year thereafter through the last calendar year that the Declarant remains a Class B member unless the requisite approval of the Members is obtained for a greater percentage increase in any calendar year over the previous year (an "Excess Annual Assessments"), as set forth in Article V, Section 3. Thereafter, the maximum annual assessments shall be determined by the Association.

Section 4. Special Assessments. Subject to the requisite approval of the Members (as provided in Article V, Section 3), and in addition to the annual assessments hereinabove authorized, the Association may levy reasonable special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Property, including necessary fixtures and related personal property.

Section 5. Individual Assessments. The Association and the Architectural Review Committee will adopt and promulgate reasonable maintenance standards and guidelines with respect to the landscaping and natural terrain located within the boundaries of each Lot. At a minimum, each Owner is required to maintain its Lot to a standard of quality at least equal to that standard observed by the Association in maintaining the Common Property. In the event any Owner fails to observe required maintenance standards with respect to its Lot, the Association shall provide written notice to the Owner and the Owner shall have a period of thirty (30) days within which to commence to correct such maintenance deficiencies in a reasonable and expeditious fashion. If such maintenance deficiencies are not corrected within a reasonable period of time, the Association reserves the right to enter upon the Lot, correct the deficiencies and charge or assess the appropriate Owner for the costs as an individual assessment. The Owner shall pay such individual assessment within ten (10) days after the date of the Association's statement showing the costs of correcting such maintenance deficiencies.

Section 6. Commencement. Assessments shall commence on the date fixed by the Association, or upon purchase of a Lot from Declarant, whichever occurs last. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

Section 7. Due Date. Unless otherwise provided herein, assessments shall be due and payable in full within thirty (30) days after being billed to an Owner by the Association.

Section 8. Records of Assessments. The Association shall maintain in its office a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to the record Owner of the Lot subject to assessment. The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association stating whether the assessments against the Owner's Lot have been paid and, if not paid, the amount due and owing. Such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot but shall not in themselves be binding with respect to the Owner and the Association.

Section 9. Effect of Non-Payment of Assessment. If any properly levied assessment is not paid on the date when due, then such assessment shall be delinquent and shall accrue interest at the "prime rate" of interest announced, from time to time, by NationsBank, N.A. plus five percent (5%) per annum (which rate shall be subject to change, from time to time, as the prime rate changes), unless a lesser rate of interest is required under applicable law, in which event the lesser rate shall become applicable. If such assessment is not paid within ten (10) days after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all reasonable attorneys' fees and costs incurred by the Association in such action if the Association is the prevailing party in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as indicated above.

ARTICLE VII

Declarant's Assessments and Maintenance

Section 1. Exemption. Declarant, and all property owned by Declarant within the Properties, shall be exempt from all assessments, except as otherwise provided in this Declaration.

Section 2. Contribution by Declarant. Declarant agrees to contribute to the Association such funds as may be required to maintain the Common Property pursuant to the requirements set forth in this Declaration or until the termination of the Class B membership, whichever first occurs. Upon termination of the Class B membership, Declarant shall pay assessments, only if, and to the extent which, it is then a Class A Member of the Association.

ARTICLE VIII

Construction of Improvements and Uses

Section 1. Permitted Uses. Lots may be used for distribution facility, light industrial and manufacturing purposes together with related warehousing and office uses, including but not to the exclusion of other permitted uses hereunder the design, manufacture, distribution and sale of wire and cable products. In no event shall the following uses be permitted: on-site scrap metal reclamation; hotels or motels; adult book or entertainment businesses, massage parlors or similar business operations; labor camps; commercial storage of building or construction materials (except in connection with construction of Structures by Owners of Lots); smelting of iron, tin, zinc or other ores, refining of petroleum or of its products; community fairs; drive-in theaters; cemeteries (whether public or private); commercial poultry, livestock and swine production, cattle feeder lots or fur-bearing animal rearing or breeding farms animal kennels, taxidermy, abattoirs; junk yards, bailing, storage or processing of glass, paper or rags, storage or processing of wrecked or junked motor vehicles, sanitary land fills or garbage disposal areas, or any other type of outdoor storage unless placed in approved containers and removed with such frequency as to not become unsightly and to be in accordance with applicable law and other governmental regulations; quarries; race tracks, raceways or dragstrips; dry cleaners; trailer,

mobile home or manufactured home parks; "mini-warehouses;" any business, the operation of which would result in the generation, storage or disposal of any hazardous material, including, but not limited to (i) any asbestos, insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous waste, substance, or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, the Clean Air Act, 42 U.S.C. § 6901 *et seq.*, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, the Refuse Act, 33 U.S.C. § 401, *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*, and the Safe Drinking Water Act, 15 U.S.C. 2601, *et seq.*, any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability, or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, including radioactive materials, as now or at any time hereinafter in effect (collectively, "Environmental Regulations"); provided, however, the generation, storage or disposal of such hazardous, toxic or dangerous waste, substance, or material shall not be prohibited on the Properties (i) so long as Declarant shall own any portion of the Properties, (ii) Declarant gives its written permission for such use, which shall not be unreasonably withheld or denied, (iii) such use is lawful and is not otherwise prohibited by any applicable Environmental Regulations, (iv) such use does not cause actual damage or create an imminent risk or threat of damage to persons or property, and (v) even if such use is not expressly prohibited, any storage of such substances within the Properties shall only be permitted if such storage is above ground and is otherwise in compliance with all applicable Environmental Regulations in all material respects; or any other unsightly, obnoxious or objectionable businesses or uses which may produce and emit substantial gases, smokes, odors or noises that would be objectionable in a high quality, environmentally controlled commercial development or which would violate Section 10 of Article VIII.

Each Owner shall at all times observe and comply with all applicable Environmental Regulations and other governmental laws and regulations dealing with the generation, storage and disposal of medical wastes.

Each Owner shall continually maintain its Lot at all times, including without limitation during the process of construction of Structures or improvements, in compliance with applicable law and other governmental regulations.

Section 2. Approval of Development. Before commencing the construction, reconstruction, relocation or alteration of any Structures or any buildings, additions, enclosures, fences, loading docks, entranceways, exitways, curb cuts, parking facilities, storage yards or any other structures or permanent improvements on any Lot, the Owner shall comply with the Architectural Guidelines and any specific procedures set forth therein.

Section 3. Violations. If any Structure is erected, placed, altered or maintained upon any Lot or any use is commenced upon any Lot in material violation of this Declaration or the Architectural Guidelines, such erection, placement, alteration, maintenance or use shall be deemed to have been undertaken in violation of this Declaration and without the approvals required herein. Upon written notice from the Architectural Review Committee, any such

Structure so erected, placed, maintained or altered upon any Lot in violation hereto shall be removed or re-altered and any such unauthorized use shall be terminated so as to permanently cure and extinguish such violation. If within fifteen (15) days after the notice of such violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward curing the violation, Declarant, its successors or assigns, or the Architectural Review Committee shall have the right, through its agents and employees, to enter upon such Lot and to take any steps reasonably necessary to cure such violation. Declarant, its successors or assigns, or the Architectural Review Committee, or any such agent of either, shall not be deemed to have trespassed upon such Lot and shall be subject to no liability to the Owner or occupant of such Lot for such entry taken in connection with the cure of any violation absent a breach of the peace or a failure to exercise due care. The cost of curing the violation shall be a binding, personal obligation of such Owner, as well as a lien on the Owner's Lot, which may be enforced in the same manner as an assessment upon the Lot. Provided, however, if an Owner is notified that it is in violation of this Declaration and submits revised Plans for approval by the Architectural Review Committee within thirty (30) days following its receipt of written notice of such violation, such violation shall be deemed cured if the Plans or the intended use of the Lot complies with this Declaration and the Architectural Guidelines.

Section 4. Architectural Guidelines. The Architectural Review Committee may promulgate rules and regulations governing the form and content of the Plans to be submitted for approval. The Architectural Review Committee may also adopt and issue, from time to time, statements of policy and other guidelines, including, without limitation, Architectural Guidelines with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such guidelines, rules, site planning, design and development criteria, and such statements of policy shall, upon issuance by the Architectural Review Committee, be incorporated into a revised Exhibit C, which may be amended, expanded, modified or revoked by the Architectural Review Committee at any time, in its sole discretion. No inclusion in, omission from or amendment of any such guideline, rule, site planning, design and development criteria, or statement of policy, including all or any portion of the Architectural Guidelines, shall be deemed to bind the Architectural Review Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Review Committee's discretion as to any such matter. Notwithstanding anything to the contrary, the "Initial Architectural Guidelines" set forth in Exhibit C attached hereto and incorporated herein by reference are hereby deemed applicable to the Properties. The Architectural Review Committee's approval of any Plans for use on any Lot shall not be deemed a waiver of the Architectural Review Committee's right to approve or disapprove such Plans or specifications or any of the features or elements included therein, if such Plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Notwithstanding anything to the contrary, approval of any Plans relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided (a) that the Structures and uses shown and described on or in such Plans do not violate any specific prohibition contained in this Declaration and the Architectural Guidelines in any material respect, and (b) that the Plans, as approved, and any conditions attached to any such approval, have been adhered to and complied with in regard to the construction of all Structures and uses on the Lot in question in all material respects.

Section 5. Architectural Review Committee Composition; Procedures. The

Architectural Review Committee shall consist of three (3) members appointed by Declarant. In the event that a vacancy occurs on the Architectural Review Committee, the Declarant is also empowered to appoint the member's successor, and the names of the current members of the Architectural Review Committee shall be maintained at Declarant's offices. By Supplemental Declaration, Declarant may delegate to the Association the authority and duty to appoint the Architectural Review Committee, and upon termination of the Class B membership, the authority to appoint the Architectural Review Committee shall automatically be vested in the Association.

The affirmative vote of a majority of the members of the Architectural Review Committee shall be required in order to adopt or promulgate any rule, regulation, policy or guideline, to approve Plans submitted for review, to issue permits or authorizations, or to make any finding, determination, ruling or order pursuant to directives or authorizations contained herein. A decision of a majority of the members of the Architectural Review Committee with respect to such matters shall constitute a decision of the Architectural Committee. In discharging its responsibilities, the Architectural Review Committee must follow and comply with the Architectural Guidelines and this Declaration.

The Architectural Review Committee may meet informally, by meeting, telephone, letter or otherwise as is necessary to properly perform its duties hereunder and no one shall have any right to be present or participate in any meeting of the Architectural Review Committee, other than the members themselves.

At the written request of any Owner or Mortgagee, the Architectural Review Committee shall, if appropriate, issue a certificate of compliance, in form suitable for recordation, identifying the Lot, the Structures, and stating that the Plans, the Structure and use or uses to be conducted thereon have been approved as being in compliance with the Architectural Guidelines. If the Architectural Review Committee fails to furnish to such Owner or Mortgagee, within thirty (30) days of such written request accompanied by the necessary Plans, if applicable, written notice of the noncompliance of the Structure, Plans and/or uses thereof and the reasons therefor, the Structure, Plans and/or the use or uses to be conducted thereon as submitted with such written request shall be deemed conclusively to be approved and in compliance with the Architectural Guidelines. Preparation and recordation, if required, of such certificate shall be at the expense of such Owner or Mortgagee and the issuance of any such certificate shall be presumptive evidence of the facts therein stated, and as to any purchaser or Mortgagee in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence of compliance with the Architectural Guidelines.

Neither Declarant nor the Architectural Review Committee shall be liable for any damage, loss or prejudice suffered or claimed by any applicant or third party on account of the approval or disapproval of any preliminary plans, Plans, drawings and specifications, whether or not defective, the construction or performance of any work on a Lot or Structure, whether or not pursuant to approved Plans, or the development of the Properties.

Section 6. Architectural Review Fees. The Architectural Review Committee may charge and collect a reasonable fee for the examination of any Plans submitted for approval pursuant to this Declaration (including any fees of third party architects consulted by Declarant or the Architectural Review Committee) all of which shall be payable at the time such Plans are so submitted; provided, that such fee shall not exceed \$250.00.

Section 7. Rights of Inspection. Any agent of Declarant, its successors or assigns, or the Architectural Review Committee may, at any reasonable time or times during normal business hours after reasonable notice to the Owner, enter upon and inspect any Lot and any improvements or Structures thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of improvements and Structures thereon, and the use or uses conducted thereon are in compliance with the provisions hereof. Declarant, its successors or assigns, the Architectural Review Committee, and/or any authorized agent of either, shall not be deemed to have committed a trespass or other wrongful act by reason of such entry and inspection if such entry is accomplished without a breach of the peace and with the exercise of due care.

Section 8. Temporary Structures. No Structure of a temporary nature shall be allowed on any Lot at any time, except that of an Owner's contractors and subcontractors during the period of construction or repair to Structures.

Section 9. Repair and Maintenance. Each Owner shall repair, keep and maintain (a) its Lot up to the point of the curb line of adjacent streets, all buildings, parking lots and streets, and (b) all Structures in accordance with all applicable law and governmental regulations. Each Owner shall further comply, in all respects, with all governmental, zoning, health, environmental, insurance, fire, and police requirements. Each Owner shall remove at its expense all rubbish of any type which may accumulate on its Lot if in violation of applicable law and other governmental regulations. During construction of any Structures on a Lot, the Owner shall be responsible for making sure that the construction site is free of unsightly accumulation of rubbish and scrap materials, and that construction materials, equipment, trailers, and storage areas employed in connection with such construction shall be kept in a neat, safe and orderly manner at all times, as required by this Declaration and the Architectural Guidelines.

Section 10. Dirt, Dust and Waste Discharge. No use of the Properties shall be permitted which emits dust, sweepings, dirt or cinders into the atmosphere or discharges liquid, airborne or solid wastes or releases other harmful matter into the atmosphere, soil, vegetation, or any stream, river, pond, lake or other body of water in violation of any applicable law or governmental regulations or constituting a common law nuisance.

Section 11. Grading Rights. Declarant may, at any time and from time to time, make such cuts and fills upon any Lot within any easement area upon the Lot reserved or granted for such purpose, and if there has been no easement reserved or expressly granted for such purpose with the prior written consent of the Owner of such Lot, or other part of the Properties and do such grading and earth moving as, in its judgment, may be necessary to improve or maintain the streets within or adjacent to the Properties and to drain surface waters therefrom and Declarant

may assign such rights to any appropriate municipal or other governmental authority. Notwithstanding the immediately preceding sentence, after the principal Structures have been substantially constructed upon a Lot and completed in accordance with the Plans which comply with this Declaration and the Architectural Guidelines, the rights of Declarant with respect to this Section shall terminate with respect to all parts of such Lot, except that Declarant and/or its successors or assigns shall thereafter have the right to maintain existing streets and drainage facilities.

Section 12. Subdivision of Lots by Declarant; No Subdivision by Others Declarant expressly reserves the right unto itself and its successors and assigns as Declarant hereunder to further subdivide, combine or change the area, configuration or boundary lines of any Lot now or hereafter forming a part of the Properties. There shall be no further subdivision or partition of any Lot by any Owner, other than Declarant, without Declarant's express written permission, which permission can be withheld by Declarant in its absolute discretion, nor shall any Owner or any other person acquiring any interest in a Lot, other than a successor or assignee of Declarant as Declarant hereunder, seek any partition or subdivision thereof. There shall be no time-sharing or other form of co-ownership which allows multiple Owners to hold sequential possessory interests in a Lot. Notwithstanding anything to the contrary stated herein, an Owner shall have the right to lease all or a portion of its Lot, provided that such lessee shall not be deemed the Owner of the Lot unless by written instrument the record owner of the Lot leases the entire Lot and assigns to the lessee and such lessee assumes for the duration of the lease not less than all of the rights and obligations of the record owner under this Declaration.

ARTICLE IX

General Provisions

Section 1. Duration, Modification or Termination. The restrictions and provisions in this Declaration shall be appurtenant to and run with the land and shall be binding upon all Owners, their heirs, successors and assigns, and all other parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period ending twenty (20) years from the date on which this Declaration is recorded in the Office of the Clerk of Court for Lancaster County, South Carolina. Thereafter, as then in force, this Declaration shall be continued automatically without further notice and without limitation, unless modified or terminated as hereinafter provided.

This Declaration may be modified by the recording of an agreement of modification executed by the Declarant as long as the Declarant remains a Class B Member and by the Class A Owners of fifty-one percent (51%) of the acreage of the Properties excluding Common Property not owned by the Class B Member. Upon any modification as provided in this Section, this Declaration shall continue in full force and effect, as so modified. For purposes of this Section, "Owner" shall not include any owner or holder of a reversionary interest in all or any portion of the Properties under lease with a term in excess of thirty (30) years. In any case where a Lot has more than one Owner, any one of the Owners may execute any agreement of

modification or termination pursuant to this Section and such execution shall be conclusive and binding with respect to all other persons having any ownership interest in the Lot in question.

Section 2. Enforcement Powers. Any material violation of this Declaration, whether in whole or in part which has a material adverse effect on the value of the Properties taken as a whole, is hereby declared to be a nuisance. Any party empowered to enforce this Declaration shall avail itself of all remedies available under applicable law for the abatement of a nuisance, in addition to all other rights and remedies set forth in this Declaration or otherwise available at law or in equity. This Declaration may be enforced by Declarant, its successors and assigns (including, without limitation, the Association after termination of the Class B membership), by proceedings at law or in equity against the person, firm or other entity violating or attempting to violate any covenants, conditions, restrictions or other provisions of this Declaration, either to restrain such violation and/or to recover damages, together with reasonable attorneys' fees and court costs if such party prevails in the action. Further, after the termination of Declarant's Class B membership in the Association, in the event the Association fails to act to enforce any covenant, condition, restriction or other provision of this Declaration, any Owner may bring an enforcement action against any other Owner. In addition to the foregoing remedy of enforcement, Declarant and the Architectural Review Committee shall have the right, through their respective agents and employees, to enter upon the Lot and summarily abate, remove, cure and extinguish any thing or condition that may exist thereon contrary to the provisions hereof. In such event, said parties shall not thereby be deemed to have trespassed upon such Lot and shall not be subject to liability to the Owner or occupant of such Lot for such entry, abatement, removal or cure absent a breach of the peace or a failure to exercise due care. The cost of any abatement or removal of violations authorized under this Declaration shall be a binding, personal obligation of the Owner of the Lot upon which such violation has occurred, as well as a lien (enforceable in the same manner as an assessment against a Lot) upon such Lot.

Section 3. Partial Invalidity. In the event that any one or more of the covenants, conditions, restrictions or provisions in this Declaration are deemed to be invalid, illegal or unenforceable by judgment, court order, statute or failure on the part of Declarant or its successors or assigns to enforce any of such covenants, conditions, restrictions or provisions, such partial invalidity, illegality or unenforceability shall not affect any other portion of this Declaration or be deemed to be a waiver of the right to enforce this Declaration in the future.

Section 4. Binding Effect; Waiver. Except as otherwise specifically provided herein, this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Association, their successors and assigns, the Architectural Review Committee and the Owner or Owners of any Lot, their respective heirs, successors and assigns. The failure of any person or entity entitled to enforce this Declaration or any provision thereof shall not be deemed a waiver of the right of any such person or entity to enforce the Declaration or any portion thereof thereafter. Waiver or any attempted waiver of this Declaration with respect to any Lot shall not be deemed a waiver as to any other Lot nor with respect to the Lot in question as to any subsequent violation, nor shall the violation of this Declaration with respect to any one Lot affect the applicability or enforceability of this Declaration with respect to any other Lots.

Section 5. Rights Assignable. Any and all rights, powers and reservations of Declarant herein contained may be assigned to any person or entity which assumes the duties of Declarant pertaining to the particular rights, powers and reservations assigned. Upon the execution of a writing evidencing its consent to accept such assignment and assume such duties, the person or entity shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as Declarant under this Declaration. The term, "Declarant," as used herein, includes all such assignees and their respective heirs, successors and assigns. If at any time Declarant ceases to exist and has not made any such assignment, a successor Declarant may be appointed by the written consent of the Owners of fifty-one percent (51%) or more of the acreage of the Properties then subject to this Declaration, excluding designated Common Property. Any assignment or appointment made under this Section shall be in recordable form and shall be recorded in the Office of the Clerk of Court for Lancaster County, South Carolina.

Section 6. Mortgagees' Protection; Subordination of Liens. Violation of this Declaration shall not defeat or render invalid the lien of any Mortgage made in good faith and for value upon any portion of the Properties. Any lien created hereunder shall be junior and subordinate to any such Mortgage, unless a suit to foreclose such lien shall have been filed in a court of competent jurisdiction prior to the recordation of such Mortgage; provided, however, that any Mortgagee in actual possession or any purchaser at any trustee's, mortgagee's or foreclosure sale shall be bound by and be subject to this Declaration as fully as any other Owner of the Properties effective upon the date of acquisition.

Section 7. Chain of Title. Each grantee, lessee or other person in interest or occupancy accepting a conveyance, leasehold interest or other demise of an interest in, to or in connection with any Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns, to observe and perform and be bound by this Declaration and to incorporate this Declaration by reference in any conveyance or demise of a leasehold estate of all or any portion of his interest in such Lot.

Section 8. No Reversionary Interest. This Declaration shall not be construed as a condition subsequent or as creating a possibility of reverter, and no provision hereof shall be deemed to vest in the Declarant or any other persons any reversionary interests with respect to any Lot. All reversionary rights are hereby expressly waived by Declarant.

Section 9. Zoning Requirements. This Declaration shall not be interpreted as permitting any action or thing prohibited by applicable zoning laws, or any laws, ordinances or regulations of any governmental authority or by specific restrictions imposed by any deed or other conveyance. In the event of any conflicts, the most restrictive provision shall be deemed to govern and control.

Section 10. Exoneration of Declarant. Each Owner of any Lot in the Properties or any other party interested in the Properties expressly agrees that:

a. No duty or obligation is imposed upon Declarant or the Association to enforce or attempt to enforce any of the covenants, conditions or restrictions contained herein, nor shall Declarant or the Association be subject to any liability of any kind or nature whatsoever for the failure of any third party to enforce such covenants, conditions or restrictions; and

b. Declarant's approval (or approval by the Architectural Review Committee) of any construction, building or Structure, preliminary plans, Plans, specifications, site or landscape plans or elevations or any other approvals or consents given by Declarant (or by the Architectural Review Committee) pursuant hereto or otherwise, shall not be deemed a warranty, representation or covenant that any such Structures, buildings, improvements, landscaping or other action taken pursuant hereto or in reliance thereon complies with any or all applicable laws, rules, requirements or regulations, the sole responsibility for all of same being upon the Owner of the Lot seeking approval, and Declarant and the Architectural Review Committee are expressly released and relieved of any and all liability and responsibility in connection therewith.

Section 11. Applicable to Properties. Nothing contained within this Declaration shall be held or construed to impose any restrictions, covenants or easements on any other land of the Declarant, except for the land contained within the description of the Properties, unless specifically submitted and included within this Declaration by Supplemental Declaration.

Section 12. Properties Easements Reserved; Maintenance Responsibilities; Easements Upon Certain Portions of the Lots Reserved; Optional Maintenance Thereof. There is reserved for the benefit of the Association an easement and the option of exclusive maintenance upon and over those certain strips or bands of property of up to twenty (20) feet in width and over the Lot running contiguous and parallel with the margin of the right-of-way of the street contiguous with the Lot boundary. The Association may exercise its option(s) of exclusive maintenance of said areas: (a) continually or from time to time; and (b) with respect to all Lots or selected Lots, all as the Association may determine, in its sole discretion; and (c) all expenditures incurred by the Association shall be apportioned among the Members by the Association in the form of either annual or special assessments.

Section 13. Utilities and Other Easements. There are reserved for the benefit of the Association and Declarant, its successors and assigns, certain non-exclusive easements and rights-of-way over, under, and along strips of land of each Lot located contiguous to the Common Property for the installation and maintenance of lines, conduits, pipes and necessary for furnishing electric power, gas or other utility services, including water, sewer and drainage facilities.

Section 14. Easements for Benefit of Other Lands. The Association may hereafter grant and accept, and Declarant hereby reserves unto itself, its successors and assigns, easements and other rights for the benefit of the Properties and also for the benefit of other, adjacent land now or hereafter to be developed by Declarant adjacent to, contiguous to or in the vicinity of the Properties, for the purpose of providing such benefits as shared facilities and amenities, reasonable access for pedestrian and vehicular traffic, open areas, green spaces, park lands and other suitable shared uses in, along and over any portion of the Common Property, it being

understood that the Association has no authority to grant easements burdening any property, including the Lots, other than Common Property. Notwithstanding the immediately preceding sentence, the rights reserved by Declarant in, along or over the Common Property for the benefit of adjacent or other property, shall not be available to the owner(s) of such adjacent or other land, unless the owner(s) of such adjacent or other land shall agree to be bound to share with the Owners of Lots in the expenses of operation, maintenance, repair and replacement of the Common Property as are made available to the owner(s) of such land based upon the total number of acres which are or will be entitled to the use and benefit of the Common Property or by such other system designed to allocate ratably the costs and expenses for the maintenance and use of the Common Property; and provided, further, that the obligations to be incurred in connection with the Common Property by such owner(s) of adjacent or other lands shall not accrue or be incurred or due until the date such parties are entitled to actual usage of the Common Property. Each Owner hereby grants to the Association and Declarant an irrevocable "durable" power of attorney (which in the case of individuals shall survive incompetency and in all cases is coupled with an interest) to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the provisions of this Section.

Section 15. Powers of Association. Until the Association is formed or otherwise organized and Declarant conveys Common Property to the Association, Declarant reserves the right to exercise all of the rights and powers of the Association in its place and stead including, without limitation, the right to levy and collect assessments but in all instances in accordance with the terms and conditions of this Declaration and the Architectural Guidelines.

Section 16. Articles of Incorporation and Bylaws of the Association. In the event of a conflict between this Declaration, on the one hand, and the Bylaws or Articles of Incorporation of the Association, on the other, this Declaration shall control. Neither the Articles of Incorporation nor the Bylaws of the Association may be amended without the approval of a majority of the Owners with Class A membership in the Association based upon their proportional ownership of the total acreage contained in all the Lots. In the event of a conflict between this Declaration and the Architectural Guidelines, this Declaration shall control.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed and sealed as of the day and year first above written.

WITNESSES:

Elizabeth B. Dester

Perry T. Little

SPRINGLAND ASSOCIATES, LLC
a South Carolina limited liability company

By: H. E. Purser
H. E. Purser

Its: General Manager

[Corporate Seal]

STATEMENT OF IMPOSITION OF COVENANTS

Lancaster County, South Carolina, the owner in fee simple of that certain tract of land lying in Indian Land Township, Lancaster County, South Carolina, containing 13.53 acres, more or less, as more particularly described on the attached Exhibit B, does hereby subject and impose upon the property described in Exhibit B the within Declaration of Covenants, Conditions and Restrictions for MacMillan Industrial Park (the "Declaration"), as declared and imposed on adjoining property described in Exhibit A thereto by Springland Associates, LLC as Declarant, and does further state and declare that the said tract of 13.53 acres described on the attached Exhibit B shall henceforth be held, sold and used subject to all restrictions and other conditions contained in the Declaration.

IN WITNESS WHEREOF, Lancaster County, South Carolina, has caused this Statement of Imposition of Covenants to be executed and delivered by its undersigned authorized officials this 25th day of March, 1998.

WITNESSES:

Jerry T. Peterson
Dianne Hall

LANCASTER COUNTY, SOUTH CAROLINA

By:

J. Charles Hurst
Typed name and title: J. CHARLES HURST, JR.
County Administrator

Attest:

Jane Plyler
Typed name and title: JANE PLYLER
CLERK TO COUNCIL

[COUNTY SEAL]

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Personally appeared before me, the undersigned witness, and made oath that he/she saw Springland Associates, LLC, a South Carolina limited liability company, by and through H.E. Purser, its General Manager, as and for the act and deed of the corporation, sign, seal, and as the corporate act and deed, deliver the within written instrument, and that he/she with the second witness witnessed the execution thereof.

Sworn to before me this 25th
day of March, 1998

First Witness

Elizabeth B. Doster

Mary Ann Smith (L.S.)
Notary Public for South Carolina

My Commission expires: 12-16-2000

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

Personally appeared before me, the undersigned witness, and made oath that he/she saw Lancaster County, South Carolina, by and through J. Cheppell Hunt, Jr., its ~~County Administrator~~, as and for the act and deed of the County, sign, seal, and as the its act and deed, deliver the within written instrument, and that he/she with the second witness witnessed the execution thereof.

Swoin to before me this 25th
day of March, 1998
Jane Riegler (L.S.)
Notary Public for South Carolina

First Witness

Jerry T. Witherspoon

My Commission expires: 10-19-98

EXHIBIT "A"

"All that certain piece, parcel, or tract of land, lying, being and situate approximately 20 miles north of the City of Lancaster, along S. C. Highway 160, Lancaster County, State of South Carolina, being shown, described, and designated as Tract "B", containing 187.32 acres, more or less, as shown on that certain plat of survey made by R. H. Iseley and J. C. Crumpler, RLS, dated October, 1978, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, at Plat No. 3852, which plat is incorporated herein by reference and made a part hereof, said property being more particularly described as follows:

Beginning at an iron pipe being the southwest corner of Tract A, thence running north 81 degrees 39 minutes east for a distance of 559.96 feet to an iron pipe. Thence running north 7 degrees 53 minutes 15 seconds east for a distance of 1016.56 feet to the centerline of S. C. Highway 160. Thence with said centerline of S. C. Highway 160 the following bearings and distances south 78 degrees 58 minutes and 30 seconds east for a distance of 900 feet, south 78 degrees 07 minutes and 45 seconds east for a distance of 100 feet, south 76 degrees 27 minutes east for a distance of 100 feet, south 73 degrees 22 minutes and 30 seconds east for a distance of 100 feet, south 70 degrees 20 minutes and 45 seconds east for a distance of 100 feet, south 67 degrees 18 minutes and 30 seconds east for a distance of 100 feet, south 64 degrees 15 minutes and 30 seconds east for a distance of 100 feet, south 61 degrees 10 minutes east for a distance of 100 feet, south 57 degrees 42 minutes and 45 seconds east for a distance of 130.10 feet, it being in the centerline of S. C. Highway 160. Thence running south 4 degrees 56 minutes and 30 seconds west for a distance of 148.53 feet to an iron pipe. Thence running south 8 degrees 0 minutes 45 seconds east for a distance of 210.87 feet to an iron pipe. Thence running south 11 degrees 37 minutes west for a distance of 365.12 feet to an iron pipe. Thence running south 61 degrees 40 minutes east for a distance of 125.00 feet to an iron pipe. Thence running south 53 degrees 04 minutes and 30 seconds west for a distance of 854.80 feet to an iron pipe set. Thence running south 18 degrees 26 minutes and 15 seconds west for a distance of 2219.96 feet to an iron pipe set. Thence running south 12 degrees 56 minutes and 30 seconds west for a distance of 218.30 feet to an iron pipe set. Thence running north 84 degrees 27 minutes west for a distance of 960.57 feet to an iron pipe set in the centerline of a branch. Thence running with said centerline of branch south 16 degrees 11 minutes west for a distance of 650.61 feet to an iron pipe set in the centerline intersection of the branch and centerline of the old channel of Sugar Creek. Thence with said centerline of the old channel of Sugar Creek the following courses north 70 degrees 59 minutes and 30 seconds west for a distance of 349.16 feet to an iron pipe set, south 87 degrees 24 minutes and 30 seconds west for a distance of 584.10 feet

to an iron pipe set, south 66 degrees 16 minutes and 45 seconds west for a distance of 475.43 feet to an iron pipe set in the centerline of the old channel of Sugar Creek. Thence running north 25 degrees 44 minutes and 15 seconds east for a distance of 1011.83 feet to an old iron pipe. Thence running north 25 degrees 57 minutes and 30 seconds east for a distance of 1409.60 feet to an old iron pipe. Thence running north 25 degrees 51 minutes east for a distance of 915.28 feet to an old iron pipe. Thence running north 26 degrees 30 minutes east for a distance of 289.46 feet to an old iron pipe by a stone. Thence running north 8 degrees 21 minutes west for a distance of 381.39 feet to the point of beginning."

Being property conveyed to Springland Associates, LLC by Deed of Springland, Inc., as Managing General Partner of Development Associates, said Deed being dated December 28, 1995, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, on February 12, 1996, in Deed Book S-13, Page 51.

EXHIBIT "B"

"All that certain piece, parcel, or tract of land, lying, being and situate approximately 20 miles north of the City of Lancaster, along S. C. Highway 160, Lancaster County, State of South Carolina, being shown, described, and designated as Tract "A", containing 13.53 acres, more or less, as shown on that certain plat of survey made by R. H. Iseley and J. C. Crumpler, RLS, dated October, 1978, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, at Plat No. 3852, which plat is incorporated herein by reference and made a part hereof, said property being more particularly described as follows:

Beginning at an old axle on the property line of C. N. Blackwelder, Sr. and Phifer. Thence running north 79 degrees 51 minutes and 45 seconds east for a distance of 167.25 feet to an old iron pipe. Thence running north 80 degrees 09 minutes and 15 seconds east for a distance of 217.77 feet to an old iron pipe. Thence running north 80 degrees 04 minutes and 15 seconds east for a distance of 220.56 feet to an old iron pipe. Thence running north 4 degrees 22 minutes and 15 seconds east for a distance of 228.40 feet to the centerline of S. C. Highway 160. Thence running with said centerline south 78 degrees 58 minutes and 30 seconds east for a distance of 200.00 feet to a point in the center of S. C. Highway 160. Thence running south 7 degrees 53 minutes and 15 seconds west for a distance of 1016.56 feet to an iron pipe. Thence running south 81 degrees 39 minutes west for a distance of 559.96 feet to the point of beginning."

Being property conveyed to Lancaster County by Deed of Richard H. MacMillan, Jr. and Mary Margaret MacMillan, said Deed being dated November 25, 1997, and recorded in the Office of the Clerk of Court for Lancaster County on the 1st day of December, 1997, in Deed book S-15, Page 306.

EXHIBIT C
INITIAL ARCHITECTURAL GUIDELINES

INTRODUCTION

Pursuant to the Declaration to which these Initial Architectural Guidelines (the "Guidelines") are attached, Declarant and the Architectural Review Committee have adopted the Guidelines in connection with the planning and development of the Properties. These Guidelines are designed to establish several ways and means of providing for the orderly and attractive development of the Properties which are intended to aid in preserving and enhancing the value thereof.

The Architectural Review Committee is the reviewing body which interprets proposals for Plans and the compatibility of Plans submitted by various Owners with the overall general plan of development of the Properties. It is concerned with aesthetics, maintenance and operational aspects of the Properties and it is the responsibility and purpose of the Architectural Review Committee to administer the development criteria and procedures, including these Guidelines.

The process for review of preliminary plans or other Plans (as defined in the Declaration) is set forth in the Declaration. Specific references for procedures are also set forth therein including, without limitation, Article VIII of the Declaration.

PURPOSE

The primary objectives in establishing these Guidelines are:

- To protect property values and enhance each Owner's investment by insuring a well-planned and maintained development within the Properties;
- To provide a harmonious relationship among all Structures and other improvements located within the Properties;
- To minimize disturbing influences on adjacent or neighboring properties; and
- To contribute to a favorable environment for the Properties and the Owners or occupants located therein.

These Guidelines are designed to be both general and specific so that a set of standards can be identified for each Lot.

Notwithstanding anything to the contrary, nothing contained in these Guidelines shall take precedence over requirements imposed by federal, state and local laws, ordinances and regulations applicable to the Properties and the development thereof.

DESIGN, REVIEW AND APPROVAL PROCEDURE

Initial Submission of Schematic Design Plans. Each Owner shall first submit schematic design plans ("Schematic Plans") for preliminary review by the Architectural Review Committee. Schematic Plans shall include a general site plan for the Lot which identifies or illustrates exterior elevations, a general description of building materials to be used in construction of buildings, Structures and other improvements, and floor plans for all Structures or other building improvements. The Owner shall submit triplicate counterparts of the Schematic Plans. The Architectural Review Committee shall review and approve or comment upon the Schematic Plans no later than fifteen (15) days after receipt of the Owner's submission of same. If the Architectural Review Committee provides any comments or otherwise disapproves of any part or portion of the Schematic Plans, Owner shall respond in writing or by the submission of modified Schematic Plans no later than fifteen (15) days after receipt of the Architectural Review Committee's comments or objections. The Owner shall submit triplicate counterparts of its response or the modified Schematic Plans to the Architectural Review Committee. The Architectural Review Committee shall return one (1) set of the Schematic Plans with its comments, approval or disapproval.

Final Plan Submittal. After approval of Schematic Plans, final, fully completed Plans shall be submitted for approval. Final Plans shall include a site development plan of the Lot, including the nature of proposed "cuts" to existing terrain and grading, together with an identification or description of the Structures and all improvements to be located upon the Lot, including without limitation, the specific nature, kind, shape and materials to be used in construction of Structures and all other improvements. Final Plans shall also depict all Structures and improvements, as well as landscape, irrigation, signage and lighting plans. With respect to all Structures and improvements, the Plans for the main floor of each Structure shall identify and locate all entrances and exits to and from the Structure, as well as any truck loading areas, garbage storage or "dumpster" site areas and the locations of appendages to the exteriors of buildings or Structures. Elevations for each Structure shall also be included, together with the specifications for exterior materials and colors, including color boards and color chips. Final Plans shall be submitted in triplicate and one (1) set shall be returned by the Architectural Review Committee with its approval or comments. The Architectural Review Committee shall have fifteen (15) days after receipt of the submission of the Final Plans within which to respond to the Owner with its comments and/or approval.

In no event shall the Owner commence any construction upon its Lot until the Architectural Review Committee has approved the Final Plans.

Fees and Charges. The Architectural Review Committee shall be reimbursed a reasonable fee to defray its costs in connection with professional review of the Final Plan submission. In addition, the Owner shall be responsible for the cost of all permits and other fees

incurred by the Owner in connection with its construction of Structures and improvements upon the Lot and all development thereof.

SITE DEVELOPMENT STANDARDS

In connection with submission of both Schematic Plans and Final Plans, as well as with respect to the construction of Structures and improvements upon the Lot, the Architectural Review Committee shall require compliance with the following site development standards:

Open Space, Landscape and Site Planning:

1. The Architectural Review Committee will require that no less than twenty percent (20%) of each Lot shall be left as either natural terrain or maintained as landscaped area. Grading of the Lot must be undertaken in order to avoid trespass or other adverse impact upon Common Property or adjacent property which is not part of the Owner's Lot and to avoid excessive "cuts" of the natural terrain of the Lot. A slope ratio of no greater than 2:1 shall be generally required. Retaining walls shall be constructed of materials compatible with the exterior of Structures and other improvements and the location and general description of same shall be included in the Plans to be submitted to the Architectural Review Committee for approval. All berms, channels or swales to be installed or located upon the Lot must be undertaken in a manner which will be designed to integrate with the natural terrain and graded or paved portions of the Lot to the maximum extent possible.
2. Lots with frontage on S.C. Highway 160 should include a minimum 150 foot-wide buffer zone measured from a future right-of-way of S.C. Highway 160 which is assumed to be 110 feet wide centered on the existing road. This landscaped area shall retain existing trees and woodland wherever possible and grading plans should be prepared to place priority on tree-saving in these areas. The Architectural Committee will require supplemental landscaping to be added as a part of the overall site improvements to maintain an informal/pastoral appearance consistent with the overall S.C. Highway 160 corridor plan.
3. A minimum 75 foot buffer shall be provided on external provided boundaries of adjoining properties not included in MacMillan Industrial Park, provided that a minimum 50 feet of wooded zone remains after site grading. If no wooded zone exists, or is cleared during grading, then the buffer shall be increased to 100 feet and landscaped with a minimum of 12 trees and 60 shrubs per 100 linear feet of perimeter boundary.
4. In order to reduce the visual impact of a large building on views from S.C. Highway 160 and adjoining tracts, the finished floor elevation of the primary structure should be at an approximate elevation of 600 feet (+/-5 feet) above mean sea level or lower. Certain building components such as the office areas of the primary Structure may be located on the S.C. Highway frontage Lot line with a finished floor elevation slightly higher than the balance of the structure.

Parking and Service Areas:

1. All parking areas located upon the Lot shall be designed and paved in a manner to integrate with existing terrain or areas to be landscaped within the boundaries of the Lot. The Architectural Review Committee shall limit a "run" or "cluster" of parking spaces to no more than thirty (30) with a required installation of a landscaped buffer eight feet (8') wide and eighteen feet (18') long between "runs" or "clusters." Parking "runs" or "clusters" which face each other shall generally be separated by landscaped median buffers of no less than eight feet (8') in width, subject to location of Structures and natural topographical conditions or requirements which will be considered by the Architectural Review Committee. The end of each parking "run" or "cluster" shall be bounded by a landscaped buffer which must also be at least eight feet (8') in width.

2. Only customer parking shall be permitted on the S.C. Highway 160 Lot line of the primary Structure and comprising no more than 30 spaces. All employee parking and truck parking shall be provided to the rear or side of the primary structure. No more than two sides of the primary structure shall provide more than one single double-loaded parking zone.

3. No loading or service area shall be permitted between the front of the primary Structure to be located upon the Lot and the front street boundary. All loading and material handling areas shall be located on the least visible side of the primary Structure to be located upon the Lot and shall be screened as provided above. All parking and service areas shall be screened from view from a public right-of-way and adjoining properties. Planting used to comply with this requirement must be installed so as to attain mature size within 3 years. Structural enclosures (walls, fences) must meet the approval of the Architectural Review Committee. The location of all fences or walls to be constructed upon the Lot shall be included within the Final Plans to be approved by the Architectural Review Committee.

Stormwater Management:

1. All minimum standards set by local ordinance shall be met or exceeded.
2. The first 1/2 inch of rainfall shall be contained in a stormwater control device. Such devices may include basins or structures such as parking lot detention, underground vaults, dry or wet ponds.
3. Stormwater structures shall be landscaped following installation to blend into the site.

Exterior Lighting. All lights for purposes of illuminating parking lots located upon the Lot shall not exceed twenty feet (20') in height under circumstances where the primary Structure or building to be located upon the Lot is one story in height. In the event that the primary Structure exceeds one story, the parking lot lights shall not exceed thirty feet (30') in height. Regardless of the number of stories which are to comprise the primary Structure to be located upon the Lot, parking lot lights not to exceed thirty feet (30') in height will be permitted in areas

provided for the maneuvering of trucks or other special equipment or areas designated for concentrated parking. All parking lights shall be bronze fixtures installed on bronze anodized aluminum poles and shall cast sodium lighting. The location for all lights for signage or illumination of the exterior of Structures to be located upon the Lot and lights installed as part of the security for the Structures must be identified and located upon the Final Plans and are subject to the approval of the Architectural Review Committee. Metal halide lighting will be permitted in conjunction with certain building materials, such as reflective glass curtain walls.

Utility Lines. All utility lines shall be constructed under ground.

DRIVEWAYS/TRAFFIC CIRCULATION

Direct Access to Highway. Direct access from S.C. Highway 160 to a Lot shall be provided in no more than two locations: one as a public street designed to serve multiple parcels in the business park and one directly into the customer/office zone of the Lot.

Driveways. Main driveways should be directed toward the primary Structure entry and customer parking areas. Truck access should typically be separated from customer traffic and not have access directly from S.C. Highway 160.

BUILDING ARCHITECTURAL DESIGN STANDARDS

Prohibited Materials. The use of concrete block, corrugated metal, pre-engineered metals installed with exposed fasteners and unfinished pre-cast panels are prohibited in connection with the construction of the exterior of any Structures or other improvements. Subject to the approval of the Architectural Review Committee, the use of pre-engineered metal panel systems with concealed fasteners, pre-cast concrete panels free of imperfections and concrete burrs painted with pre-approved paint, and pre-cast concrete panels free of all imperfections and concrete burrs exhibiting a natural color through the use of exposed aggregates and a colored matrix will be permitted. In its review of Plans, the Architectural Review Committee intends to require materials used in connection with the exteriors of buildings or other Structures to be of high quality and compatible in design and material components with all other Structures within the Lot.

Exterior Equipment. Exterior equipment such as storage tanks, cooling towers, transformers, antennae, electronic receivers and other similar equipment and facilities, including those located upon the roofs of Structures, shall be (i) screened from pedestrian and vehicular view from the streets or sidewalks adjacent to the Lot upon which they are located, or (ii) located upon the Lot subject to the approval of the Architectural Review Committee so as to minimize, to the extent reasonably practical, visibility from adjacent Lots and streets or rights of way. The materials used for screening shall be compatible in architectural and aesthetic design with the building materials employed in construction with the primary Structure or other improvements located upon the Lot.

Specific Architectural Building Controls:

1. Large Structures with broad wall areas shall provide for articulation of public and/or office portions of the building by introducing a change in massing (protruding or recessing a wall segment), a change in material, height, texture, etc.
2. The public/office portions of the primary Structure shall articulate a more human scale, i.e.: use of windows, columns, and/or a pitched roof. Roofs on office areas should be designed to distinguish these areas of the Structure from plant portions of the Structure.
3. Where tilt-up concrete is used, design elements which modify the scale and mass of wall shall be incorporated through design of joints and reveals, banding recesses, etc.
4. Exposed downspouts shall be recessed on the exterior wall of the Structure.

All designed areas outside of the exterior of the Structure and improvements must be clearly designated upon the Final Plans to be reviewed by the Architectural Review Committee.

Licensed Architect or Engineer. All Final Plans submitted for review and approval by the Architectural Review Committee shall be prepared under seal by an architect or engineer licensed to practice in the State of South Carolina.

SIGNAGE STANDARDS

Each Owner shall be permitted to erect one (1) temporary sign per Lot prior to and during construction of Structures and improvements. After construction is substantially complete, temporary signs shall be removed and may be replaced with a single, permanent building identification sign. Each building identification sign will be constructed of standard materials prescribed by the Architectural Review Committee and shall be uniform throughout the Properties. No building identification sign shall be attached to any Structure or building located upon a Lot and shall be free-standing and located in a manner intended to provide ready identification from streets or other rights of way located within the Properties. Subject to requirements of applicable governmental regulations, all directional signs and traffic control signage located throughout the Properties shall be designed in a manner consistent with the requirements for building identification signage adopted by the Architectural Review Committee.

A single ground mounted monument sign not exceeding 6 feet in total height and not exceeding a total of 100 square feet of total sign area is permitted in the buffer zone adjacent to S.C. Highway 160. Additional ground mounted signs not exceeding 4 feet in total height and 50 square feet of total sign area are permitted at the driveway entrances from the internal public street.

The final Plans submitted for approval pursuant to the requirements set forth above, shall identify the location of the permanent building identification sign, if any, which the Owner

desires to locate upon the Lot. Any relocation of or modifications to permanent building identification signs must first be reviewed and approved by the Architectural Review Committee.

LANDSCAPE STANDARDS

It is the intent of the Architectural Review Committee for landscaping and natural terrain to be maintained and controlled in order to provide a uniform and compatible appearance of unimproved areas located throughout the Lots and Properties. The Final Plans to be submitted to the Architectural Review Committee for approval will include a landscaping and irrigation plan, as well as proposals for grading for each Lot. The Association reserves the right of exclusive maintenance within an area of up to twenty feet (20') running from the front boundary line of each Lot and within the boundaries of said Lot as more particularly provided in the Declaration. In addition, the Association will install and maintain all landscaping located within streets or right-of-way areas of the Common Property. Plans submitted for approval will address issues relating to erosion and sedimentation control, temporary drainage, sloping, the location of utilities, clearing of the Lot in conjunction with construction of Structures and improvements and disturbance to the existing terrain. To the extent reasonably practicable, each Owner will be required to employ berming in conjunction with landscaping in order to screen parking and vehicular turn areas. After the completion of construction of Structures and improvements upon any Lot, any additional landscaping site work desired to be undertaken by the Owner which is not contained within approved Plans must be submitted to the Architectural Review Committee for approval prior to the commencement of such work.

All landscape plans and specifications are to be prepared by licensed individuals who are trained in the preparation of such plans and specifications. Open areas not occupied by Structures or paved areas shall be drained, graded and landscaped with lawn, trees and shrubs and shall be irrigated in an approved manner. Areas set aside as natural areas shall also be maintained in an approved manner. All dead plant materials must be removed and all unsightly understory material shall be stripped away to permit growth of existing vegetation and trees. All graded areas adjacent to natural or buffer areas shall be graded in a manner that preserves natural drainage patterns.

During construction, reasonable precautions shall be taken to preserve existing trees. Preservation measures shall include, but are not limited to, the following:

- a. No placement of soil within the tree canopy areas.
- b. Maintenance of the natural draining of individual trees.
- c. Restriction of construction vehicles from entering areas that are scheduled for preservation by providing barriers at the canopy or drip line of the trees. All tree preservation measures, including barricades or fences, shall be shown on the Plans submitted for approval.

GENERAL MAINTENANCE STANDARDS

Each Owner is responsible for maintaining his Lot in a neat, sightly, safe and well-kept manner in all material respects. The Association shall be responsible for enforcement of maintenance standards throughout the Property and will take any necessary steps in order to require Owners to adhere to appropriate standards in all material respects. At a minimum, each Owner shall be responsible for the maintenance of its Lot to a standard and quality of maintenance observed by the Association with respect to its maintenance of the Common Property. Each Owner shall be responsible for the timely removal of diseased or dead growth and the replacement of same, subject to reasonable requirements for planting.

As provided in the Declaration, each Lot may be subject to a lien in the event its Owner, after required notice, fails to maintain the Lot in accordance with uniform standards promulgated by the Association.

WAIVER OF MINOR VIOLATIONS

In addition to the approval of Plans and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of the Declaration or these Guidelines. No variance granted pursuant to the authority herein contained shall constitute a waiver of any provisions of the Declaration or these Guidelines as applied to any other person, Owner, Lot or property.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1883

Contact Person / Sponsor: Dennis Marstall/Administration, Ginny Merck-Dupont/Attorney, and Allison Hardin/Development Services

Department: Administration

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

To unify the planning services and code enforcement requests from the Town of Heath Springs via the attached ordinance.

Points to Consider:

History: County Planning staff provided planning and zoning services to the Towns, including Van Wyck, as they do to unincorporated areas of Lancaster County until May 2021, when County Administrator Steve Willis issued a memo to Rox Burhans that discontinued the provision of planning and zoning services to all the municipalities, based upon changes in Van Wyck.

The memo noted that the County would continue to provide building code services and stormwater management services to the Town of Van Wyck, “as they lack certified staff.”

This ordinance sets the intergovernmental agreements between Lancaster County and the Town of Heath Springs into code. An accompanying ordinance addresses the Town of Kershaw and staff will evaluate if any changes are warranted for Van Wyck, understanding they are providing their own planning and development services.

Funding and Liability Factors:

Funding: cost to enforce codes and regulations for the two towns in addition to current work load. There is an additional charge identified for County staff time that goes beyond the basic services outlined to be provided by the County.

Liability: Without a properly executed agreement, Lancaster County staff cannot enforce land use laws within town jurisdictions.

Recommendation:

Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance No. 2023-1883	11/8/2023	Ordinance
Exhibit A to Ordinance 2023-1883 - Draft IGA - Heath Springs	11/7/2023	Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2023-1883

AN ORDINANCE OF LANCASTER COUNTY, SOUTH CAROLINA AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND THE TOWN OF HEATH SPRINGS, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the Town of Heath Springs has requested Lancaster County consider allowing the Lancaster County Planning Commission to perform certain planning functions in the area of jurisdiction of the Town; and

WHEREAS, a municipality is authorized by S.C. Code Ann. § 6-29-330 to designate, by ordinance the county planning commission as the official planning commission of the municipality; and

WHEREAS, both Lancaster County and the Town of Heath Springs need to pass lawful ordinances approving the terms and execution and delivery of this Intergovernmental Agreement; and

WHEREAS, the parties are determined to enter into an Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A (the “**Intergovernmental Agreement**”), to establish the provisions, requirements and conditions for the County to provide to Planning functions in the area of jurisdiction of the Town of Heath Springs, South Carolina, including, but not limited to, activities related to the comprehensive plan, the Town’s unified development ordinance, and official zoning map in conformance with the comprehensive Planning Enabling Act of 1994 and the Town of Heath Springs unified development ordinance.

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Authorization.

1. Subject to the conditions in the Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A, Lancaster County will provide Planning functions in the area of jurisdiction of the Town of Heath Springs.

2. There is hereby approved and directed to be executed and delivered to the Town of Heath Springs the Intergovernmental Agreement pertaining to the provision of Planning services by Lancaster County. Such Intergovernmental Agreement shall be in substantially the form attached to this Ordinance as Exhibit A, or with such changes or revisions thereto as are consistent with this Ordinance.

3. The County Administrator for Lancaster County (the “**County Administrator**”) is authorized, empowered and directed to execute, acknowledge and deliver the Intergovernmental

Agreement in the name of and on behalf of the County, in substantially the form presented hereto with such changes or revisions as he may determine in his sole discretion.

4. The County Administrator and the Council Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate and to carry out the intentions of this Ordinance.

Section 2. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections, or parts hereof shall be held or deemed to be or shall in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance.

Section 3. Conflicting Provisions.

Any ordinance, resolution or other order of the Lancaster County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 4. Effective Date.

This Ordinance shall take effect only after the County Council has approved it after three readings and a public hearing has been duly and timely held and after the Town Council of the Town of Heath Springs has also approved the Intergovernmental Agreement as required by law.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chairman
Lancaster County Council

By: _____
Billy Mosteller, Secretary
Lancaster County Council

ATTEST:

Sherrie Simpson, Clerk to Council
Lancaster County Council

First reading: November 13, 2023
Second reading: November 27, 2023
Public Hearing: December 11, 2023
Third reading: December 11, 2023

Approved as to form:

Virginia L. Merck-Dupont, County Attorney

EXHIBIT A

Form of Intergovernmental Agreement

representative of the County will prepare staff report items and present said items to the Planning Commission. Once the Planning Commission has made a recommendation, the recommendation will be returned to the Town Council. A member of Town staff will present the review and return the recommendations to the Town Council for action.

- B. **Site Plan, Plats, and Subdivision Review.** By mutual agreement, at the request of the Town of Heath Springs, the Lancaster County Planning Commission, County Planning Department Staff, County Zoning Department Staff, and County Building Department Staff shall review and offer recommendations as appropriate, for commercial, multifamily site plans, residential subdivision applications, and other land development applications, including but not limited to plat review, consistent with the Town's adopted ordinances. Lancaster County Planning Staff will handle public and legal notifications. The County Planning Staff and Technical Review Committee will jointly review site plans and subdivision applications. The County Building Department Staff shall be responsible for issuing building permits, performing inspections, and issuing Certificates of Occupancy on behalf of the Town. The County Planning Commission will make final determinations on major subdivisions of property, as outlined in S.C. Code Ann. § 6-29-1150.
- C. **Variances and Appeals.** By mutual agreement, at the request of the Town of Heath Springs, the Lancaster County Board of Zoning Appeals will hold hearings and make rulings on variance requests, special exceptions, conditional uses, and appeal of administrative actions related to the Town of Heath Springs's unified development ordinance. A member of the Lancaster County Planning and Zoning Staff will present the review.
- D. **Code Enforcement.** By mutual agreement, and at the request of the Town of Heath Springs, the Lancaster County Zoning Department Staff will perform Code Enforcement responsibilities on properties located in the Town Limits. Codes enforced by County Staff will include the Town of Heath Springs unified development ordinance and the International Property Maintenance Code, as published by the International Code Council. Lancaster County Staff will have the full complement of abilities to act on behalf of the Town of Heath Springs when policing nuisances and code violations. Lancaster County Zoning Staff will perform the work and reviews required.
- E. **Comprehensive Plan.** Pursuant to S.C. Code Ann. § 6-29-510, the Planning Commission shall assist in the preparation of the Town's Comprehensive Plan and its periodic updates. The Planning Commission shall review and provide recommendations to the Town on the Plan as a whole or by individual element, upon request by the Town. It is anticipated that the Town will take the lead and/or hire a contractor to write the state-required five-year updates and ten-year rewrites; if this is not achievable, the Town may join in on a County contract for updates and rewrites, paying a prorated amount to cover their jurisdiction and estimated future growth areas. Lancaster County Staff will handle public and legal notification. Lancaster County staff will also, as requested, attend a reasonable number of public input meetings for the Comprehensive Plan. Once the Lancaster County Planning Commission has held the requisite meetings and made a recommendation, the Lancaster County Planning Staff will return the documents and recommendations to the Town Council. A member of Town staff will present the review and return the recommendations to the Town Council for action.
- F. **Other Matters.** By mutual agreement and upon request or referral by the Town of Heath Springs, the Planning Commission and/or the County Planning Staff shall assist in other

appropriate Planning and Zoning matters. The Town shall reimburse the County Planning Department for administrative review services rendered on an hourly basis, not to exceed \$50.00 per hour.

- G. **Administration.** All applications shall be duly filed with Lancaster County, with all appropriate fees collected by the County. Upon determination that the application is complete, it may then be referred to the County Planning Commission or other appropriate reviewing agency or staff.

Section 4. Agreement. Upon the effective date of this Ordinance and upon approval by Lancaster County and the Town of Heath Springs, Lancaster County and the Town of Heath Springs are hereby authorized to execute and deliver an Intergovernmental Agreement (attached hereto as Exhibit A) providing for the services as described herein and the terms of such Intergovernmental Agreement shall constitute the entire agreement between the parties for the Lancaster County Planning Commission, Lancaster County Board of Zoning Appeals, Lancaster County Planning Department, Lancaster County Zoning Department, Lancaster County Building Department, and Lancaster County Administration.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first written above.

COUNTY OF LANCASTER

TOWN OF HEATH SPRINGS

By its: Administrator

By its: Administrator

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1884

Contact Person / Sponsor: Dennis Marstall/Administration, Ginny Merck-Dupont/Attorney, and Allison Hardin/Development Services

Department: Administration

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

To unify the planning services and code enforcement requests from the Town of Kershaw via the attached ordinance.

Points to Consider:

History: County Planning staff provided planning and zoning services to the Towns, including Van Wyck, as they do to unincorporated areas of Lancaster County until May 2021, when County Administrator Steve Willis issued a memo to Rox Burhans that discontinued the provision of planning and zoning services to all the municipalities, based upon changes in Van Wyck.

The memo noted that the County would continue to provide building code services and stormwater management services to the Town of Van Wyck, “as they lack certified staff.”

This ordinance sets the intergovernmental agreements between Lancaster County and the town of Kershaw into code. An accompanying ordinance addresses the Town of Heath Springs and staff will evaluate if any changes are warranted for Van Wyck, understanding they are providing their own planning and development services.

Funding and Liability Factors:

Funding: cost to enforce codes and regulations for the two towns in addition to current work load. There is an additional charge identified for County staff time that goes beyond the basic services outlined to be provided by the County.

Liability: without a properly executed agreement, Lancaster County staff can not enforce land use laws in the town jurisdictions

Recommendation:

Approve the IGA.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance No. 2023-1884	11/8/2023	Ordinance
Exhibit A to Ordinance 2023-1884 - Draft IGA - Kershaw	11/7/2023	Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2023-1884

AN ORDINANCE OF LANCASTER COUNTY, SOUTH CAROLINA AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND THE TOWN OF KERSHAW, SOUTH CAROLINA; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the Town of Kershaw has requested Lancaster County consider allowing the Lancaster County Planning Commission to perform certain planning functions in the area of jurisdiction of the Town; and

WHEREAS, a municipality is authorized by S.C. Code Ann. § 6-29-330 to designate, by ordinance the county planning commission as the official planning commission of the municipality; and

WHEREAS, both Lancaster County and the Town of Kershaw need to pass lawful ordinances approving the terms and execution and delivery of this Intergovernmental Agreement; and

WHEREAS, the parties are determined to enter into an Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A (the “**Intergovernmental Agreement**”), to establish the provisions, requirements and conditions for the County to provide to Planning functions in the area of jurisdiction of the Town of Kershaw, South Carolina, including, but not limited to, activities related to the comprehensive plan, the Town’s unified development ordinance, and official zoning map in conformance with the comprehensive Planning Enabling Act of 1994 and the Town of Kershaw unified development ordinance.

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

Section 1. Authorization.

1. Subject to the conditions in the Intergovernmental Agreement, a copy of which is attached hereto as Exhibit A, Lancaster County will provide Planning functions in the area of jurisdiction of the Town of Kershaw.

2. There is hereby approved and directed to be executed and delivered to the Town of Kershaw the Intergovernmental Agreement pertaining to the provision of Planning services by Lancaster County. Such Intergovernmental Agreement shall be in substantially the form attached to this Ordinance as Exhibit A, or with such changes or revisions thereto as are consistent with this Ordinance.

3. The County Administrator for Lancaster County (the “**County Administrator**”) is authorized, empowered and directed to execute, acknowledge and deliver the Intergovernmental

Agreement in the name of and on behalf of the County, in substantially the form presented hereto with such changes or revisions as he may determine in his sole discretion.

4. The County Administrator and the Council Clerk are hereby authorized and directed to take any and all such further actions as shall be deemed necessary or desirable in order to effectuate and to carry out the intentions of this Ordinance.

Section 2. Severability.

The provisions of this Ordinance are severable, and if any one or more of the provisions, sentences, clauses, sections, or parts hereof shall be held or deemed to be or shall in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because of conflict with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever. It is hereby declared that this Ordinance would have been enacted if such inoperative or unenforceable or invalid provisions, sentences, clauses or sections or parts (i) shall be deemed severable from the remaining covenants and agreements and portions thereof provided in this Ordinance, and (ii) shall in no way affect the validity of the other provisions of this Ordinance.

Section 3. Conflicting Provisions.

Any ordinance, resolution or other order of the Lancaster County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 4. Effective Date.

This Ordinance shall take effect only after the County Council has approved it after three readings and a public hearing has been duly and timely held and after the Town Council of the Town of Kershaw has also approved the Intergovernmental Agreement as required by law.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
Steve Harper, Chairman
Lancaster County Council

By: _____
Billy Mosteller, Secretary
Lancaster County Council

ATTEST:

Sherrie Simpson, Clerk to Council
Lancaster County Council

First reading: November 13, 2023
Second reading: November 27, 2023
Public Hearing: December 11, 2023
Third reading: December 11, 2023

Approved as to form:

Virginia L. Merck-Dupont, County Attorney

EXHIBIT A

Form of Intergovernmental Agreement

representative of the County will prepare staff report items and present said items to the Planning Commission. Once the Planning Commission has made a recommendation, the recommendation will be returned to the Town Council. A member of Town staff will present the review and return the recommendations to the Town Council for action.

- B. **Site Plan, Plats, and Subdivision Review.** By mutual agreement, at the request of the Town of Kershaw, the Lancaster County Planning Commission, County Planning Department Staff, County Zoning Department Staff, and County Building Department Staff shall review and offer recommendations as appropriate, for commercial, multifamily site plans, residential subdivision applications, and other land development applications, including but not limited to plat review, consistent with the Town's adopted ordinances. Lancaster County Planning Staff will handle public and legal notifications. The County Planning Staff and Technical Review Committee will jointly review site plans and subdivision applications. The County Building Department Staff shall be responsible for issuing building permits, performing inspections, and issuing Certificates of Occupancy on behalf of the Town. The County Planning Commission will make final determinations on major subdivisions of property, as outlined in S.C. Code Ann. § 6-29-1150.
- C. **Variances and Appeals.** By mutual agreement, at the request of the Town of Kershaw, the Lancaster County Board of Zoning Appeals will hold hearings and make rulings on variance requests, special exceptions, conditional uses, and appeal of administrative actions related to the Town of Kershaw's unified development ordinance. A member of the Lancaster County Planning and Zoning Staff will present the review.
- D. **Code Enforcement.** By mutual agreement, and at the request of the Town of Kershaw, the Lancaster County Zoning Department Staff will perform Code Enforcement responsibilities on properties located in the Town Limits. Codes enforced by County Staff will include the Town of Kershaw unified development ordinance and the International Property Maintenance Code, as published by the International Code Council. Lancaster County Staff will have the full complement of abilities to act on behalf of the Town of Kershaw when policing nuisances and code violations. Lancaster County Zoning Staff will perform the work and reviews required.
- E. **Comprehensive Plan.** Pursuant to S.C. Code Ann. § 6-29-510, the Planning Commission shall assist in the preparation of the Town's Comprehensive Plan and its periodic updates. The Planning Commission shall review and provide recommendations to the Town on the Plan as a whole or by individual element, upon request by the Town. It is anticipated that the Town will take the lead and/or hire a contractor to write the state-required five-year updates and ten-year rewrites; if this is not achievable, the Town may join in on a County contract for updates and rewrites, paying a prorated amount to cover their jurisdiction and estimated future growth areas. Lancaster County Staff will handle public and legal notification. Lancaster County staff will also, as requested, attend a reasonable number of public input meetings for the Comprehensive Plan. Once the Lancaster County Planning Commission has held the requisite meetings and made a recommendation, the Lancaster County Planning Staff will return the documents and recommendations to the Town Council. A member of Town staff will present the review and return the recommendations to the Town Council for action.
- F. **Other Matters.** By mutual agreement and upon request or referral by the Town of Kershaw, the Planning Commission and/or the County Planning Staff shall assist in other appropriate Planning and Zoning matters. The Town shall reimburse the County Planning Department

for administrative review services rendered on an hourly basis, not to exceed \$50.00 per hour.

- G. **Administration.** All applications shall be duly filed with Lancaster County, with all appropriate fees collected by the County. Upon determination that the application is complete, it may then be referred to the County Planning Commission or other appropriate reviewing agency or staff.

Section 4. Agreement. Upon the effective date of this Ordinance and upon approval by Lancaster County and the Town of Kershaw, Lancaster County and the Town of Kershaw are hereby authorized to execute and deliver an Intergovernmental Agreement (attached hereto as Exhibit A) providing for the services as described herein and the terms of such Intergovernmental Agreement shall constitute the entire agreement between the parties for the Lancaster County Planning Commission, Lancaster County Board of Zoning Appeals, Lancaster County Planning Department, Lancaster County Zoning Department, Lancaster County Building Department, and Lancaster County Administration.

WHEREFORE, the parties have caused this Agreement to be signed as of the date and year first written above.

COUNTY OF LANCASTER

TOWN OF KERSHAW

By its: Administrator

By its: Administrator

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1885

Contact Person / Sponsor: Dennis Marstall/Administration, Ginny Merck-Dupont/ Attorney and Allison Hardin/Development Services

Department: Administration

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

To clean up the current Code of Ordinances to properly reflect the services being offered by the County to the four municipalities and to properly reflect the composition of the Planning Commission in accordance with the Intergovernmental Agreements between the County and Towns of Heath Springs and Kershaw.

UPDATE SINCE 1ST READING: Staff has drafted an amendment to Article II, Section 25-21, paragraph (b) , as requested by Council to clarify the Planning Commission membership and responsibility for representation. The new paragraph proposed is as follows, with edits highlighted:

The planning commission shall have seven (7) members appointed by the county council. One (1) member must be appointed from each of the seven (7) county council districts, upon recommendation of the council member elected from that district. The member must reside in the district for which the member is appointed. In the appointment of planning commission members, the council shall consider their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. Members shall represent a broad cross section of the interests and concerns within the county, and, per agreements made between Lancaster County and the Towns of Heath Springs and Kershaw via Ordinance 2023-xxxx, the member who represents District 6 shall also represent the incorporated areas of the towns of Heath Springs and Kershaw.

Points to Consider:

The current Code of Ordinances does not reflect the proper number of municipalities which are now incorporated and needs to be corrected. In addition, a number of services being provided by the County are either not codified or need to be removed as they are no longer being provided. This ordinance will update the Code and clarify the services being provided to the municipalities.

The ordinance will also clarify the composition of the Planning Commission in accordance with the request by the Towns of Heath Springs and Kershaw for the County to provide planning services within the municipal limits.

Funding and Liability Factors:

These changes may require additional staff in the future to provide the planning, building and code enforcement services desired for the growing county.

Recommendation:

Adopt the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance No. 2023-1885	11/20/2023	Ordinance

STATE OF SOUTH CAROLINA

)

)

COUNTY OF LANCASTER

)

ORDINANCE NO. 2023-1885

AN ORDINANCE

TO AMEND ARTICLE IV OF CHAPTER 25 OF THE LANCASTER COUNTY CODE SO AS TO AMEND THE DUTIES OF THE BUILDING DEPARTMENT, PLANNING DEPARTMENT, AND THE ZONING DEPARTMENT PER THE INTENT OF THE INTERGOVERNMENTAL AGREEMENTS SIGNED BETWEEN LANCASTER COUNTY AND THE TOWNS OF HEATH SPRINGS AND KERSHAW; AND OTHER MATTERS RELATING THERETO.

Be it ordained by the Council of Lancaster County, South Carolina:

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) The Towns of Heath Springs and Kershaw have passed ordinances to request Lancaster County provide building, code enforcement, planning and zoning services to the communities in the same manner as the services are provided outside of town jurisdictional boundaries.
- (b) The County, at this time, has staff engaged in building inspections and permitting, code enforcement, plan review, and zoning interpretation for unincorporated areas of Lancaster County, and who perform those roles daily.
- (c) The County also has a duly appointed planning commission that meets the requirements of the SC Code of Laws, Chapter 29 (South Carolina Local Government Comprehensive Planning Enabling Act of 1994), which includes a member that represents the County district that includes the Towns of Heath Springs and Kershaw.
- (d) The County contracts with outside planning agencies for long-range planning activities such as comprehensive planning and code revisions.
- (e) The County finds that the daily operations for building inspections and permitting, code enforcement, plan review, and zoning interpretation for the Towns of Heath Springs and Kershaw are within the current capacity of staff to address without significant additional cost to the County.
- (f) The County also finds for special projects requiring outside contracting, including but not limited to comprehensive plan drafts and code revisions, a proportionate share of the cost should be shared by the Towns of Heath Springs and Kershaw.
- (g) The County, the Town of Heath Springs, and the Town of Kershaw are entering into intergovernmental agreements (IGAs) to provide the services listed above and enumerated on the IGA.
- (h) As part of those IGAs, the Towns of Heath Springs and Kershaw have considered the issue of equal representation on the planning commission and agree that the current membership formula, adopted rules of organizational procedure, and administrative support apparatus, is acceptable and shall remain unchanged.

Additions are Underlined. Deletions are ~~Struck Through~~.

Section 2. Amendments.

Chapter 25 of the Code of Ordinances for Lancaster County is hereby amended as follows:

ARTICLE II. PLANNING COMMISSION

Sec. 25-21. Planning commission established, etc.

- (a) There is established a planning commission for Lancaster County, which shall have the powers and duties as provided in the S.C. Code §§ 6-29-310 through 6-29-380, as may be amended from time to time.
- (b) The planning commission shall have seven (7) members appointed by the county council. One (1) member must be appointed from each of the seven (7) county council districts, upon recommendation of the council member elected from that district. The member must reside in the district for which the member is appointed. In the appointment of planning commission members, the council shall consider their professional expertise, knowledge of the community, and concern for the future welfare of the total community and its citizens. Members shall represent a broad cross section of the interests and concerns within the county, and, per agreements made between Lancaster County and the Towns of Heath Springs and Kershaw via Ordinance 2023-xxxx, the member who represents District 6 shall also represent the incorporated areas of the towns of Heath Springs and Kershaw.
- (c) (1) The term of office for planning commission members is four (4) years. All terms end on June 30. A member shall not serve more than two (2) consecutive terms without a period of at least two (2) years elapsing after expiration of the second term; provided, however, upon a two-thirds ($\frac{2}{3}$) vote of the county council members, a person may be reappointed to the commission notwithstanding the term limitation. Time served in filling a vacancy shall not be included in the term limitation. ~~Time served on the Lancaster County Joint Planning Commission is not included in the term limitation.~~ Members serve until their successors are appointed and qualified. Vacancies must be filled for the unexpired term in the same manner as the original appointment.
 - (2) ~~Reserved.~~
 - ~~(3)~~—All members of the planning commission shall be sworn in prior to participating in a meeting.
- (d) No member of the planning commission shall hold an elected public office in the county.
- (e) All members of the planning commission will be reimbursed for actual expenses and mileage pursuant to county policy after approval by the planning commission chair and the county administrator.
- (f) (1) Any member of the planning commission may be removed at any time by county council for cause.
 - (2) A member of the planning commission who misses three (3) consecutive meetings of the commission during any fiscal year or a total of five (5) meetings in any fiscal year vacates the office to which the member is appointed. The vacancy in the office exists as of the end of the meeting missed by the member that triggers the vacancy and the vacancy shall be filled in the same manner as other vacancies. When a vacancy occurs pursuant to this item, the chair of the planning commission or the planning director shall notify the clerk to council in writing as soon as possible.
- (g) Through the general fund, county council shall have budgetary control and provide for one hundred (100) percent of the funds for the planning commission. The funds dedicated to the planning commission shall be budgeted through the budget of the county planning department.
- (h) The planning commission shall organize, elect officers, and adopt rules of procedure as required by S.C. Code § 6-29-360.
- (i) The planning commission shall meet at least once each month for the purpose of acting on matters before the planning commission. In addition, the planning commission shall meet at least once each month for

Additions are Underlined. Deletions are ~~Struck Through~~.

the purpose of conducting a work session at which no action is taken by the planning commission. The planning commission shall meet at the call of the chair and at such times as the chair or commission may determine. Meetings may be rescheduled (with appropriate notice) or canceled due to lack of business, conflicts with holidays, or other reasons as deemed necessary by the commission.

- (j) The jurisdiction of the planning commission is the total unincorporated area of the county unless otherwise provided by subsequent ordinance. Pursuant to the Intergovernmental Agreement of 2023 (attached to Ordinances 2023-1883 and 2023-1884), the planning commission's jurisdiction has been expanded to include the entirety of the towns of Heath Springs and Kershaw.
- (k) Planning commission members must comply with the provisions of S.C. Code §§ 6-29-1310 to -1380 relating to orientation training and continuing education. Members must file educational requirements certification forms with the clerk to council. A member who fails to comply with the provisions of S.C. Code §§ 6-29-1310 to -1380 is subject to removal from office for cause.
- (l) The planning commission ~~shall~~ may appoint one (1) or more advisory committees to advise the planning commission on planning and land use matters. When making appointments to an advisory committee, the planning commission shall seek to appoint persons representing a variety of interests in the community, including, but not limited to, electric, gas, and telephone utilities; education; water and sewer utilities; real estate; homebuilders; developers; and municipalities. Members of advisory committees shall serve without compensation. Advisory committee members shall meet with the planning commission at such times as requested by the planning commission.

Sec. 25-22. Service to municipalities.

It is the intent of county council for the planning commission established pursuant to section 25-1 to serve as the official planning commission of any municipality in the county if the municipality designates by ordinance the county planning commission as the official planning commission of the municipality. Prior to accepting the designation by a municipality, county council must approve an ordinance approving an agreement with the municipality which conforms to the requirements of S.C. Code § 6-29-330(B).

Sec. 25-23. ~~Continuation of services previously provided.~~

~~It is the intent of county council for the change from a joint planning commission to a county planning commission, as provided in this ordinance, to have no effect on the provision of services and planning. All services previously provided through county services and planning shall continue to be provided at the same level.~~

Secs. ~~25-24~~ 25-23-25-40. Reserved.

ARTICLE III. PLANNING DEPARTMENT

Sec. 25-41. Creation, function and duties.

Through this section, the county council creates the Lancaster County Planning Department. This staff is ~~charged with creating, revising, and periodically updating the comprehensive plan(s) for Lancaster County and its three (3) municipalities. In addition to the duties involved in gathering data and maintaining the comprehensive plan, the planning staff will be involved in the following~~ daily activities directly associated with implementing the comprehensive plan:

- (1) Comment on annexations, major subdivisions, major developments, and all topics that are related to and have impact on the Lancaster County comprehensive planning process
- (2) Rezoning requests
- (3) Unified Development Ordinance (UDO) amendments

- (4) Policy creation, changes, and research
- (5) Street name changes and adoption
- (6) Traffic impact analysis review
- (7) Bond review and management
- (8) Data collection and management for planning-related topics, including but not limited to housing, open space preservation, transportation networks, land use issues and court cases, land design, nature-based services, floodplain management, historic preservation, agricultural uses and businesses, and economic development.

In addition, staff is charged with creating, revising, and periodically updating the comprehensive plan(s) for Lancaster County and its three (3) municipalities. These long-range planning duties fall outside of the daily operations and constitute special projects. In addition to the duties involved in gathering data and maintaining the comprehensive plan, the planning staff will be involved in various topics, including but not limited to the following:

- (1) *Regional studies.*
 - a. Transportation network.
 - b. Water supply.
 - c. Sewage treatment.
 - d. Solid waste.
- (2) *Small area/focal point studies.*
 - a. Police and fire protection.
 - b. Hospitals and public health.
 - c. Recreation.
- (3) *Capital programming.*
 - a. General government.
 - b. Education.
 - c. Libraries and cultural facilities.
- (4) Environmental planning.
- (5) Housing and redevelopment.
- (6) Grantsmanship.
- (7) ~~Special projects.~~
- (8) Research:
 - a. Census data.
 - b. Database.
 - c. Budget and policy analysis.
- (9) (8) Provide growth management strategies to all councils (i.e. zoning and subdivision changes).
- (10) ~~Comment on rezonings, annexations, major subdivisions, major developments, and all topics that are related to and have impact on the Lancaster County comprehensive planning process.~~

Secs. 25-42—25-60. Reserved.

Additions are Underlined. Deletions are ~~Struck Through~~

ARTICLE IV. BUILDING DEPARTMENT

Sec. 25-61. Created, function and duties.

- (a) Through this section, the county council creates the Lancaster County Building Department. This staff shall perform the daily enforcement activities associated with the following ordinances, codes, and topics:
 - (1) *Issuing:*
 - a. Construction permits.
 - b. Mobile home permits.
 - c. Mobile home de-title permits.
 - d. Application for Building Code appeals.
 - e. Monument or pole sign permits.
 - (2) *Performing:*
 - a. Building codes inspection.
 - b. Building codes enforcement.
 - c. Construction plan reviews.
 - d. Investigation and verification of appeals.
 - e. Mobile home de-title inspections.
 - (3) *Administering:*
 - a. Building codes.
- (b) The building staff shall serve as the enforcement staff to the towns of Heath Springs, ~~and~~ Kershaw and Van Wyck, enforcing only those ordinances and codes that have been duly adopted by the respective councils.
- ~~(c) By separate ordinance, the county council will consider and adopt building and construction codes to be enforced by the building department.~~

Secs. 25-62—25-70. Reserved.

ARTICLE V. ZONING DEPARTMENT

Sec. 25-71. Created, function and duties.

- (a) Through this section, the county council creates the Lancaster County Zoning Department, a subset of the Planning Department. This staff shall perform the daily enforcement activities associated with the following ordinances, codes, and topics:
 - (1) *Issuing:*
 - a. Mobile home moving permits.
 - b. Mobile home change of ownership.
 - c. Application for zoning appeals and variances.
 - d. Use/occupancy permits.
 - e. Septic tank permits.

- f. ~~Alarm~~ Demolition permits.
- (2) *Performing:*
 - a. Unified Development Ordinance code inspections.
 - b. Unified Development Ordinance enforcement.
 - c. Site plan reviews.
 - d. Investigation and verification of Unified Development Ordinance appeals and variances, etc.
- (3) ~~*Administering:*~~
 - a. ~~Flood damage prevention ordinance.~~
 - (b) The zoning staff shall serve as the enforcement staff to the towns of Heath Springs and Kershaw and enforce only those ordinances and codes that have been duly adopted by the respective councils.
 - (c) ~~By separate ordinance, the county council will consider and adopt changes to the Unified Development Ordinance.~~

Section 3. Severability.

If any section, subsection, or clause of this ordinance is held to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected.

Section 4. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in this ordinance, to the extent to of the conflict, supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

[SIGNATURE PAGE FOLLOWS]

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: November 13, 2023
Second Reading: November 27, 2023
Third Reading: December 11, 2023
Public Hearing: December 11, 2023

Approved as to form:

Virginia Merck-Dupont, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson / Clerk to Council / Administration

Department: County Clerk

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Whether to appoint John Kane to the Keep Lancaster County Beautiful Board as one of the District 4 representatives. If appointed, he would be serving his first four year term on the Board, which would expire on 06/30/2027.

Points to Consider:

John Kane's application is attached for Council's review and consideration.

Funding and Liability Factors:

N/A

Recommendation:

Approve the appointment.

ATTACHMENTS:

Description	Upload Date	Type
Application from John Kane for the Keep Lancaster County Beautiful Board	11/17/2023	Backup Material

**LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE**

Name John Kane County Council District 4

Mailing Address _____ City/Zip Indian Land 29707

Street Address _____ Registered Voter yes ☒ no ☐

Tel. Number (home) _____ (work) _____ (other) _____

Email: _____

Occupation Market expansion manager Place of employment Jp Morgan Chase

Address 4345 Park Rd Charlotte NC Normal working hours 8 -5
(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice _____ 2nd choice _____

3rd choice _____

Reason for interest

I believe the county is setup for large growth especially in the Indian land area. We are growing fast but the county needs to focus on attracting the right businesses, having proper infrastructure in place, and have the amenities for the residents.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

20 years in banking from lending, investments, business relationships, and consumer accounts. I also owned my own business where we manufactured and distributed products domestically and internationally. We sold the business in 2016 to an Australian company.

Do you presently serve any State, County or Municipal Boards? No If yes, list _____

Have you ever served on a county board? No If yes, list _____

Additional pertinent information

Na

Applicant's signature [Signature] Date 03/13/2023

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Sherrie Simpson/Clerk to Council

Department: Administration

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

The 2024 Calendar meeting schedules for Council and Committee meetings, Board and Commission meetings and Advisory Board meetings are attached for review and then for adoption.

The 2024 Calendar has been reviewed by the Boards, Commissions and Advisory Boards. Please notify the Clerk to Council of any changes that need to be made to the meeting schedule.

Points to Consider:

The 2024 Calendars are attached for review and consideration and include the following:

- Regular County Council Meeting dates
- Committee of the Whole meeting dates
- Annual planning retreat meeting date

Plus the official County Holiday dates, and each Board and Committee/Commission meeting dates..

We will still need to add a couple of dates for Budget discussions, but that will be added, once the new Chief Financial Officer and Budget staff have been selected.

Please note that these calendars will be posted in the newspaper.

Funding and Liability Factors:

The calendars and holiday schedule will be posted in the local newspaper and the costs for advertising have already been budgeted.

Recommendation:

Adopt the calendars and the Holiday Schedule for the County. A motion to adopt the calendars and holiday schedule will be needed if approved by Council.

ATTACHMENTS:

Description	Upload Date	Type
2024 Meeting and Holiday Schedule for Council, Intergovernmental meetings, and Boards and Commissions meetings	11/17/2023	Backup Material
2024 Meeting and Holiday Schedule for Lancaster County Advisory Boards	11/17/2023	Backup Material
Holiday Observances for 2024	10/30/2023	Backup Material

Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting.

County Council meets the second and fourth Monday in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m. *Please Note: There is only one meeting scheduled in July. It will be the 3rd Monday.

January	Monday	January 8, 2024			
	Monday	January 22, 2024			
	Wednesday	January 31, 2024	June	Monday	June 10, 2024
	-Retreat			Monday	June 24, 2024
	Wednesday	February 7, 2024	July	Monday	July 15, 2024
	-Retreat			*Changed to the 3rd Monday of the month*	
February	Monday	February 12, 2024	August	Monday	August 12, 2024
	Monday	February 26, 2024		Monday	August 26, 2024
March	Monday	March 11, 2024	September	Monday	September 9, 2024
	Monday	March 25, 2024		Monday	September 23, 2024
April	Monday	April 8, 2024	October	Monday	October 14, 2024
	Monday	April 22, 2024		Monday	October 28, 2024
May	Monday	May 13, 2024	November	**Tuesday	November 12, 2024
	Tuesday	May 28, 2024		**Original date falls on an observed holiday	
	Original date falls on an observed holiday		December	Monday	November 25, 2024
***Budget meeting dates to be determined				Monday	December 9, 2024
				Monday	MEETING CANCELLED

The Committee of the Whole meets on the Wednesday following the 1st Council Meeting of the month in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 4:00 p.m., and at other times as called by the Chair.

January	Wednesday	January 10, 2024	July	Wednesday	July 17, 2024
February	Wednesday	February 14, 2024	August	Wednesday	August 14, 2024
March	Wednesday	March 13, 2024	September	Wednesday	September 11, 2024
April	Wednesday	April 10, 2024	October	Wednesday	October 16, 2024
May	Wednesday	May 15, 2024	November	Wednesday	November 13, 2024
June	Wednesday	June 12, 2024	December	Wednesday	December 11, 2024

Lancaster County Intergovernmental Agencies meet quarterly in February, May, August, and November in the Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at Noon.

February	Friday	February 9, 2024	August	Friday	August 9, 2024
May	Friday	May 3, 2024	November	Friday	November 1, 2024

The Lancaster County Community Relations Commission meets the third Thursday at the Lancaster – Main Library, 313 S. White Street, Lancaster, South Carolina at 6:00 p.m.

January	Thursday	January 18, 2024	July	Thursday	July 18, 2024
February	Thursday	February 15, 2024	August	Thursday	August 15, 2024
March	Thursday	March 21, 2024	September	Thursday	September 19, 2024
April	Thursday	April 18, 2024	October	Thursday	October 17, 2024
May	Thursday	May 16, 2024	November	Thursday	November 21, 2024
June	Thursday	June 20, 2024	December	Thursday	December 19, 2024

The Lancaster County Fire Commission meets the first Thursday in the Emergency Operations Center, 111 Covenant Place, Lancaster, South Carolina at 7:00 p.m.

January	Thursday	January 4, 2024	July	Thursday	June 27, 2024
February	Thursday	February 1, 2024	August	Thursday	August 1, 2024
March	Thursday	March 7, 2024	September	Thursday	September 5, 2024
April	Thursday	April 4, 2024	October	Thursday	October 3, 2024
May	Thursday	May 2, 2024	November	Thursday	November 7, 2024
June	Thursday	June 6, 2024	December	Thursday	December 5, 2024

The Lancaster County Health and Wellness Commission meets the second Wednesday – EVERY OTHER MONTH, at the Lancaster County Library, 313 South White Street, Lancaster, South Carolina at 12 noon, and at other times at the call of the chair.

February	Wednesday	February 14, 2024	August	Wednesday	August 14, 2024
April	Wednesday	April 10, 2024	October	Wednesday	October 9, 2024
June	Wednesday	June 12, 2024	December	Wednesday	December 11, 2024

The Lancaster County Historical Commission meets the second Tuesday – EVERY OTHER MONTH at the Lancaster County Historic Courthouse, 100 North Main Street, Lancaster, South Carolina at 6:00 p.m., and at other times at the call of the chair.

January	Tuesday	January 9, 2024	July	Tuesday	July 9, 2024
March	Tuesday	March 12, 2024	September	Tuesday	September 9, 2024
May	Tuesday	May 14, 2024	November	Tuesday	November 12, 2024

The Indian Land Consolidated Fire Commission meets the third Tuesday of each month at either the Indian Land Fire Station (IL) or the Pleasant Valley Fire Station (PV) at 7:00 p.m. The location is listed beside each date below and will be on the agenda of each meeting, along with the location address.

January	Wednesday	January 16, 2024 – IL	July	Wednesday	July 16, 2024 – IL
February	Wednesday	February 20, 2024 – PV	August	Wednesday	August 20, 2024 – PV
March	Wednesday	March 19, 2024 – IL	September	Wednesday	September 17, 2024 – IL
April	Wednesday	April 16, 2024 – PV	October	Wednesday	October 15, 2024 – PV
May	Wednesday	May 21, 2024 – IL	November	Wednesday	November 19, 2024 – IL
June	Wednesday	June 18, 2024 – PV	December	Wednesday	December 17, 2024 – PV

The Lancaster County Library Board meets the fourth Tuesday – EVERY OTHER MONTH at 6:30 p.m. The location of the meetings can be held at the Del Webb Library, the Kershaw Library, or the Lancaster Library. The location is listed beside each date below and will be on the agenda of each meeting, along with the location address.

January	Tuesday	January 23, 2024 – Main	July	Tuesday	July 23, 2024 – Del Webb
March	Tuesday	March 26, 2024 – Main	September	Tuesday	September 24, 2024 – Main
May	Tuesday	May 28, 2024 – Kershaw	November	Tuesday	November 26, 2024 – Main

The Lancaster Planning Commission meets in the County Administration Building Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 5:00 pm on the first Thursday for Work Session/ 6:00 pm on the third Tuesday for Regular Meeting.

January	Work Session	Thursday	January 4, 2024
	Regular Meeting	Tuesday	January 16, 2024
February	Work Session	Thursday	February 1, 2024
	Regular Meeting	Tuesday	February 20, 2024
March	Work Session	Thursday	March 7, 2024
	Regular Meeting	Tuesday	March 19, 2024
April	Work Session	Thursday	April 4, 2024
	Regular Meeting	Tuesday	April 16, 2024
May	Work Session	Thursday	May 2, 2024
	Regular Meeting	Tuesday	May 21, 2024
June	Work Session	Thursday	June 6, 2024
	Regular Meeting	Tuesday	June 18, 2024
July	Work Session	No Meeting Scheduled	
	Regular Meeting	Tuesday	July 16, 2024
August	Work Session	Thursday	August 1, 2024
	Regular Meeting	Tuesday	August 20, 2024
September	Work Session	Thursday	September 5, 2024
	Regular Meeting	Tuesday	September 17, 2024
October	Work Session	Thursday	October 3, 2024
	Regular Meeting	Tuesday	October 15, 2024
November	Work Session	Thursday	November 7, 2024
	Regular Meeting	Tuesday	November 19, 2024
December	Work Session	Thursday	December 5, 2024
	Regular Meeting	Tuesday	December 17, 2024

The Van Wyck Fire Protection District Fee Board meets on the second Thursday at the Van Wyck Fire Station, 4455 Old Hickory Road, Lancaster, South Carolina at 7:00 pm.

January	Thursday	January 11, 2024	July	Thursday	July 11, 2024
February	Thursday	February 8, 2024	August	Thursday	August 8, 2024
March	Thursday	March 14, 2024	September	Thursday	September 12, 2024
April	Thursday	April 11, 2024	October	Thursday	October 10, 2024
May	Thursday	May 9, 2024	November	Thursday	November 14, 2024
June	Thursday	June 13, 2024	December	Thursday	December 12, 2024

The Lancaster County Board of Zoning Appeals meets on the first Tuesday (exceptions November) in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 6:00 p.m.

January	Tuesday	January 9, 2024	July	Tuesday	July 2, 2024
February	Tuesday	February 6, 2024	August	Tuesday	August 6, 2024
March	Tuesday	March 5, 2024	September	Tuesday	September 3, 2024
April	Tuesday	April 2, 2024	October	Tuesday	October 1, 2024
May	Tuesday	May 7, 2024	November	Tuesday	October 29, 2023
June	Tuesday	June 4, 2024	December	Tuesday	December 3, 2024

The following Boards or Commissions meet at the call of the Chair:

Lancaster County Board of Assessment Appeals
Lancaster County Construction Board of Appeals
Lancaster County Fire Code Appeals Board
Lancaster County Transportation Commission
Keep Lancaster County Beautiful Committee

HOLIDAY OBSERVANCES FOR THE YEAR 2024

Holiday	Date Observed
New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Easter Monday	Monday, April 1, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day Day After Thanksgiving	Thursday, November 28, 2024 and Friday, November 29, 2024
Christmas Holiday	Tuesday, December 24, 2024 Wednesday, December 25, 2024 Thursday, December 26, 2024
New Year's Day	Wednesday, January 1, 2025

Lancaster County Meeting and Holiday Schedule

Anyone requiring special services to attend any meeting should contact 803-285-1565 at least 24 hours in advance of the meeting

The Lancaster Recreation Advisory Board meets on the second Tuesday at the Barnett Building, 1228 Colonial Commons, Lancaster, South Carolina at 6:00 pm. Special meetings may be held at the call of the chair.

January	Tuesday	January 9, 2024	July	NO MEETING SCHEDULED	
February	Tuesday	February 13, 2024	August	Tuesday	August 13, 2024
March	Tuesday	March 12, 2024	September	Tuesday	September 10, 2024
April	Tuesday	April 9, 2024	October	Tuesday	October 8, 2024
May	Tuesday	May 14, 2024	November	Tuesday	November 12, 2024
June	Tuesday	June 11, 2024	December	Tuesday	December 10, 2024

The Lancaster Stormwater Advisory Council meets quarterly at the Del Webb Library, 7641 Charlotte Hwy., Indian Land, South Carolina at 2:30 pm. Special meetings may be held at the call of the chair.

February	Thursday	February 1, 2024
May	Thursday	May 2, 2024
August	Thursday	August 1, 2024
November	Thursday	November 7, 2024

The Lancaster Airport Advisory Committee meets quarterly at the Lancaster County Airport, 286 Aviation Boulevard, Lancaster, South Carolina at 2:00 pm. Special meetings may be held at the call of the chair.

January	Wednesday	January 17, 2024
April	Wednesday	April 17, 2024
July	Wednesday	July 17, 2024
December	Wednesday	December 18, 2024

The Lancaster Economic Development Advisory Board meets the second Friday – EVERY OTHER MONTH at the Lancaster County Economic Development Department, 1033 Meeting Street, Lancaster, South Carolina at 9:00 am. Special meetings may be held at the call of the chair.

February	Friday	February 9, 2024
April	Friday	April 12, 2024
June	Friday	June 14, 2024
August	Friday	August 9, 2024
October	Friday	October 11, 2024
December	Friday	December 13, 2023

The following Advisory Boards meet at the call of the Chair:

Lancaster County Animal Shelter Advisory Board
Lancaster County Accommodation Tax Advisory Committee

HOLIDAY OBSERVANCES FOR THE YEAR 2024

Holiday	Date Observed
New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Easter Monday	Monday, April 1, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day Day After Thanksgiving	Thursday, November 28, 2024 and Friday, November 29, 2024
Christmas Holiday	Tuesday, December 24, 2024 Wednesday, December 25, 2024 Thursday, December 26, 2024
New Year's Day	Wednesday, January 1, 2025

HOLIDAY OBSERVANCES FOR THE YEAR 2024

Holiday	Date Observed
New Year's Day	Monday, January 1, 2024
Martin Luther King Day	Monday, January 15, 2024
Easter Monday	Monday, April 1, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day Day After Thanksgiving	Thursday, November 28, 2024 and Friday, November 29, 2024
Christmas Holiday	Tuesday, December 24, 2024 Wednesday, December 25, 2024 Thursday, December 26, 2024
New Year's Day	Wednesday, January 1, 2025

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1869 / Planning Case Number: RZ-2023-1197 - HOLD UNTIL THE 12/11/2023 COUNCIL MEETING

Contact Person / Sponsor: M. Blaszyk / Planning

Department: Planning

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Application by Charles Strunk to rezone approximately 6.6 acres at 2458 Mineral Mining Road, Kershaw (TM #0098-00-037.01) from Light Industrial (LI) to Agricultural Residential (AR) District, in order to create conformity for existing residential use.

Points to Consider:

UPDATE (9/18/2023): Planning Staff has initiated the Comprehensive Plan Amendment for this parcel as requested by Council. The Comp. Plan Amendment will be heard by Planning Commission on October 17, 2023, and proceed to first reading with Council on November 13th, 2023. Should Council be so inclined to hold second reading of this item until November 27, both items could then have second reading in unison, with both then proceeding to third reading on December 11, 2023.

The property is located at the intersection of Mining and Mineral Mining Road and is currently a non-conforming residential use. The applicant would like to be able to construct a stable on the property for the family's horses.

Directly behind the parcel, is the former Blackmon Mine and a Landfill.

The Comprehensive Plans Future Land Use Map designates the subject parcel as staying a part of an industrial use.

Funding and Liability Factors:

N/A

Recommendation:

During the Planning Commission's August regular meeting, concerns were discussed regarding the possibility of the former mine to resume operations and the existing landfill to expand with their locations being directly adjacent to the residence.

Staff recommends denial of the rezoning proposal due to the existing conflicts with the Comprehensive Plan.

Staff also offered the point that if the Planning Commission and Council want to approve the proposed rezoning, staff recommends a companion ordinance to amend the current Comprehensive Plan. The Planning Commission agreed to this recommendation. The item received a recommendation for approval with a companion ordinance to amend the current Comprehensive Plan with a vote of 5-2.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1865 / Planning Case #: UDO-TA-2023-0972 - HOLD UNTIL THE 12/11/2023 COUNCIL MEETING

Contact Person / Sponsor: A. Hardin / Planning

Department: Planning

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Consider the following text amendment to the UDO: Chapter Two, Sec 2.4 District Standards (MDR): Application by Planning Department on behalf of County Council to amend standards for MDR district, regarding lot size, front setbacks, usable open space, block length, and density calculation.

Points to Consider:

Please see attached staff report.

Funding and Liability Factors:

N/A

Recommendation:

Approve Ordinance 2023-1865.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1870 / Planning Case #: UDO-TA-2023-0973 - HOLD UNTIL THE 12/11/2023 COUNCIL MEETING

Contact Person / Sponsor: A. Hardin / Planning

Department: Planning

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Chapter 4, Sec. 4.4 1 Cluster Subdivision Overlay Standards: Application by Planning Department on behalf of County Council to amend standards for Cluster Subdivision Overlay District, regarding lot size, front setbacks, usable open space, block length, CSOD lot size mix, and density calculation.

Points to Consider:

Funding and Liability Factors:

N/A

Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1880 - HOLD UNTIL 12/11/2023 FOR CORRECTED PUBLIC HEARING NOTICE TO BE RUN

Contact Person / Sponsor: Veronica Thompson / CFO / Finance

Department: County Clerk

Date Requested to be on Agenda: 11/27/2023

Council Action Requested:

Approve the budget amendment via Ordinance 2023-1880.

Points to Consider:

This budget amendment provides for the donation of \$400,000 to the new State Park on the Nisbet property off of Van Wyck Road, which Council approved out of Executive Session on 6/12/2023. The funds would be paid to Open Space Institute, as one of several funding partners, for purchase of the land.

This budget amendment also provides for a transfer out of the general fund into the Sheriff's Department budget for \$55,000.00 for new uniforms for his Department.

Funding and Liability Factors:

Both components of the budget amendment will be from General Fund — Fund Balance totaling \$455,000.

Recommendation:

Approve Ordinance 2023-1880.