

Planning Commission Members

District 1: Alan Patterson
District 2: Tamecca Neely
District 3: Charles Deese, Chair
District 4: James Barnett, Vice-Chair
District 5:
District 6: Sheila Hinson
District 7: Ben Levine

**County Attorney**

John K. DuBose III

Clerk to Planning Commission

Jennifer Bryan

Development Services Director

Rox Burhans

November 16, 2021

6:00 PM

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

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

Planning Commission AGENDA

- 1. Call to Order Regular Meeting and Roll Call Vote**
- 2. Approval of the Agenda**
- 3. Citizen's Comments**

[Lancaster County welcomes comments and input from citizens who may not be able to attend meetings in person. Written comments may be submitted via mail to ATTN: Jennifer Bryan, Post Office Box 1809, Lancaster, SC, 29721, by email to Jennifer Bryan at jbryan@lancastersc.org 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.]

4. Approve Minutes

- a. October 19, 2021 Regular Minutes
- b. November 4, 2021 Workshop Minutes

5. Public Items

- a. UDO-TA-2021-2261, Adam Thomas
Application has been withdrawn.
- b. SD-2021-0528, Arbor Construction LLC
Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a single-family detached residential neighborhood. The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).
- c. DA-2021-0528, Arbor Construction, LLC
Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development.

d. RZ-2021-1921, Panhandle Partners

Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.

e. RZ-2021-2327, Cox

Application by William and Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM# 0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.

f. SD-2021-1251 NVR, Inc. / Ryan Homes, Inc / ESP Associates

Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

6. New Business

a. Overview of next month's Agenda

b. Other

7. Adjourn

****The Planning Commission makes a recommendation to County Council on these items.***

Recommendations made at this meeting are tentatively scheduled for consideration by County Council in the following month. County Council agendas are posted online at <https://lancastersc.novusagenda.com/agendapublic/meetingsresponsive.aspx>

*****The Planning Commission makes the final decision on these items.***

Anyone requiring special services to attend this meeting should contact 285-1565 at least 24 hours in advance of this meeting. Lancaster County Planning Commission 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/channel/UCgSIMrcYjcYcu1m-e6TV54w>***

Agenda Item Summary

Ordinance # / Resolution #: October 19, 2021 Regular Minutes

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
October 19, 2021 Regular Minutes	11/4/2021	Exhibit



MEMBERS OF LANCASTER COUNTY PLANNING COMMISSION

CHARLES DEESE, DISTRICT 3, CHAIRMAN
JAMES BARNETT, DISTRICT 4, VICE-CHAIRMAN
TAMECCA NEELY, DISTRICT 2
, DISTRICT 5
SHEILA HINSON, DISTRICT 6
ALAN PATTERSON, DISTRICT 1
BEN LEVINE, DISTRICT 7
CLERK: JENNIFER BRYAN

MINUTES
Lancaster County Planning Commission
October 19, 2021 6:00 p.m.

Chairman Deese called the meeting to order at 6:00 p.m.

1. ROLL CALL: Quorum is present (6 Commissioners)

Commissioners Present:

Tamecca Neely	Ben Levine	James Barnett
Sheila Hinson	Alan Patterson	Charles Keith Deese

Absent: none

No appointment has yet been made to fill District 5 seat.

Staff Present:

Rox Burhans	Ashley Davis	Robert Tefft
Clerk: Jennifer Bryan		

Others: Councilman Billy Mosteller; Attorney Lawrence Shaheen Jr.

The following press were notified of the meeting by email in accordance with the Freedom of Information Act: The Lancaster News, Kershaw News Era, The Rock Hill Herald, The Fort Mill Times, Cable News 2, Channel 9, and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building for the required length of time, and was published on the County website.

2. APPROVE AGENDA

Chairman Deese called for a motion to approve the Agenda.

Motion to Approve by B. Levine; 2nd by S. Hinson

Called vote: 6:0. **Motion approved unanimously.**

Motion by James Barnett, to defer item **5c: UDO-TA-2021-2261 Adam Thomas** until November 16, 2021, at request of the applicant. Seconded by B. Levine.

Called vote: 6:0. **Motion approved unanimously.**

3. CITIZEN'S COMMENTS [see Sign-In sheet attached]

Chairman Deese opened the floor to general comments from the public. None signed in to speak; floor is closed to comment

4. APPROVE MINUTES

a. September 21, 2021 Regular Minutes

Chairman Deese moved to approve September 2, 2021 Workshop Minutes as written. T. Neely abstained as absent from 9/2/2021 meeting.

Called vote: 5:0. **Motion approved.**

b. October 7, 2021 Workshop Meeting

Chairman Deese called for a motion to approve October 7, 2021 Workshop Minutes as written. A. Patterson abstained as absent from 10/7/2021 workshop.

Motion to Approve by J. Barnett; 2nd by B. Levine.

Called vote: 5:0. **Motion is approved.**

5. PUBLIC ITEMS

a. UDO-TA-2021-2121 His Perfect Love Ministries

Application by His Perfect Love Ministries to amend Unified Development Ordinance Section 5.2.5, Halfway Homes; to increase the maximum number of residents from 6 to 10; and number of residents per bedroom from 1 to 2.

Staff Presentation: Robert Tefft, Senior Planner, presented the application consistent with the staff report. Staff Recommendations: Approval.

Questions to staff: none.

Comment from applicant(s):

Attorney **Lawrence Shaheen Jr** (Davidson NC) on behalf of House of Pearls (directed by His Perfect Love Ministries). Thanks to the Staff and Commission for their consideration. House of Pearls is a faith-based residential addiction treatment program, with a nearby facility in Monroe NC. Would like to expand the successful program into SC. The accountability structure requires double occupancy of rooms.

Questions from Commissioners: none.

Public Hearing: (See attachments: Sign-in Sheets). None signed in.

Chairman Deese closed Public hearing.

Called for a motion on item **5a: UDO-TA-2021-2121**

Motion to approve by S. Hinson; 2nd by J. Barnett.

Discussion:

S. Hinson describes the program as one of the best ministries she has ever seen.

Called vote: 6:0. **Motion is approved unanimously.**

Chairman Deese stated the item will go to County Council for consideration, and applicants will be notified of time and date.

b. UDO-TA-2021-2251 Highway Corridor Overlay (Staff)

Application by Lancaster County to amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO); to amend the building placement requirement relative to front setback.

*** See amended text provided by R. Tefft attached.**

Staff Presentation: Robert Tefft, Senior Planner presented the application consistent with the staff report. Change would eliminate the option of a lesser setback in the HCO, and setbacks would therefore conform to surrounding zoning requirements.

Staff Recommendations: Approval.

Questions to staff: B. Levine and T. Neely confirm interpretation of reading of new text in section (b), that expansion of existing structures could not increase non-conformity.

Public Hearing: (See attachments: **Sign-in Sheets**) none signed in.

Chairman Deese closed Public hearing.

Called for a motion on item **5b: UDO-TA-2021-2251**

Motion to approve by B. Levine; 2nd by J. Barnett.

Discussion: B. Levine hopes that this update will help development of intersections needing turn lanes in the Highway Corridor Overlay. T. Neely suggests rewording to clarify part (b).

Called vote: 6:0. **Motion is approved unanimously.**

Chairman Deese stated the item will go to County Council for consideration, and applicants will be notified of time and date.

c. UDO-TA-2021-2261 Adam Thomas

Application by Adam Thomas to amend Unified Development Ordinance Section 2.5.3, Use Table; Section 5.6, Civic Uses; and Section 10.3, Definitions, Use Type; to create, define, and establish an appropriate process and use regulations for a Retreat use.

Item deferred to November 16, 2021 meeting by request of applicant.

d. RZ-2021-1951 Andrade

Application by Noel Andrade to rezone 1535 Jordan Street, Lancaster SC (TM 0082M-0N-003.00) from INS (Institutional) to MDR (Medium Density Residential). The house was formerly owned by a church; current owner wishes to market it as a residence.

Staff Presentation: Ashley Davis, Senior Planner presented the application consistent with the staff report. Staff Recommendations: Approval.

Questions to staff: B. Levine asked about instances where documents refer to LDR; staff confirmed that this was inadvertent. Request is INS to MDR.

Comment from applicant(s): not present.

Public Hearing: (See attachments: **Sign-in Sheets**) none signed in.

Chairman Deese closed Public hearing.

Called for a motion on item **5d: RZ-2021-1951**

Motion to approve by B. Levine; 2nd by S. Hinson.

Discussion: none.

Called vote: 6:0 **Motion is approved unanimously.**

Chairman Deese stated the item will go to County Council for consideration, and applicants will be notified of time and date.

e. RZ-2021-2015 Granados

Application by Edgar Granados to rezone a 1.5-acre lot located at 9923 Southwinds Drive, Indian Land (TM# 0006N-0B-035.00) from Medium Density Residential (MDR) to Mobile Home (MH) district, in order to locate a mobile home on the site.

Staff Presentation: Ashley Davis, Senior Planner presented the application consistent with the staff report. Staff Recommendations: Denial; unless part of a policy change concurrent with rezoning the general area.

Questions to staff: none.

Comment from applicant(s):

Edgar Granados (resident of Westwind Lane, Indian Land). The applicant wishes to relocate a mobile home residence for a family member who must vacate a lot that was rezoned to commercial district on Kohut Road **See attached letter and petition with neighbors' signatures.**

Questions from Commissioners: none.

Public Hearing: (See attachments: Sign-in Sheets) none signed in.

Chairman Deese closed Public hearing.

Called for a motion on item **5e: RZ-2021-2015**

Motion to approve by B. Levine; 2nd by S. Hinson.

Discussion:

- **B. Levine** stated that because the homeowner was displaced by Commission's prior action in the Kohut rezoning, [see RZ-2021-0962 Hoopaugh, Planning Commission June 16, 2021 item 5d, approved by Council as County Ordinance 2021-1754] and because the large amount of non-conforming lots in the area contradicts the definition of spot-zoning, he is inclined to approve the application.
- **T. Neely** stated that she would support rezoning if it was part of a larger policy change for the area, but without that context it raises the concern of spot-zoning.
- **Alan Patterson** stated that he understands the applicant's position, but feels that the policy intent to restrict future mobile homes in the area is clear, and he does not support the application.
- **S. Hinson** stated that the Commission has approved similar rezonings and does not consider them a problem.
- **Attorney DuBose** offered clarification that no past rezonings by the Commission have been deemed spot-zoning under the legal definition of the term.

Called vote: B. Levine: Affirm

A. Patterson: Deny

T. Neely: Deny

S. Hinson: Affirm

J. Barnett: Affirm

C. Deese: Affirm

Vote is 4:2 in favor. **Motion is approved.**

Chairman Deese stated the item will go to County Council for consideration, and applicants will be notified of time and date.

6. NEW BUSINESS

a. Overview of Next Month's Agenda

(Rox Burhans, Development Services Director)

Items currently slated for 11/16/2021 agenda (and November 4 workshop):

- RZ-2021-2235 Ostendorff/Yarborough Living Trust
- RZ-2021-1921 Panhandle Partners
- RZ-2021-2327 Cox
- SD-2021-0528 Pineview Drive (Arbor Meadows)
- SD-2021-1251 Collins Road Townhomes
- UDO-TA-2021-2261 Adam Thomas (deferred from this agenda)

b. Other:

RZ-2021-1321 McCarthy Development was denied by Council; therefore associated item SD-2019-083 Taylor Morrison/Barber Rock Amendment has no reason to proceed and has been withdrawn.

Discussion: B. Levine asked what concerns Council expressed in its denial of the McCarthy rezoning. Burhans responded that it was not an overall rejection of MDR for that area, but criteria more specific to the project as proposed: lot size compatibility, road width on Tillman Steen Road and the lack of SCDOT input on improvements, and the level of resistance and concern expressed by neighborhood residents.

7. ADJOURN

Call for motion to adjourn. Motion by B. Levine; 2nd by J. Barnett. Unanimous assent.

Meeting adjourned at 6:40 pm



PLANNING COMMISSION Public Hearing Sign In Sheet

Item 3: CITIZENS' COMMENTS (General)

A handwritten mark, possibly a signature or initials, in dark ink.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, October 19, 2021

Citizens are allowed 3 minutes per person to speak. Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual Council Members, County Staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

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PLANNING COMMISSION Public Hearing Sign In Sheet

Item 5a: **UDO-TA-2021-2121 His Perfect Love Ministries**

Application by His Perfect Love Ministries to amend Unified Development Ordinance Section 5.2.5, Halfway Homes; to increase the maximum number of residents.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, October 19, 2021

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PLANNING COMMISSION Public Hearing Sign In Sheet

Item 5b: **UDO-TA-2021-2251 Highway Corridor Overlay**

Application by Lancaster County to amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO); to amend the building placement requirement relative to front setback.

Council Chambers
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PLANNING COMMISSION Public Hearing Sign In Sheet

Item 5c **UDO-TA-2021-2261 Adam Thomas**

Application by Adam Thomas to amend Unified Development Ordinance Section 2.5.3, Use Table; Section 5.6, Civic Uses; and Section 10.3, Definitions, Use Type; to create, define, and establish an appropriate process and use regulations for a Retreat use.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, October 19, 2021

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DEFERRED TO NOV. 16, 2021 MEETING



PLANNING COMMISSION Public Hearing Sign In Sheet

Item 5d: **RZ-2021-1951 Andrade**

Application by Noel Andrade to rezone 1535 Jordan Street, Lancaster SC (TM 0082M-0N-003.00) from INS (Institutional) to MDR (Medium Density Residential). The house was formerly owned by a church; current owner wishes to market it as a residence.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, October 19, 2021

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PLANNING COMMISSION Public Hearing Sign In Sheet

Item 5e: **RZ-2021-2015 Granados**

Application by Edgar Granados to rezone a 1.5-acre lot located at 9923 Southwinds Drive, Indian Land (TM# 0006N-0B-035.00) from Medium Density Residential (MDR) to Mobile Home (MH) district, in order to locate a mobile home on the site.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, October 19, 2021

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4.3.2 HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO)

The Highway Corridor Overlay District is hereby established and is subject to the following general provisions:

F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

1. **Building Placement:** All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:
 - a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply. ~~When fronting the corridor right-of-way, the front setback for buildings with a commercial district use may be reduced to a minimum of 25 feet; however in no instance shall the front setback be less than 50 feet.~~ For commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC).
 - b. Notwithstanding any other provisions of the UDO, existing buildings not in conformity with the 50-foot front setback shall not be precluded from expanding in size based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback.
 - ~~b.c.~~ When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.
 - ~~c.d.~~ The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.

October 18, 2021

RE: Request to Rezone

Honorable Planning Commissioners and County Council Members:

I am writing to you regarding the request made from Mr. Edgar Granados, to rezone the property located at 9923 Southwinds Dr. Indian Land, SC 29707 (TN #0006N-0B-035.00).

As a resident of Southwinds Dr. Community, I would like to express my support to this proposal, so that in this way Mr. Granados can install his parents' mobile home, who have lived and in Lancaster County for more than 15 years.

They have been renting at 9839 Kohut Rd., but now this property has been rezoned to General Business, therefore they must move their mobile home to another place in less than 3 months.

Please find the enclosed list of residents that have signed this letter in favor of the Rezoning.

Thank you for your consideration.

Sincerely.

Southwinds Dr. Residents.

NAME	SIGNATURE	ADDRESS
Michelle Epley	Michelle Epley	10160 Southwinds Dr Indian Land, SC 29707
Cameron	Cameron	10196 Southwinds Dr Indian Land, SC 29707
Dennis Henke	Dennis Henke	10159 Southwinds Dr. Indian Land, SC 29707
Debra	Debra	10161 Southwinds Dr. Indian Land, SC 29707
Melvin Asht	Melvin Asht	10090 Southwinds Dr Indian Land SC 29707
Nancy Mendoza	Nancy Mendoza	10090 Southwinds Dr Indian Land SC 29707
Doan McAuliffe	Doan McAuliffe	10031 Southwinds Dr Indian Land SC 29707
Mami McAuliffe	Mami McAuliffe	10032 Southwinds Indian Land SC 29707
Rafael A. Lopez	Rafael A. Lopez	9969 Southwinds Drive
ATYDE YADIA	ATYDE YADIA	9969 Southwinds
Janet Smelser	Janet Smelser	R12 Southwinds Dr 9966 Southwinds Dr Indian Land SC 29707
DALE P SHELLEY	Dale P. Shelley	9958 SOUTHWINDS DR. INDIAN LAND, S.C. 29707
David W Barwick	David Barwick	9847 Southwinds
Luke Rathbun	Luke Rathbun	9881 Southwinds Dr
Don Schmidt	Don Schmidt	9860 SOUTHWINDS DR
Charles Berry	Charles Berry	9845 Southwinds Dr
Marco	Marco	9844 Southwind Dr

NAME	SIGNATURE	ADDRESS
Elizabeth Danna Eliza Danna		9953 Southwinds Dr
George Brown		851 WESTWIND LANE
KESHA GOMEZ		851 WEST WIND LANE
Ken Christy		848 West Wind Lane
RICHARD LESKODY		829 WESTWINDS LANE
Chase Jones		1011 Southwinds Dr
Leonard Broom	Leonard Broome	9987 Southwinds DR.
LEWIS KNOPP	Lewis Knopp	10143 Southwinds Dr
Laura Hershelman		9836 Southwinds Dr
Sherry Caskey	Sherry L. Caskey	9941 Southwinds Drive Fort Mill, SC 29707
Sharon Lingerfelt	Sharon Lingerfelt	839 Westwind LN Indian Land 29707
James Lingerfelt		839 Westwind LN Indian Land SC 29707
Edgar Brancado	Edgar Brancado	818 Westwind LN Indian Land SC 29707

Agenda Item Summary

Ordinance # / Resolution #: November 4, 2021 Workshop Minutes

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
November 4, 2021 Workshop Minutes	11/8/2021	Exhibit



MEMBERS OF LANCASTER COUNTY PLANNING COMMISSION

CHARLES DEESE, DISTRICT 3, CHAIRMAN
JAMES BARNETT, DISTRICT 4, VICE-CHAIRMAN
TAMECCA NEELY, DISTRICT 2
DISTRICT 5
SHEILA HINSON, DISTRICT 6
ALAN PATTERSON, DISTRICT 1
BEN LEVINE, DISTRICT 7
CLERK: JENNIFER BRYAN

**MINUTES OF THE LANCASTER COUNTY PLANNING COMMISSION
WORKSHOP MEETING**

**November 4, 2021 5:00 P.M.
MINUTES**

1. Roll Call:

Members Present:

James Barnett Charles Deese Alan Patterson
Ben Levine Tamecca Neely

Absent: Sheila Hinson

Others Present:

Rox Burhans, Division Director Clerk: Jennifer Bryan
Robert Tefft, Senior Planner

The following press were notified of the meeting by email in accordance with the Freedom of Information Act: The Lancaster News, Kershaw News Era, The Rock Hill Herald, The Fort Mill Times, Cable News 2, Channel 9, and the local Government Channel.

Chairman Deese called the meeting to order at 5:02 p.m.

2. New Business

a. UDO-TA-2021-2261 Adam Thomas

Application by Adam Thomas to amend Unified Development Ordinance Section 2.5.3, Use Table; Section 5.6, Civic Uses; and Section 10.3, Definitions, Use Type; to create, define, and establish an appropriate process and use regulations for a Retreat use.

Staff Presentation: Robert Tefft, Senior Planner.

Discussion:

- Per recent discussions with applicant, he may be locating a church on the property; he will investigate whether the uses he foresees will be possible without resorting to a text amendment, or to possibly pursue a change to an amendment of uses under places of assembly.
- Staff will reach out to applicant to be assured of how they want to proceed at November 16th meeting.

b. SD-2021-0528 Arbor Construction, LLC

Application by Arbor Construction, LLC for a Major Subdivision Preliminary Plat consisting of a single-family detached residential neighborhood. The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).

Staff Presentation: Robert Tefft, Senior Planner.

Discussion:

- Applicant has been responsive to staff comments and requests.
- Clarification requested on the reasons for choosing the Cluster Subdivision option, is it the most appropriate choice for this site? What is being conserved by using this option?
- UDO rewrite may want to look at allowing smaller lot sizes in other zoning districts, to prevent high density/small lot size driving CSO development into areas that should be protected, the opposite of the intent of the restriction.
- Clarification requested on whether the applicant has looked at conventional MDR options.

c. DA-2021-0528 Arbor Construction, LLC

Application by Arbor Construction, LLC for a Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development.

Staff Presentation: Robert Tefft, Senior Planner.

Discussion: none.

d. SD-2021-1251 NVR/Ryan Homes/ESP Assoc.

Application by NVR, Inc. / Ryan Homes, Inc / ESP Associates for a Major Subdivision Preliminary Plat for a 410-unit townhome development located between Collins Road and Shelley Mullis Road (TM 0013-00-061.02). The project is approximately 96.75 acres and is zoned Planned Development District (PDD-26).

APPLICANT HAS REQUESTED DEFERRAL UNTIL December 21,2021

Discussion:

- Make sure that applicant conforms to any necessary requirements for transfer from PDD 26.
- Request clarification of connection from Shelley Mullis Road to Collins Road.

e. RZ-2021-1921 Panhandle Partners

Application by Panhandle Partners to rezone approximately 9.609 acres located on the west side of Charlotte Highway (TM 0016-00-047.00), adjacent to #7415, from NB (Neighborhood Business) District and LDR (Low Density Residential) District to RB (Regional Business) District.

Staff Presentation: Robert Tefft, Senior Planner.

Discussion:

- Applicant does not address or justify the lack of cross access and connectivity.
- RB uses do not align with Small Area Plan goals; prefer usages that would consolidate parcels for larger projects; 9 acres is too small for what is envisioned for development in this area.
- Look at Southern Paws plan to assess cross access, and potential connectivity to the other parcel adjacent to this subject parcel. Is topography an issue?

f. RZ-2021-2327 Cox

Application by William and Blanca Cox to rezone an approximately 2.07-acre parcel located at 327 Monroe Highway (TM# 0061P-0D-003.00), from Low Density Residential (LDR) District to General Business (GB) District.

Staff Presentation: Robert Tefft, Senior Planner.

Discussion:

- Parcel was formerly zoned B2, unknown why it was rezoned LDR since that created a non-conforming commercial use
- Staff would favor NB for this parcel, and will recommend denial of GB.

3. Other:

Rox Burhans: December agenda at present includes three rezoning applications, in addition to the deferred Collins Road preliminary plat.

4. Adjourn

Meeting was adjourned at 5:48 p.m.

Agenda Item Summary

Ordinance # / Resolution #: UDO-TA-2021-2261, Adam Thomas

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

N/A

Points to Consider:

N/A

Recommendation:

N/A

Agenda Item Summary

Ordinance # / Resolution #: SD-2021-0528, Arbor Construction LLC

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

See Staff Report.

Points to Consider:

See Staff Report.

Recommendation:

See Staff Report.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	11/9/2021	Planning Staff Report
Ex 1: Application	11/9/2021	Exhibit
Ex 2: Location / Zoning Map	11/9/2021	Exhibit
Ex 3: Preliminary Plat	11/9/2021	Exhibit
Ex 4: Traffic Impact Analysis	11/9/2021	Exhibit
Ex 5: TRC/Evolve Comments	11/9/2021	Exhibit

PROPOSAL: **SD-2021-0528:** Major Subdivision Preliminary Plat consisting of a single-family detached residential neighborhood. The project is approximately 47.47 acres and would be zoned Medium Density Residential (MDR) / Cluster Subdivision Overlay District (CSO).

DA-2021-0528: Development Agreement in accordance with Unified Development Ordinance Section 9.2.18 as a companion to Major Subdivision Preliminary Plat SD-2021-0528, which proposes a 92-lot single-family Cluster Subdivision Overlay District (CSO) development.

PROPERTY LOCATION: Pineview Drive near Meadow Plaza Drive (TM# 0087-00-105.00)

CURRENT ZONING: Medium Density Residential (MDR) District

PROPOSED ZONING: MDR District / Cluster Subdivision Overlay District (CSO)

APPLICANT: Arbor Construction, LLC

COUNTY COUNCIL DISTRICT: District 5, Steve Harper

OVERVIEW:

Proposal

The applicant has requested to develop the subject 47.47-acre parcel as a 92-lot subdivision, pursuant to the Cluster Subdivision Overlay District (CSO) standards.

Site Information & Existing Condition

The subject parcel is currently vacant and wooded.

Summary of Adjacent Zoning and Uses

The subject parcel is surrounded by other parcels zoned MDR District, and is comprised of single-family dwellings generally on 100-foot wide or larger lots.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Single-Family Residential; Vacant
South	Lancaster County	MDR	Single-Family Residential
East	Lancaster County	MDR	Single-Family Residential
West	Lancaster County	MDR	Single-Family Residential

DEVELOPMENT SUMMARY:

Cluster Subdivision Overlay District (CSO)

Pursuant to UDO Section 4.4.1, the following general provisions apply to the Cluster Subdivision Overlay District:

Minimum Acreage: Pursuant to UDO Section 4.4.1.A, the minimum tract area for a cluster subdivision shall be 30 gross acres, shall consist of contiguous parcels, and must adjoin or have direct access to at least one collector street. As proposed, the site shall consist of a single 47.47-acre (42.93 highland) parcel, and connects to the Pineview Drive collector right-of-way.

Minimum Lot Area: Pursuant to UDO Section 4.4.1.B, the minimum lot area per dwelling unit within a cluster subdivision shall be 5,000 square feet. The smallest lot within the proposed subdivision shall be approximately 6,600 square feet.

Minimum Lot Width: Pursuant to UDO Section 4.4.1.C, in a cluster subdivision, where both central water and sewer services are available and adequate, the minimum lot width shall be 50'. The smallest lot width within the proposed subdivision shall be 55'.

Variety of Lot Sizes: Pursuant to UDO Section 4.4.1.D, individual lots in a cluster subdivision shall vary in size and layout. No more than 34% of the lots in a cluster subdivision shall have a single designated lot width. The proposed subdivision proposes the following lot sizes:

Lot Size	Number of Lots	Percentage of Subdivisions
55' x 120'	31	34%
65' x 125'	31	34%
75' x 130'	30	33%

Setbacks: Pursuant to UDO Section 4.4.1.E, the minimum front, rear, and side yard setbacks shall be 20', 30', and 7.5', respectively. The typical lot detail provided on the preliminary plat notes that these setbacks shall be met for each of the three lot types.

Open Space Requirement: Pursuant to UDO Section 4.4.1.F, no less than 25% of the site acreage, not including primary conservation areas, shall be set aside in perpetuity as open space. This same section establishes the formula by which the required open space shall be determined and, based upon that formula, 15.27 acres (32%) of the site is required to be set aside. The proposed subdivision would have 18.06 acres (38%) of open space in compliance with this requirement.

Maximum Density: Pursuant to UDO Section 4.4.1.G, the maximum number of dwelling units allowed per acre for a cluster subdivision shall not exceed the maximum for the residential use district in which it is located, as set forth in Chapter 2 of the UDO (2.5 dwelling units per acre). At this density, the 47.47-acre site would allow a total of 118 dwelling units, and only 92 are proposed.

Commercial Requirement: Pursuant to UDO Section 4.4.1.H, there shall be no required commercial within a cluster subdivision. No commercial uses are proposed as a part of the subdivision.

Required Improvements for all Development

Pursuant to UDO Section 6.3, paved streets, park/open space, street trees, and sidewalks are required for all development within the MDR District. The proposed preliminary plat provides for all of these with the exception of the street trees; however the following general note (#18) was provided:

Applicant to install street trees outside of 5' planting strip behind sidewalk. Street trees to be located 3-4' behind back of sidewalk either in the front yard of each lot, side yard of

each lot or in a common open space area. Exact locations to be determined at construction documents to avoid conflicts with utilities and driveways.

This note is not only inconsistent with the location of the proposed planting strip as depicted on the preliminary plat, but also inconsistent with the Street Tree Planting Requirements set forth in UDO Section 7.1.3.A, with one canopy tree for every 40' of street frontage of all rights-of-way adjacent to the development.

Connectivity

Pursuant to UDO Section 6.4.3.A, all development for which new streets are being constructed shall be required to achieve a minimum connectivity index of 1.3 (segments/nodes). The development proposal includes eight segments, and six nodes for a connectivity index of 1.33 in compliance with the standard.

Transportation

As required by UDO Section 6.8, the applicant commissioned a Traffic Impact Analysis (TIA) from Impact Designs, LLC. The TIA looked at three locations relevant to the project (see below), and found that no improvements to mitigate the development's impact are necessary. The TIA was reviewed by SCDOT staff who concurred with those findings.

Intersections	Improvements
McIlwain Road and Pineview Drive	None Required
Cane Mill Road and Pineview Drive	
McIlwain Road and Hilton Way Road	

Public Utilities

The Lancaster County Water and Sewer District (LCWSD) has not provided any comments regarding this development proposal.

Public Schools

The Lancaster County School District (LCSD) has not provided any comments regarding this development proposal.

DEVELOPMENT AGREEMENT:

Pursuant to UDO Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District. The applicant has submitted the proposed DA enclosed with this staff report. The DA reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and TIA.

The DA must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on December 13, 2021 (first reading of the ordinance).

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and surrounding parcels



Looking north along Pineview Drive with subject parcel on left



Looking southeast from Pineview Drive access to subject parcel



Looking south from Hallman Road at subject parcel

STAFF RECOMMENDATION:

Staff recommends **conditional approval** of this Major Preliminary Subdivision Plat request subject to the condition that all outstanding TRC/Evolve comments are addressed, and based upon the following findings of fact:

1. That the subject application involves parcel TM# 0087-00-105.00;
2. That the subject parcel is currently zoned MDR District, and is proposed to have MDR zoning with Cluster Subdivision Overlay District (CSO);
3. That the subject parcel has a Future Land Use Category of Transitional and a Community Types of Suburban Single-Family Neighborhood, Suburban Multi-Family Neighborhood, and Suburban Commercial Center;
4. That the proposal consists of a Preliminary Plat for a 92-lot Cluster Subdivision; and
5. That the proposed Cluster Subdivision shall comply with those specific Cluster Subdivision Overlay District provisions set forth in UDO Section 4.4.1.

ATTACHMENTS:

1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat
4. TIA and Consultant Memo
5. TRC/Evolve Comments

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

Upon the approval of a Preliminary Plat, detailed plans for street construction, utility line installations, and similar approvals shall be included in detailed **Civil Construction Plans**. The following will summarize the Preliminary Plat submittal and approval processes.

PROJECT INFORMATION

Project Address/Location: Pineview Drive near Meadow Plaza Drive

Tax Map ID/Parcel No. 0087-00-105.00 (47.47 ac)

Project Description: Single family detached residential neighborhood

Applicant Name: Arbor Construction, LLC c/o ESP Associates, Inc.

Address: 3475 Lakemont Blvd, Fort Mill, SC 29708

Phone: 980-721-0186 Fax: 803-802-2515 Email: ptatge@espassociates.com

Property Owner Name: Arbor Land Holdings, LLC

Address: 4119-I Rose Lake Drive Charlotte, NC 28217

Phone: 678-437-5758 Fax: N/A Email: jeffj@arborc.com

Other Project Contacts

Name: Scott Childers, PE ESP Associates, Inc.

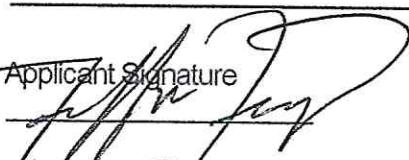
Address: 3475 Lakemont Blvd Fort Mill, SC 29708

Phone: 704-507-2423 Fax: 803-802-2515 Email: schilders@espassociates.com

Name: Jeff Jernigan

Address: 4119-I Rose Lake Dr. Charlotte, NC 28217

Phone: 678-437-5758 Fax: N/A Email: jeffj@arborc.com

Applicant Signature 
Date 8-12-2021

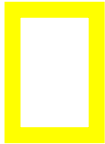
Property Owner Signature 
Date 8-12-2021

PRELIMINARY PLAT CHECKLIST

The following identifies required information to be placed on Preliminary Plat drawings. A list of key requirements has also been provided, however, this checklist should not be used as a substitute to reviewing the UDO.

Proposal:
Preliminary Plat 92 lots

Legend:



Subject Property



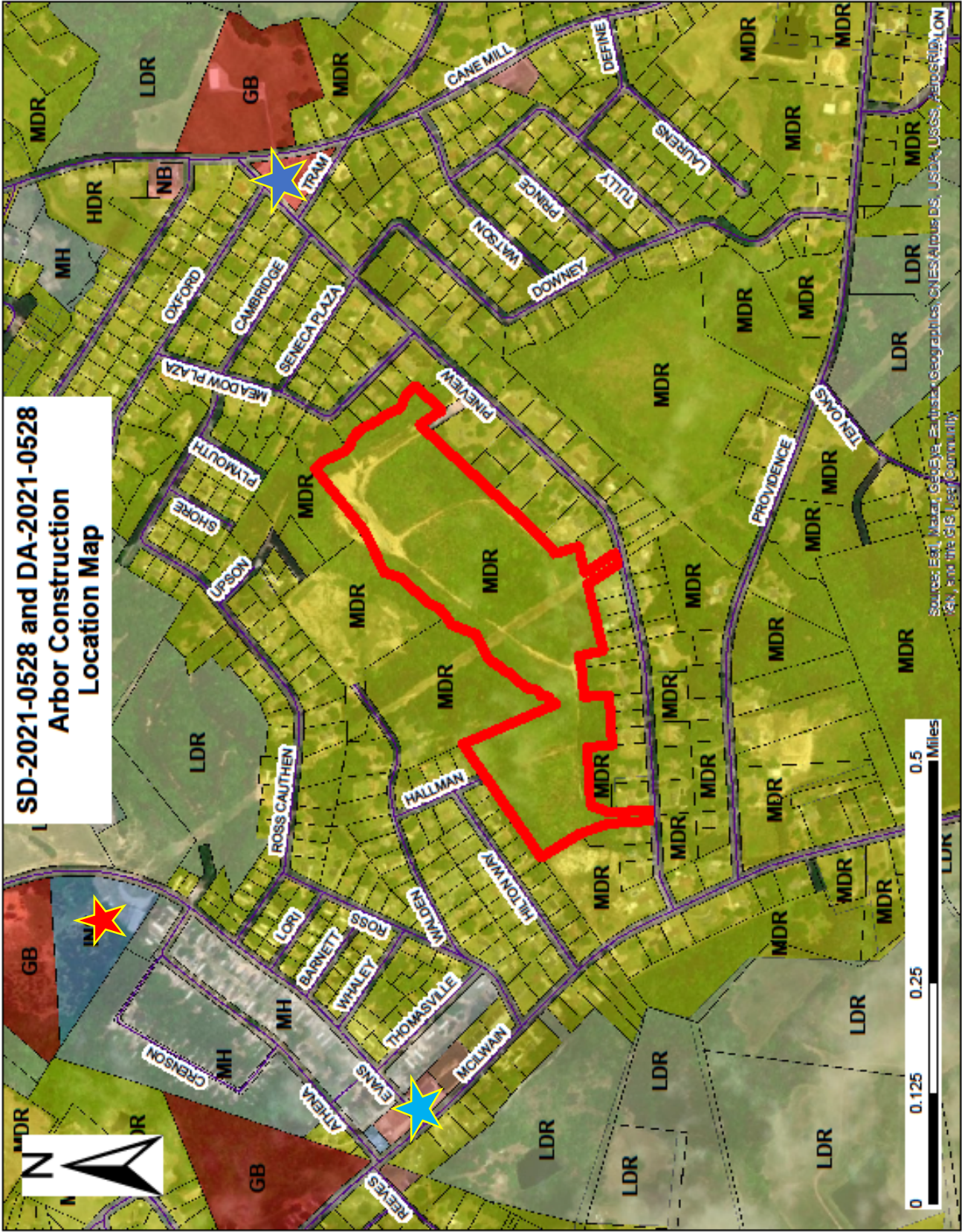
Smokerise Custom
Exhaust

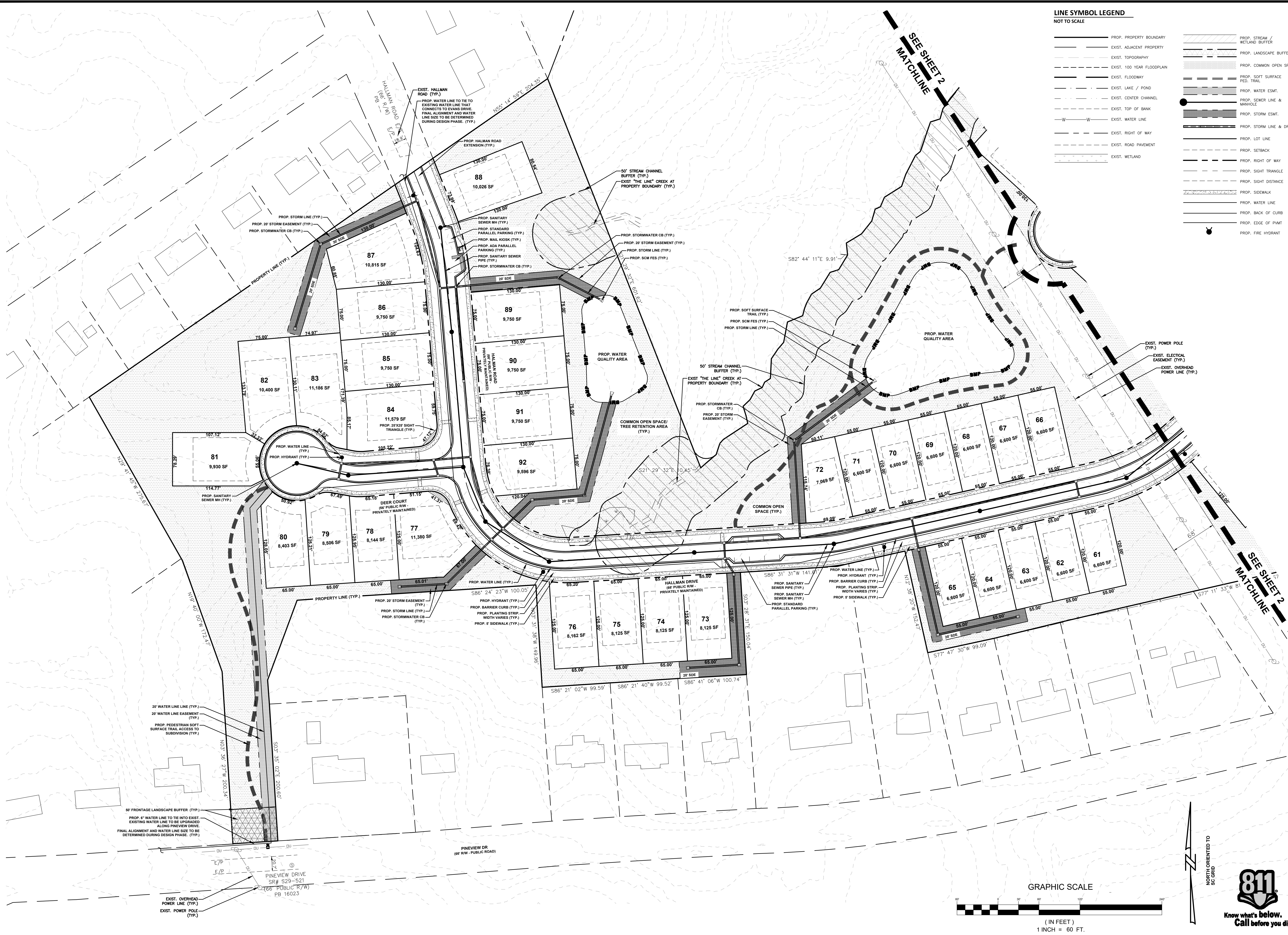


Beacon Baptist Church



Country Corner Grocery





LINE SYMBOL LEGEND
NOT TO SCALE

- PROP. PROPERTY BOUNDARY
- EXIST. ADJACENT PROPERTY
- EXIST. TOPOGRAPHY
- EXIST. 100 YEAR FLOODPLAIN
- EXIST. FLOODWAY
- EXIST. LAKE / POND
- EXIST. CENTER CHANNEL
- EXIST. TOP OF BANK
- EXIST. WATER LINE
- EXIST. RIGHT OF WAY
- EXIST. ROAD PAVEMENT
- EXIST. WETLAND
- PROP. STREAM / WETLAND BUFFER
- PROP. LANDSCAPE BUFFER
- PROP. COMMON OPEN SPACE
- PROP. SOFT SURFACE PED. TRAIL
- PROP. WATER ESMT.
- PROP. SEWER LINE & MANHOLE
- PROP. STORM ESMT.
- PROP. STORM LINE & DRAIN
- PROP. LOT LINE
- PROP. SETBACK
- PROP. RIGHT OF WAY
- PROP. SIGHT TRIANGLE
- PROP. SIGHT DISTANCE
- PROP. SIDEWALK
- PROP. WATER LINE
- PROP. BACK OF CURB
- PROP. EDGE OF PMT
- PROP. FIRE HYDRANT

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-553-4949 (NC)
803-802-2440 (SC)
www.espsociates.com

ESP

STATE OF SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
378-C
No. 1127

BY: _____
DATE: _____
REVISION: _____
NO. 1

PRELIMINARY PLAT
ARBOR MEADOWS
PRELIMINARY PLAT
ARBOR CONSTRUCTION, LLC
LANCASTER COUNTY, SC

PROJECT INFORMATION
PROJECT MANAGER: PT
DESIGNED BY: JB
DRAWN BY: JB
PROJECT NUMBER: JM12.100
ORIGINAL DATE: 09/30/2021
SHEET:
1 OF 2

811
Know what's below.
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TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

Lancaster, South Carolina

APRIL 30, 2021

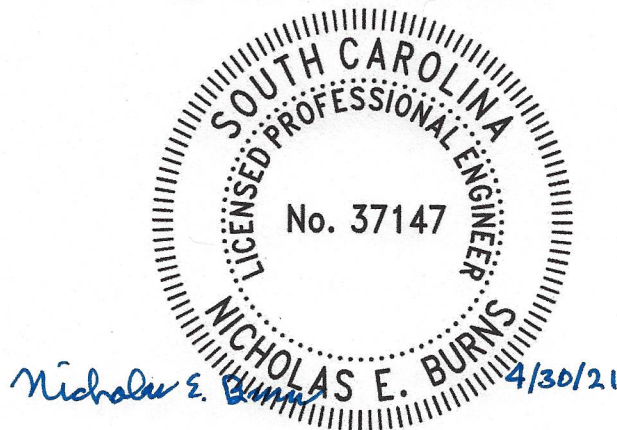
IMPACT DESIGNS, INC.

Prepared by: Nicholas Burns, PE

TRAFFIC IMPACT STUDY

PALMETTO PROPERTY

LANCASTER, SOUTH CAROLINA



REPORT PREPARED FOR:

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241

REPORT PREPARED BY

Impact Designs Inc.
172 Williamson Road, Unit 3728
nick@impactdesignsinc.com

Table of Contents

EXECUTIVE SUMMARY	iii
1. INTRODUCTION	1
1.1. Project Summary	1
1.2. Existing Roadway Conditions	1
1.3. Driveway Locations.....	1
2. TRAFFIC VOLUME DEVELOPMENT.....	5
2.1. Existing Traffic Volumes.....	5
2.2. Projected Traffic Volumes.....	5
2.3. Proposed Development Traffic Volumes.....	5
2.4. Future Build Traffic Volumes.....	5
3. TRAFFIC IMPACT ANALYSIS	11
3.1. Turn Lane Analysis.....	11
3.2. Intersection LOS Analysis	11
4. SUMMARY OF FINDINGS AND RECOMMENDATIONS	14

Tables

Table 1 – Study Area Summary	1
Table 2 – Trip Generation.....	5
Table 3 – <i>HCM 2010</i> LOS Criteria for Signalized & Unsignalized Intersections	11
Table 4 – Signalized Intersection Analysis Results	12

Figures

Figure 1 – Site Location Map 2

Figure 2 – Conceptual Site Plan..... 3

Figure 3 – Existing Lane Configurations and Traffic Control..... 4

Figure 4 – Existing (2021) Traffic Volumes..... 7

Figure 5 – No-Build (2023) Traffic Volumes..... 8

Figure 6 – Site Trip Distributions 9

Figure 7 – Site Trip Assignment 10

Figure 8 - Build (2023) Peak-Hour Traffic Volumes..... 11

Figure 9 – Proposed Lane Configurations and Traffic Control 15

Appendices

- A) Traffic Count Data
- B) Turn Lane Analysis
- C) Synchro Analysis Reports
- D) SimTraffic Analysis Reports

EXECUTIVE SUMMARY

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

1. INTRODUCTION

The purpose of this report is to summarize the traffic impact study that was completed for the Palmetto Property in Lancaster, South Carolina. The study was developed in accordance with SCDOT guidelines. This report summarizes the procedures and findings of the traffic impact study.

1.1. Project Summary

The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes. This traffic impact study analyzes the effects of the additional traffic associated with the proposed development during the weekday AM (7:00 AM - 9:00 AM) and the weekday PM (4:00 PM - 6:00 PM) peak periods. The study area for the purpose of the analysis includes:

- McIlwain Road & Pineview Drive
- Cane Mill Road & Pineview Drive
- McIlwain Road & Hilton Way Road

The proposed development is expected to be built out by the end of 2023; therefore, 2023 was considered as the future year for the purpose of this analysis. Refer to Figures 1 and 2 for the site location and the conceptual site plan.

1.2. Existing Roadway Conditions

The primary roadways within the study area include McIlwain Road, Pineview Drive, Cane Mill Road, Hilton Way Road. A summary of their existing characteristics is shown in Table 1.

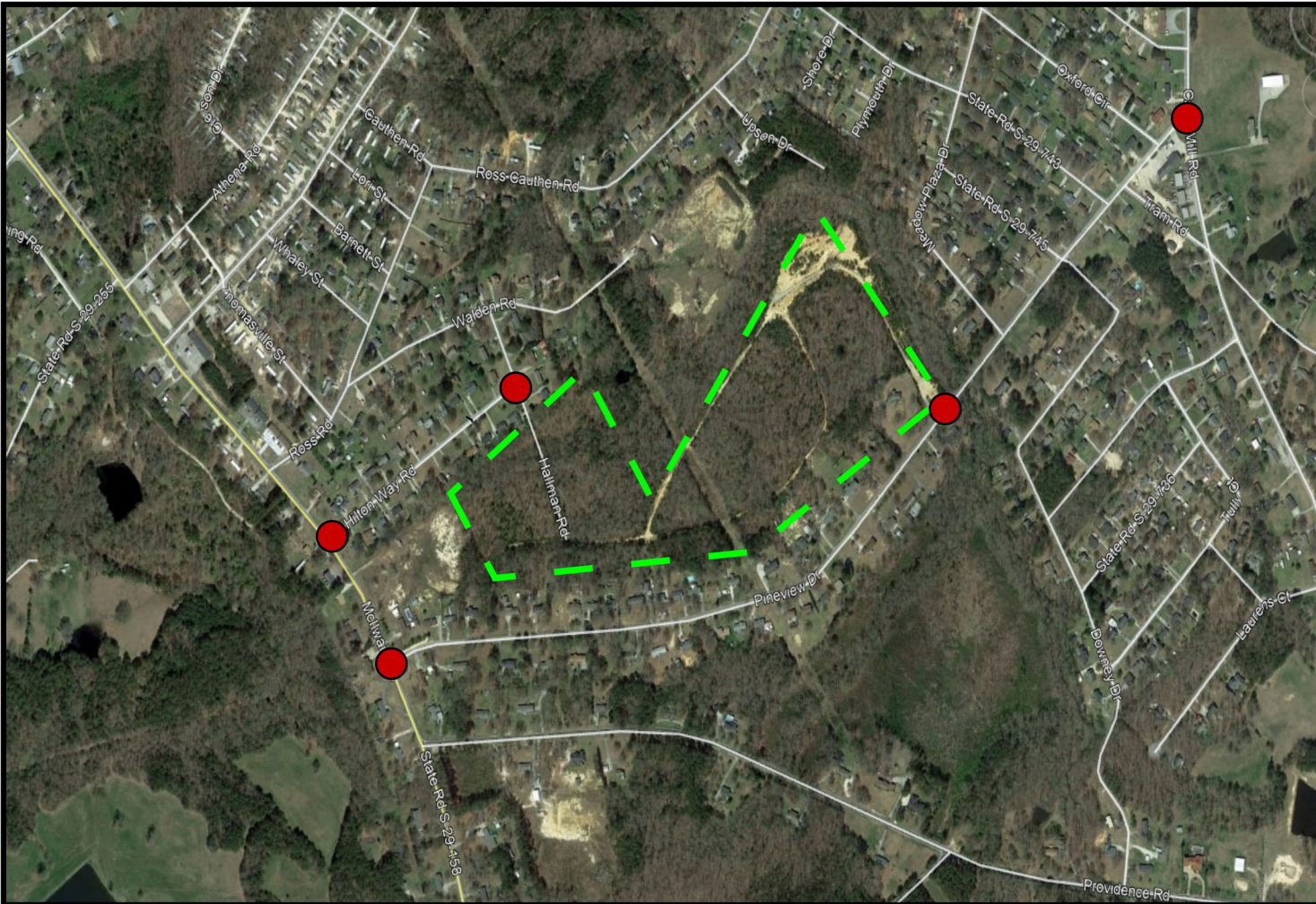
Table 1 – Study Area Summary

Facility Name	Route #	Typical Cross Section	Posted Speed Limit	Maintained By	2019 AADT
McIlwain Road	S-158	2-lane undivided	45 MPH	SCDOT	5,700
Pineview Drive	N/A	2-lane undivided	35 MPH	Local	N/A
Cane Mill Road	S-407	2-lane undivided	45 MPH	SCDOT	2,900
Hilton Way Road	N/A	2-lane undivided	Unposted	Local	N/A

Refer to Figure 3 for an illustration of the existing geometry and traffic control at the study intersections.

1.3. Driveway Locations

Direct access to Pineview Drive is proposed to be provided via one full movement access [approximately 2,000 feet west of Cane Mill Road], while cross access is also proposed to be provided via Hallman Road.

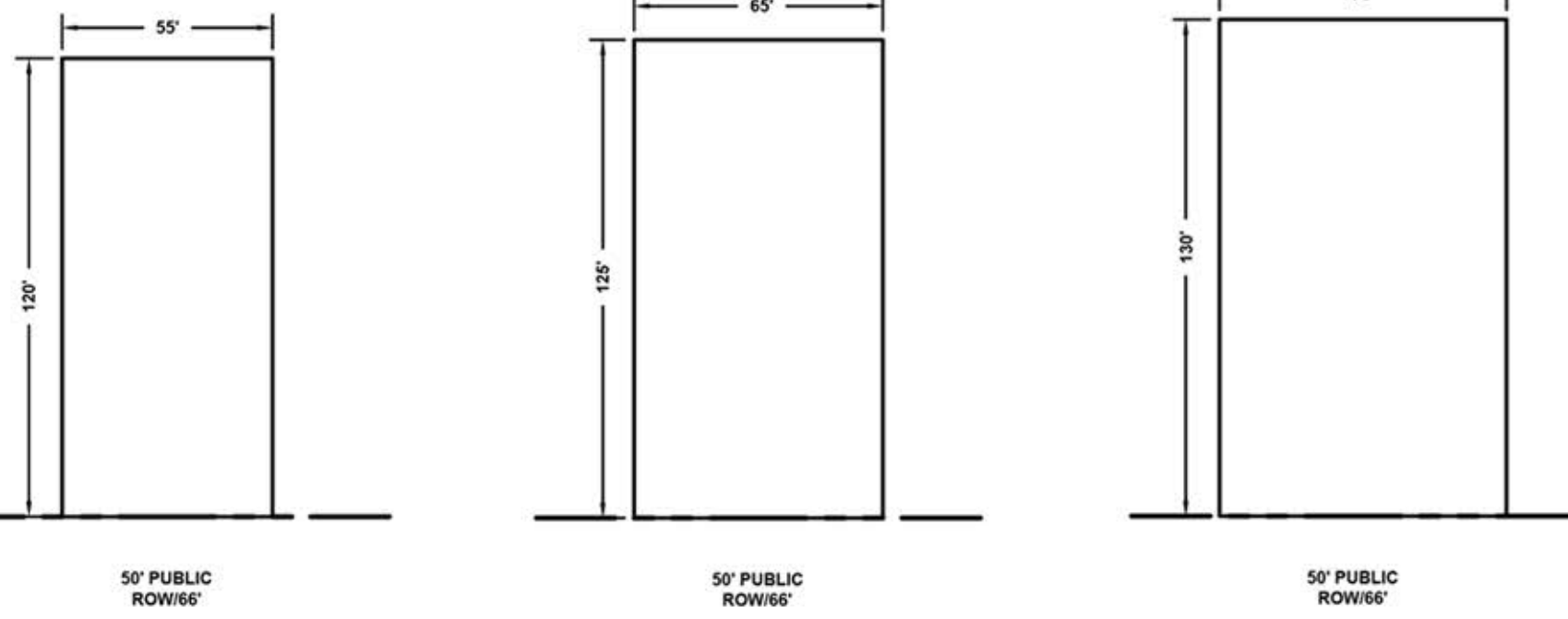


LEGEND	
	Proposed Site Location
	Study Intersection

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Site Location Map		
Scale: Not to Scale	Figure	1

Typical Lot Details

NTS



55' x 120' Lot
NTS

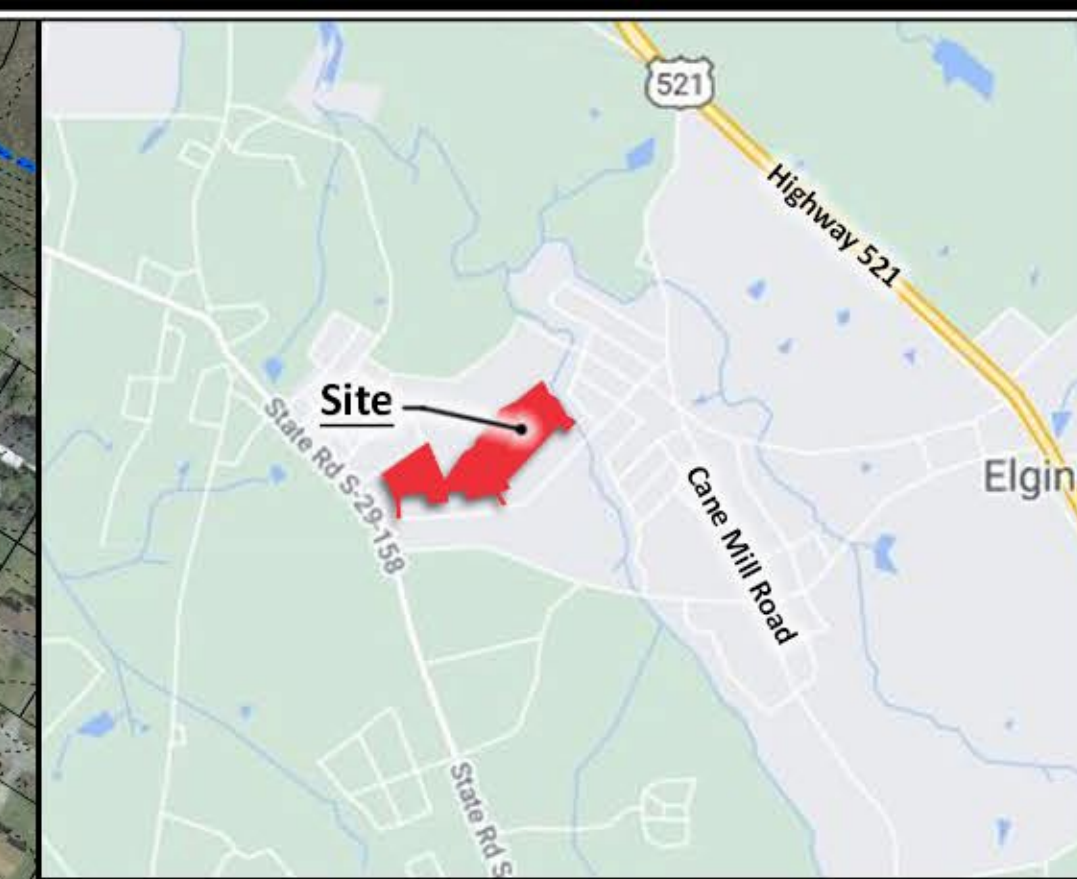
Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

65' x 125' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'

75' x 130' Lot
NTS

Setbacks
F: 20'
S: 7.5'
CS: 15'
R: 30'



Vicinity Map

Not To Scale



Site Data:

Tax Parcels:	0087-00-105.00
Total Acreage:	+/- 47.47 Acres (per GIS)
Location:	Lancaster County, SC
Zoning:	Existing: MDR
Watershed:	Catawba
Total Potential Lots:	+/- 93 Lots
55' x 135' Lots:	+/- 31 Lots (33.33%)
65' x 135' Lots:	+/- 31 Lots (33.33%)
75' x 135' Lots:	+/- 31 Lots (33.33%)

Density: 1.96 DU/AC

Total Open Space Set Aside:	
Required:	+/- 11.9 Acres (25%)
Proposed:	+/- 12.99 Acres (27%)

Primary Conservation Areas: +/- 1.49 Acres *

Total Open Space Set Aside= Total Parcel minus Primary Conservation Areas multiplied by Open Space Percentage then added to Primary Conservation Areas:

$$TO = ((TP-PC)OSP)+PC$$

TO = Total Open Space Set Aside (Acres)
TP = Total Parcel (Acres)
PC = Primary Conservation Area (Acres)
OSP = Open Space Percentage

$$TO = ((47.47-1.49)0.25)+1.49$$

$$TO = (45.98)0.25+1.49$$

$$TO = 11.50+1.49$$

$$TO = 12.99 \text{ Acres}$$

Notes:

* Primary Conservation Areas include non-developable areas: wetlands, surface waters & intermittent stream channels, floodplain & floodway and stream buffers.

Connectivity Index:

Required:	1.3
Proposed:	1.33 (8 Links/6 Nodes)

General Notes

1. Base information provided by Lancaster County GIS Data and should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Draft - Do not rely on this document.

Floodplain Information

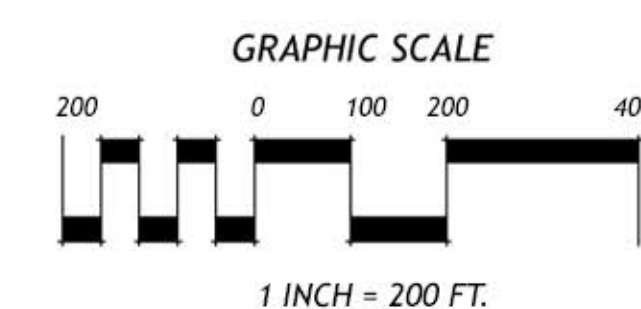
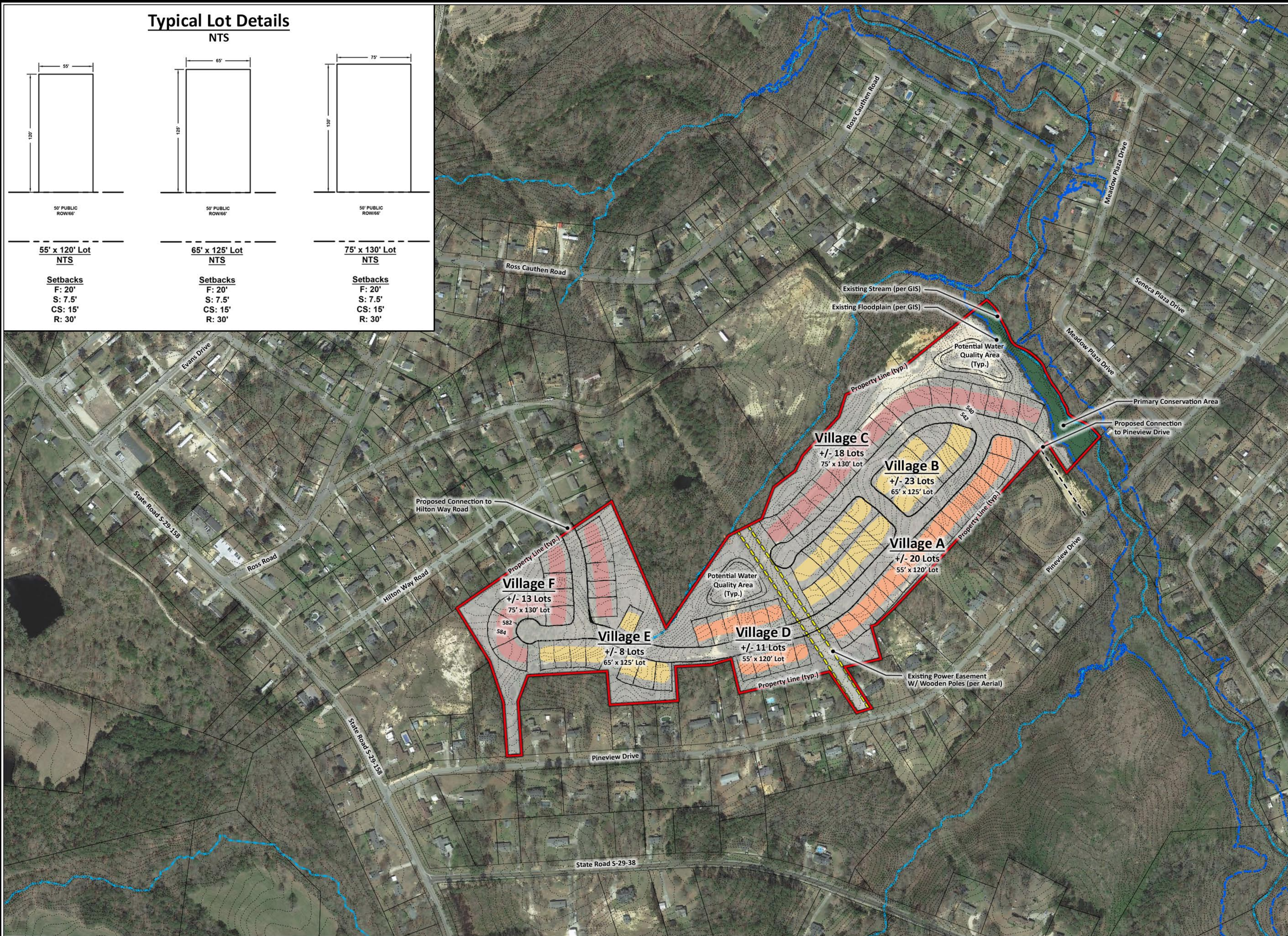
Floodplain information obtained from FEMA FIRM Panel 45057C0245D & 45057C0265D effective date of study 06/16/2011.

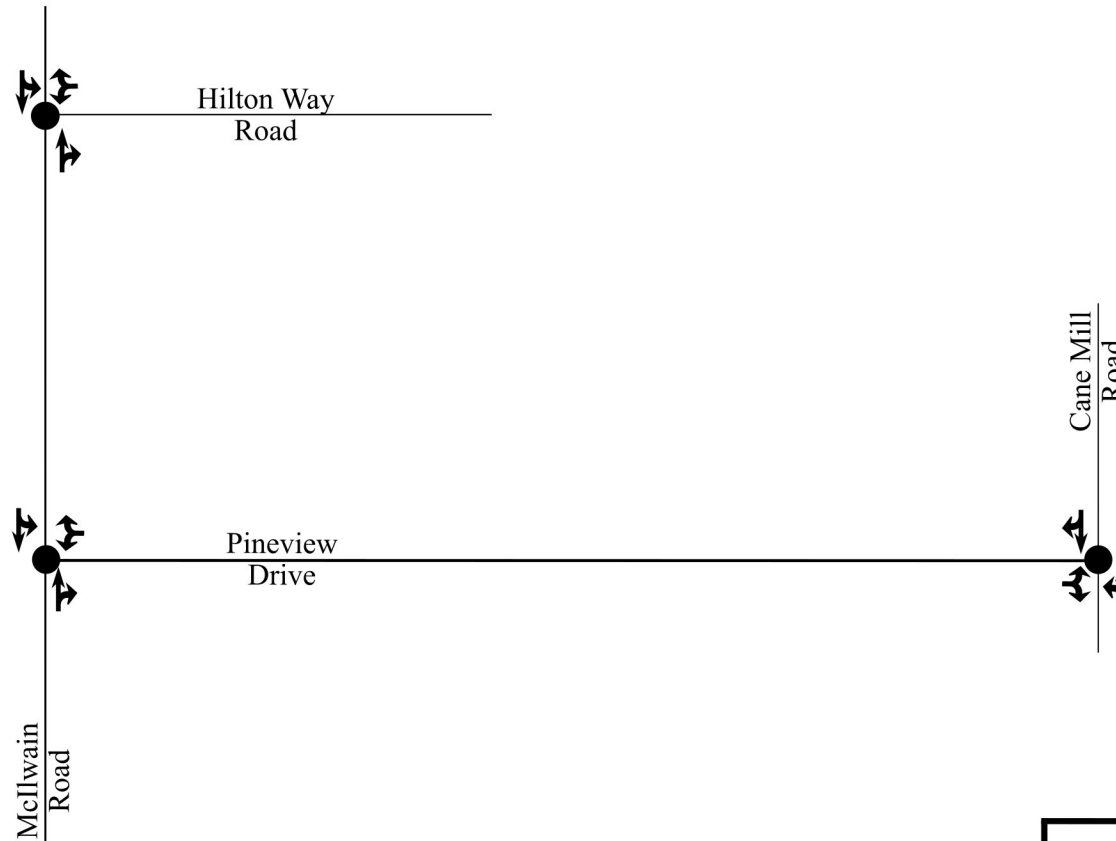
Stream/Wetland Information

Stream/Wetland information is based on preliminary information provided to ESP by Lancaster County GIS data. For purposes of preparation of this Base Map, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Base Map will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy-unit loss may occur.

Public Information

ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.





LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
-  Existing Lane
-  Posted Speed Limit
- X' Storage (In Feet)

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Designs, Inc.

*Palmetto Property
Lancaster, SC*

Existing Lane Configurations
and Traffic Control

Scale: Not to Scale

Figure

3

2. TRAFFIC VOLUME DEVELOPMENT

2.1. Existing Traffic Volumes

Existing turning movement counts were conducted at the study intersections on Thursday February 11th, 2021 during the AM (7:00 AM to 9:00 AM) peak period and the PM (4:00 PM to 6:00 PM) peak period. Due to COVID, existing traffic volumes were increased by 12% to account for variability in traffic due to area schools not operating at full capacity. Traffic volumes on McIlwain Road were balanced upwards between intersections. The 2021 traffic volumes are illustrated in Figure 4.

2.2. Projected Traffic Volumes

Based on coordination with SCDOT, a 2% annual growth was applied to the 2021 counts to develop the No-Build (2023) volumes. This growth rate was applied to account for all background growth in the area without any adjacent and/or the proposed developments. Refer to Figure 5 for an illustration of the No-Build (2023) traffic volumes at the study intersections.

2.3. Proposed Development Traffic Volumes

As mentioned previously, the proposed development is expected to consist of up to 93 single-family homes. The trip generation potential for the proposed development was estimated utilizing methodology contained within the ITE's *Trip Generation Manual*, 10th Edition. Utilizing ITE equations [for the peak hour of adjacent street traffic] and the number of dwelling units as the independent variable, traffic volumes for ITE Code 210 were generated for the weekday daily, the weekday AM peak hour, and the weekday PM peak hour. Refer to Table 2 for a summary of the trip generation potential of the proposed development.

Table 2 – Trip Generation

ITE Land Use (Code)	Density	Independent Variable	Daily Traffic	AM Peak		PM Peak	
				Enter	Exit	Enter	Exit
Single-family Housing (ITE Code 210)	93	Dwelling Units	973	18	53	60	35

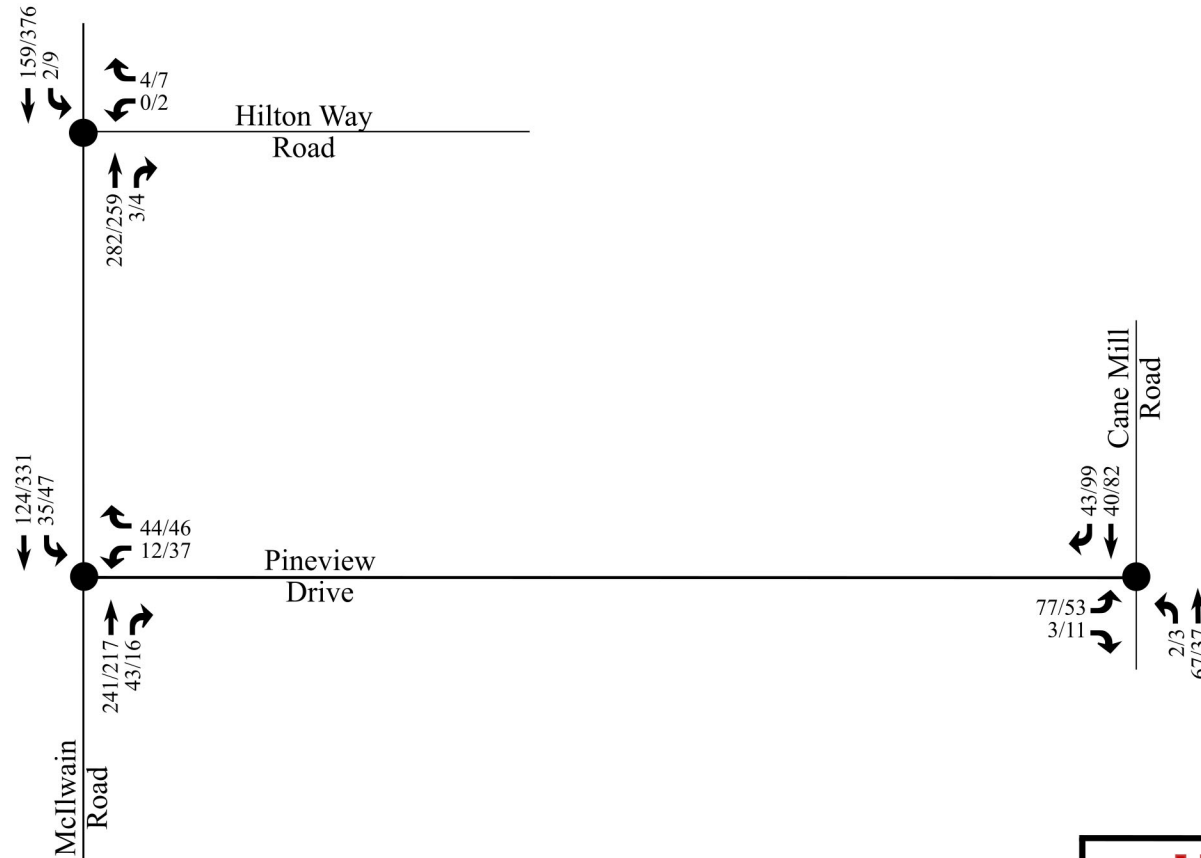
Site traffic associated with the proposed development was distributed and assigned to the roadway network based upon existing travel patterns and are summarized below:

- 45% to/from the north via McIlwain Road
- 25% to/from the south via McIlwain Road
- 25% to/from the north via Cane Mill Road
- 5% to/from the south via Cane Mill Road

Refer to Figures 6 and 7 for the site trip distribution and assignment, respectively.

2.4. Future Build Traffic Volumes

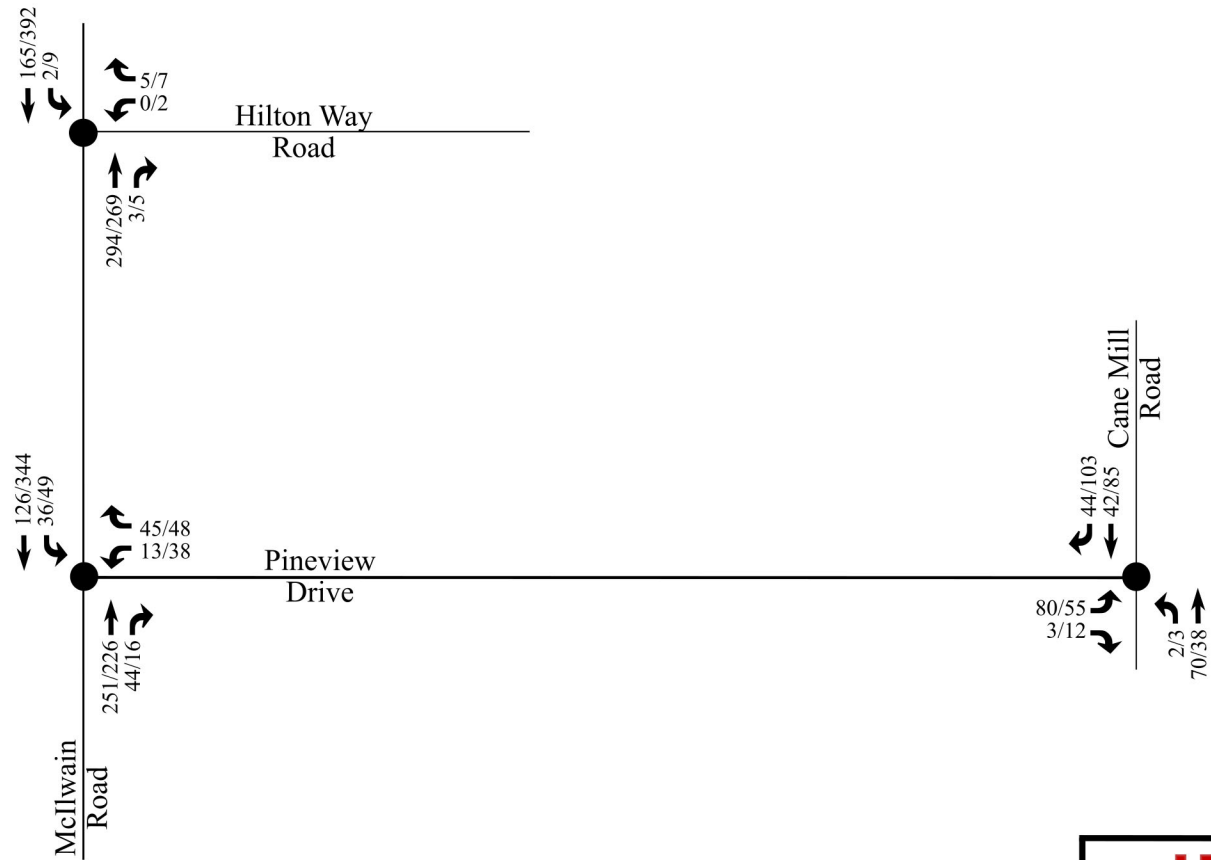
The site generated traffic volumes were added to the No-Build (2023) traffic volumes to determine the Build (2023) volumes. The Build (2023) volumes are illustrated in Figure 8.



LEGEND

 Signalized Intersection
 Unsignalized Intersection
 X / Y → AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Existing (2020) Traffic Volumes		
Scale: Not to Scale	Figure	4



LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT

Designs, Inc.

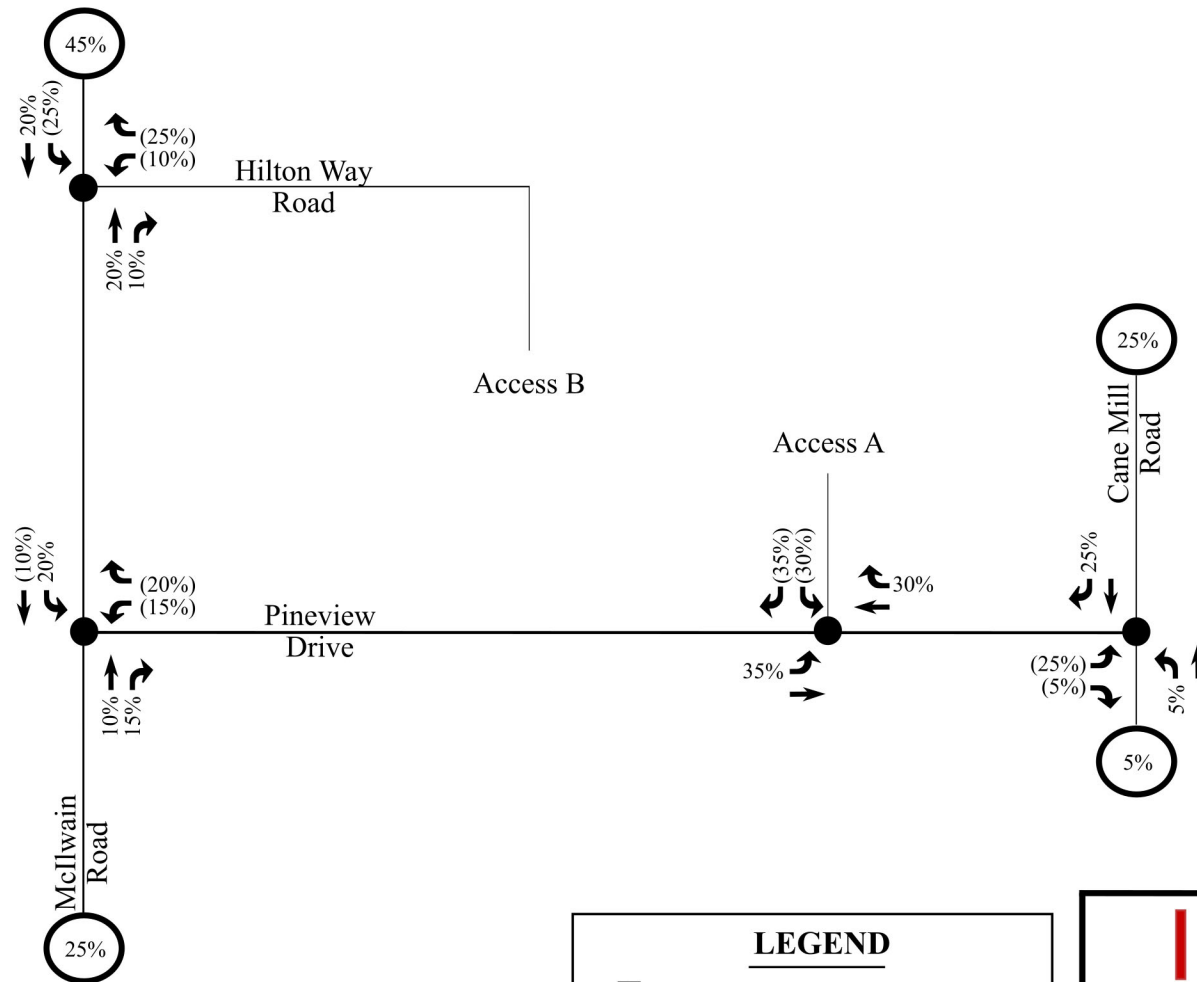
*Palmetto Property
Lancaster, SC*

No-Build (2023)
Traffic Volumes

Scale: Not to Scale

Figure

5



LEGEND

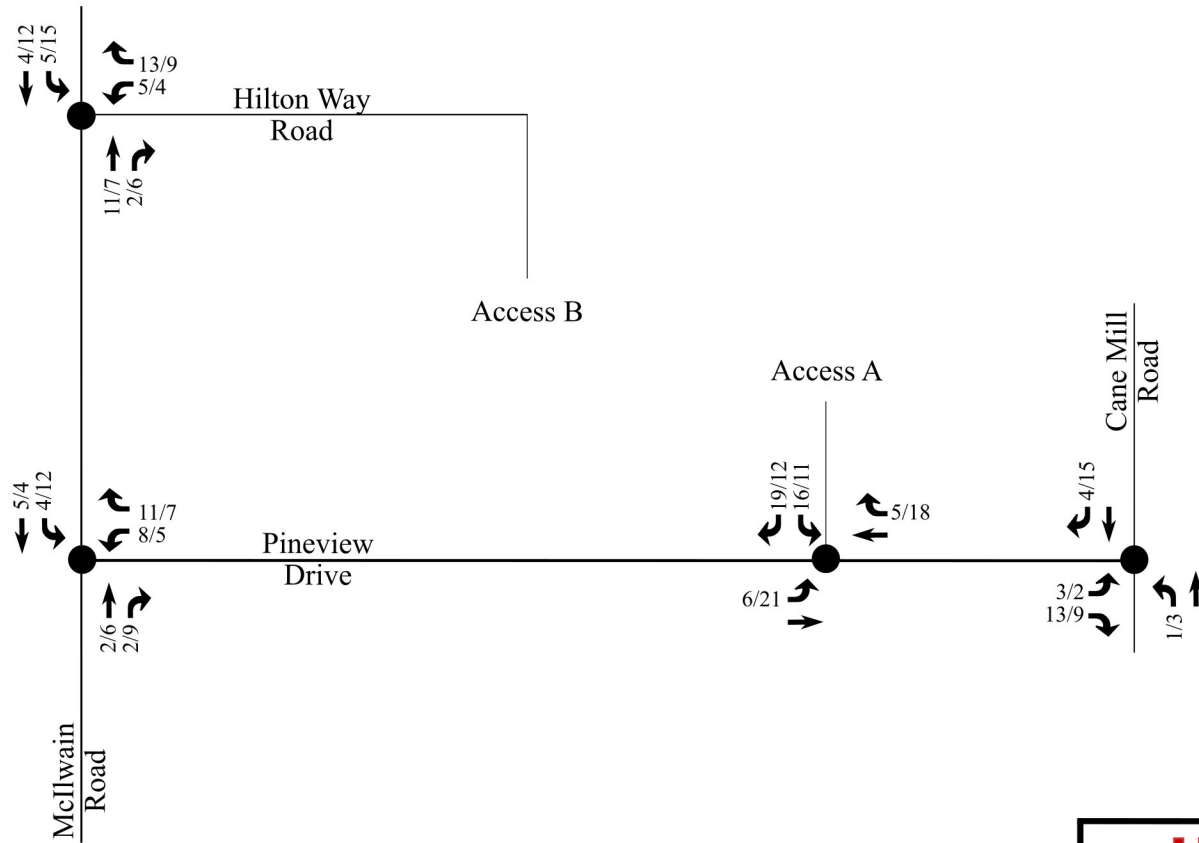
-  Signalized Intersection
-  Unsignalized Intersection
-  Regional Trip Distribution
- X% → Entering Trip Distribution
- (Y%) → Exiting Trip Distribution

IMPACT
Designs, Inc.

*Palmetto Property
Lancaster, SC*

Primary Trip Distribution

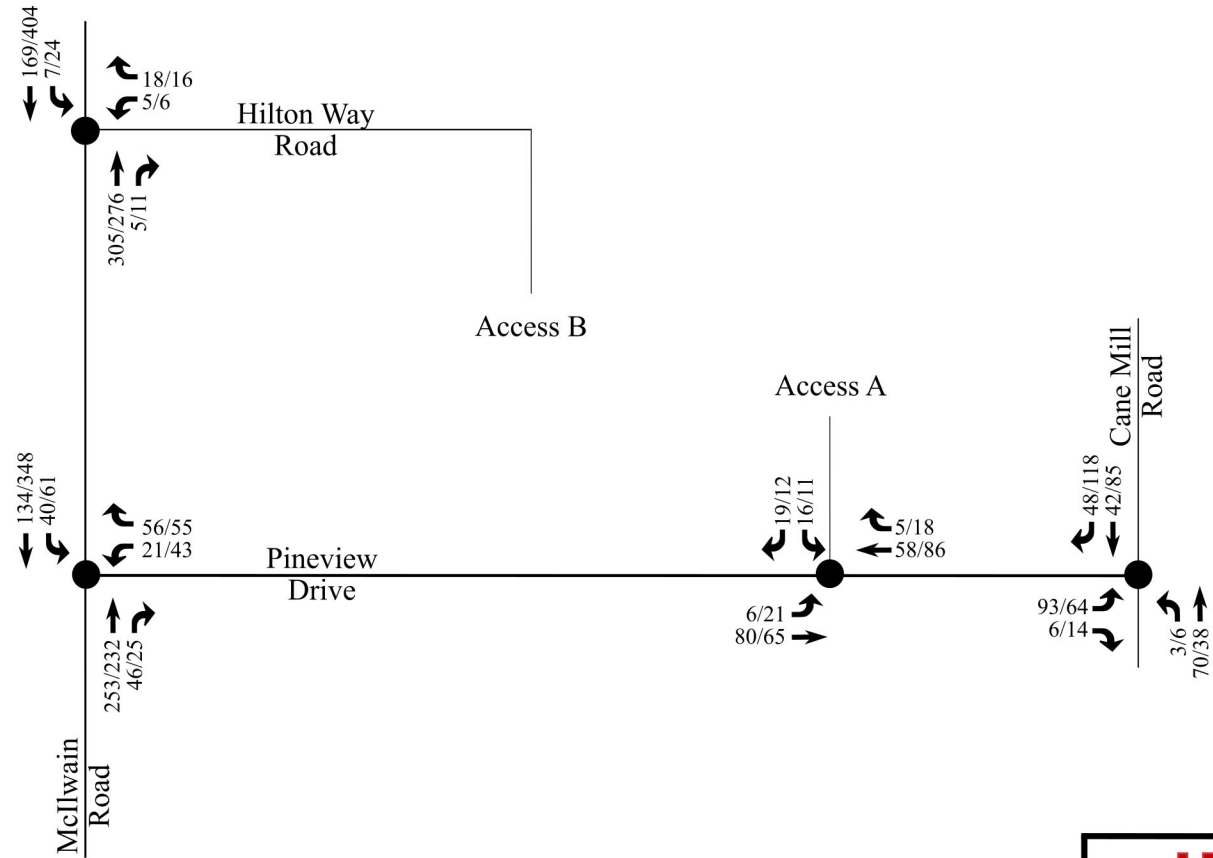
Scale: Not to Scale	Figure	6
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LEGEND

-  Signalized Intersection
-  Unsignalized Intersection
- X / Y → AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Primary Trip Assignment		
Scale: Not to Scale	Figure	7



LEGEND

 Signalized Intersection

 Unsignalized Intersection

X / Y → AM / PM Peak Hour Traffic

IMPACT Designs, Inc.		
Palmetto Property Lancaster, SC		
Build (2023) Traffic Volumes		
Scale: Not to Scale	Figure	10

3. TRAFFIC IMPACT ANALYSIS

3.1. Turn Lane Analysis

A turn lane analysis was conducted utilizing the Build (2023) volumes. Based on the anticipated build out volumes, no exclusive turn lanes are warranted on Pineview Drive at the proposed site access. Refer to Appendix B for the turn lane warrants with volumes graphed.

3.2. Intersection LOS Analysis

Using the existing, no-build, and build traffic volumes, intersection analyses were conducted for the study intersections under Existing (2021) conditions, No-Build (2023) conditions, and Build (2023) conditions. This analysis was conducted using the Transportation Research Board's *Highway Capacity Manual (HCM 6th Edition)* methodologies of the *Synchro*, Version 10 software.

Intersection level of service (LOS) grades range from LOS A to LOS F, which are directly related to the level of control delay at the intersection and characterize the operational conditions of the intersection traffic flow. LOS A operations typically represent ideal, free-flow conditions where vehicles experience little to no delays, and LOS F operations typically represent poor, forced-flow (bumper-to-bumper) conditions with high vehicular delays, and are generally considered undesirable. Table 3 summarizes the *HCM 2010* control delay thresholds associated with each LOS grade for signalized and unsignalized intersections.

Table 3 – HCM 2010 LOS Criteria for Signalized & Unsignalized Intersections

Signalized Intersections		Unsignalized Intersections	
LOS	Control Delay per Vehicle (seconds)	LOS	Control Delay per Vehicle (seconds)
A	≤ 10	A	≤ 10
B	> 10 and ≤ 20	B	> 10 and ≤ 15
C	> 20 and ≤ 35	C	> 15 and ≤ 25
D	> 35 and ≤ 55	D	> 25 and ≤ 35
E	> 55 and ≤ 80	E	> 35 and ≤ 50
F	> 85	F	> 50

A PHF of 0.90 was applied and a heavy vehicle percentage of 2% was utilized for the purpose of this analysis.

The results of the capacity analysis for the existing study intersections under existing traffic control are summarized in Table 4. Refer to Appendix D for more detailed capacity analysis reports.

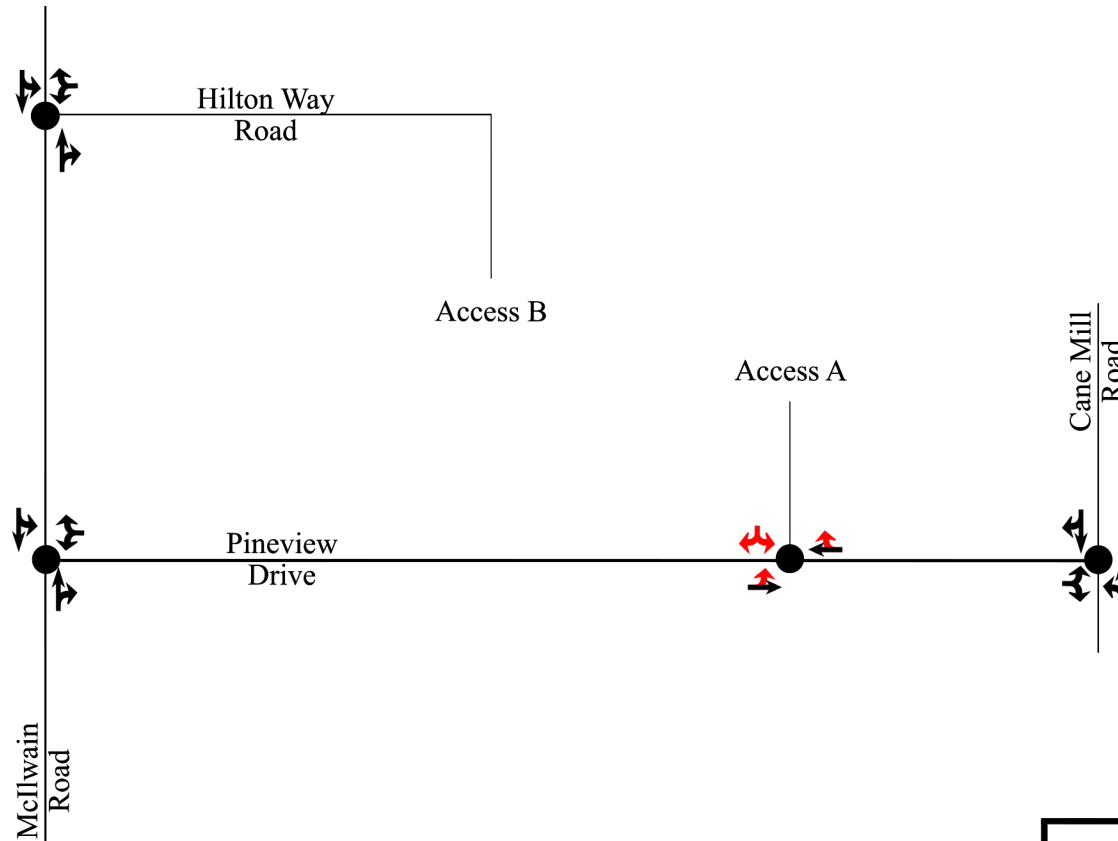
Table 4 – Signalized Intersection Analysis Results

Intersection	Approach	LOS (Delay in seconds)					
		Existing (2021) Conditions		No-Build (2023) Conditions		Build (2023) Conditions	
		AM	PM	AM	PM	AM	PM
McIlwain Road & Pineview Drive	NB	-	-	-	-	-	-
	SB	A (8.0)	A (7.9)	A (8.0)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.8)	B (13.3)	B (11.0)	B (13.6)	B (11.5)	B (14.5)
Cane Mill Road & Pineview Drive	NB	A (7.4)	A (7.6)	A (7.4)	A (7.6)	A (7.4)	A (7.7)
	SB	-	-	-	-	-	-
	EB	A (9.7)	A (9.9)	A (9.8)	A (9.9)	A (9.9)	B (10.1)
McIlwain Road & Hilton Way Road	NB	-	-	-	-	-	-
	SB	A (7.9)	A (7.9)	A (7.9)	A (7.9)	A (8.0)	A (8.0)
	WB	B (10.0)	B (10.9)	B (10.1)	B (11.1)	B (10.8)	B (11.8)
Pineview Drive & Proposed Site Access	EB	<i>Analyzed under 'build' conditions ONLY</i>				A (7.4)	A (7.5)
	WB					-	-
	SB					A (9.2)	A (9.4)

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

Additionally to the intersections analyzed above, Hilton Way Road and Hallman Road were also considered. However, to the low existing traffic volumes and the minor additions in site traffic it was assumed to function sufficiently.

Figure 9 shows the proposed lane configurations and traffic control for the Build (2023) conditions.



LEGEND	
	Signalized Intersection
	Unsignalized Intersection
	Existing Lane (Proposed)
x'	Storage (In Feet)

IMPACT Designs, Inc.		
<i>Palmetto Property Lancaster, SC</i>		
Proposed Lane Configurations and Traffic Control		
Scale: Not to Scale	Figure	9

4. SUMMARY OF FINDINGS AND RECOMMENDATIONS

A traffic impact study was conducted for the proposed Palmetto Property in accordance SCDOT guidelines. The proposed development is located on the north side of Pineview Drive between McIlwain Road and Meadow Plaza Drive in Lancaster, South Carolina. The development is expected to consist of up to 93 single-family homes and is anticipated to be constructed by the end of 2023.

Capacity analysis indicates that the main street left turn movements on McIlwain Road, Cane Mill Road, and Pineview Drive are expected to operate at LOS A during the peak hours under all existing and future traffic conditions. Additionally, all stop-controlled side-street approaches of Pineview Drive, Hilton Way Road, and the Proposed Site Access are expected to operate at an overall LOS B or better during the peak hours under all existing and future traffic conditions.

May 17, 2021

Nicholas E. Burns, P.E.
Impact Designs, Inc.
172 Williamson Road, Unit 3728
Mooresville, North Carolina 28115

RE: Palmetto Property Traffic Impact Study
Hilton Way Road (O.S.) & Pineview Drive (O.S.) off McIlwain Road (S-29-158)
Lancaster County

Dear Mr. Burns:

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on Hilton Way Road (O.S.) and Pineview Drive (O.S.) off McIlwain Road (S-29-158). We concur in principle with the document and support the recommendation that no improvements to mitigate the development's impact to the capacity of state roadways are necessary.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. If you have any additional questions or concerns, please contact the District 4 Permit Office at 803-377-4155.

Sincerely,



C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/mrg

ec: Stephen Blackwelder, Lancaster County Engineering
Clint Beaver, Lancaster Resident Maintenance Engineer

File: D4/PO/ACL



Lancaster County
Planning Department
P. O. Box 1809
Lancaster, SC 29721
803.285.6005
planning@lancastercountysc.net

October 25, 2021

Peter Tatge
ESP Associates
3475 Lakemont Blvd.
Fort Mill, SC 29708

Project Number	20210528
Project Name	Pineview Drive Arbor Meadows
Location	Pineview Drive, Lancaster
Stage	Preliminary Plat
Parcel(s)	0087-00-105.00
Status	Not Approved

Dear: Peter Tatge

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed and revised plans submitted with a response letter.

If the attached comments require changes to the plans, please submit the requisite number of sets, along with a pdf of the plan set on a CD, to the Lancaster County Planning Department.

Once revised plans are received, they will be submitted to staff for review.

Please be aware that plans will not be routed for review without a response letter

Sincerely,

A handwritten signature in black ink that reads "Chanda Kirkland".

Chanda Kirkland, Development Service Coordinator
Lancaster County Government
101 N Main St
Lancaster, SC 29720
P: (803) 416-9390

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406
sblackwelder@lancastersc.net

Conditional

Review Comments:

General Comments:

1. Most of our comments and questions will occur during the Construction Document review of the civil plans. Below are some general observations from the plan submitted.
2. Permits from the Army Corp of Engineers will be necessary for any stream crossings and/or filling in the stream buffer areas and/or wetlands for this project. This can be a lengthy and expensive process.
3. This site has many topographical challenges which must be overcome by careful engineering and quality construction practices.
4. It appears construction grading will occur in close proximity to the floodplain in several areas. Appropriate stream buffers must be adhered to. Proper installation and maintenance of BMP's will be critical to protect the streams.
5. All BMP ponds will need an access area at least 10' wide. This access can be at a slope not greater than 4(H) to 1(V) for maintenance equipment to get to the pond.
6. Will there be an additional connection to Pineview Drive on the west portion of the parcel? There appears to be a rectangular strip of land which would accommodate such a connection.

E911 Address - Sandra Burton - (803) 416-9325
sburton@lanc911.com

Approved

Review Comments:

1. Addresses will be issued to developer upon receipt of an approved civil plat
2. Upon approval of civil plans, please send a CAD file in a 2010 version. Addresses must be on the Final Plat for Recording
3. Road Names and subdivision name are all approved and on hold

Fire Marshal - John Magette - 8032838888
jmagette@lancastersc.net

Not Approved

Review Comments:

1. Roadway must be widened at fire hydrants not at an intersection or cul de sac to 26 feet in width for 20 feet on each side of the hydrant.
2. Provide no parking signage in all cul de sacs.

LC Water & Sewer District - James Hawthorne - (803) 285-6919
james.hawthorne@lcwasd.org

No Review Done

Review Comments:

At this time we have not received any comments from LCWSD. Feel free to reach out to LCWSD for comments.

Planning - Robert Tefft - 803-416-9394
rtefft@lancastersc.net

Conditional

Review Comments:

1. General Note #20 mentions "public streets." Revise the note to remove "public."
2. Relocate the right-of-way dimension for each street so that it is within the right-of-way.
3. Relocate the street name for each street so that it is within the right-of-way.
4. The Index Sheet identifies Halman Road as a collector right-of-way, and Vale Street, Shiva Court, and Deer Court as local rights-of-way. However, the cross-section notes that it is applicable for all roads. Revise the cross-section to clarify that it is only for Halman Road, and provide additional cross-sections for the other rights-of-way as needed to accurately reflect the improvement proposed within those rights-of-way. Ensure that the rights-of-way are consistent with the standards established in UDO Section 4.4.1.1.
5. A portion of the subject parcel (between lots 41, 42, and 52) is not being incorporated into any proposed tract or lot.

Revise the preliminary plat to include this land into the adjacent lots as appropriate.

6. Revise the preliminary plat to provided for the required street trees pursuant to UDO Section 7.1.3.

LC School District - Bryan Vaughn - (803) 286-6972
Bryan.Vaughn@lcsdmail.net

No Review Done

Review Comments:

SCDOT - David Gamble - (803) 385-4280
GambleDD@scdot.org

Conditional

Review Comments:

This review is a general access location review only and does not include required driveway widths, radius returns, pavement design or any other details. A full review for compliance with the SCDOT ARMS manual will be conducted when the SCDOT permit is applied for.

Agenda Item Summary

Ordinance # / Resolution #: DA-2021-0528, Arbor Construction, LLC

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

See Staff Report for SD-2021-0528.

Points to Consider:

See Staff Report for SD-2021-0528.

Recommendation:

See Staff Report for SD-2021-0528.

ATTACHMENTS:

Description	Upload Date	Type
Ex 1: Development Agreement	11/9/2021	Exhibit

------(Space above this line for recording use)-----

STATE OF SOUTH CAROLINA) **DEVELOPMENT AGREEMENT**
)
COUNTY OF LANCASTER) **ARBOR MEADOWS**

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the _____ day of _____ 2021 (“Agreement Date”), by and between Arbor Meadows, LLC, a North Carolina limited liability company (“Developer”), and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 47.47 acres, more or less, located in the County and known as the Arbor Meadows development and more fully described in Section 1.04 of this Agreement (“Property”) and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel No. 0087-00-105.00, comprising the Property, be developed under the Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) District;

WHEREAS, Developer and County have determined that it is in the best interests of the County and Developer to enter into this Agreement to set forth the terms and conditions of the development in order to achieve a well-coordinated, planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development;

WHEREAS, the Developer desires to obtain from the County in connection with the development, and the County is willing to provide, assurances: (1) that the Property will remain zoned Medium Density Residential (MDR) District and fully entitled for development as further provided by this Agreement for the duration of this Agreement; (2) that upon receipt of its development and construction permits it may proceed with the planned development and construction; and (3) that the development rights will be vested for the duration of this Agreement;

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus

providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Agreement, the receipt and sufficiency of such consideration being acknowledged by the parties, and pursuant to the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the “Act”) and the Development Agreement Ordinance for Lancaster County, South Carolina (“Ordinance No. 663”), the parties to this Agreement, intending to be legally bound to a development agreement in accordance with the Act and Ordinance No. 663, agree as follows:

ARTICLE I

GENERAL

Section 1.01. Incorporation. The above recitals are incorporated in this Agreement as if the recitals were set out in this Agreement in its entirety. The findings contained in the Act are incorporated into this Agreement as if it were set out in this Agreement in its entirety.

Section 1.02. Definitions. (A) As used in this Agreement:

(1) “Act” means the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended.

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means _____ 2021.

(3) “Comprehensive Plan” means the master plan for the County and the official map adopted pursuant to S.C. Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020.

(4) “County” means the County of Lancaster, a body politic and corporate, a political subdivision of the State of South Carolina.

(5) “County Council” means the governing body of the County.

(6) “Developer” means Arbor Meadows, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

(7) “Development Rights” means the right of the Developer to develop all or part of the Property in accordance with this Agreement.

(8) “Laws and Land Development Regulations” means the County’s current applicable rules and regulations governing development of real property in force as of the Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-4 attached hereto and incorporated herein by reference.

(9) “Ordinance No. 663” means Ordinance No. 663 of the County which is cited as the Development Agreement Ordinance for Lancaster County, South Carolina.

(10) “Ordinance No. 2021-_____” means Ordinance No. 2021-_____ of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-1.

(11) “Parties” means County and Developer.

(12) “Property” means the land, and any improvements thereon, described in Section 1.04.

(13) “UDO” means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-3.

(B) Unless the context clearly indicates otherwise, terms not otherwise defined in this Agreement have the meanings set forth in the Act and Ordinance No. 663 or the UDO.

Section 1.03. Parties. The parties to this Agreement are County and Developer.

Section 1.04. Property. This Agreement applies to one parcel of land identified as Tax Map Nos, 0087-00-105.00, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property are currently zoned Medium Density Residential (MDR) District and thus no rezoning is anticipated as the Parties desire for the Property to remain zoned as Medium Density Residential and as further entitled as provided by the terms of this Agreement.

Section 1.06. Development Program.

(A) The UDO provides for the development uses on the Property, including population densities, building intensities and height.

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date, unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this

Agreement, the terms of the UDO control. The Development Program for the Property is set forth in Exhibit B.

Section 1.07. Development Schedule.

(A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

(B) County and Developer acknowledge that the development schedule is an estimate. The failure of the Developer to meet a commencement or completion date does not, in and of itself, constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The development schedule is a planning and forecasting tool only. County and Developer acknowledge that actual development is likely to take place at a different pace than set forth in the development schedule because of future market forces.

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if the Developer is able to demonstrate and establish that there is good cause to modify those dates. “Good cause” includes, but is not limited to, changes in market conditions.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to Council who shall forward copies of the proposed adjustment to each member of County Council. The proposed adjustment must be accompanied by an explanation and justification. The proposed adjustment is effective sixty (60) days from receipt by the Clerk to Council unless the County Council has disapproved the proposed adjustment by passage of a resolution to that effect within the sixty (60) day period.

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

(A) The Parties agree that the burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interests to the Parties to this Agreement.

(B) Except for the owners and lessees of completed residences on individual lots who are the end users and not developers thereof and the owners and lessees of individual lots, who are not developers and who intend to build a residence on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

(C) Developer acknowledges and agrees that it and its successors and assigns (i) are responsible for the development of the Property if and when Developer acquires title to and Development Rights for the Property, and (ii) if Developer develops the Property, Developer will develop the Property in accordance with the terms and conditions of this Agreement.

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates five (5) years thereafter.

Section 1.11. Required Information. Ordinance No. 663 requires a development agreement to include certain information. Exhibit D contains the required information or identifies where the information may be found in this Agreement. Exhibit D is incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

(A) The County has found that the development permitted by this Agreement is consistent with the County's Comprehensive Plan and UDO.

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-_____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-_____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately Forty-Two and 93/100 acres (42.93).

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property and thus has an equitable interest therein.

(C) Developer represents and warrants that the execution, delivery and performance by the respective individual or entity signing this Agreement on behalf of the party has been duly authorized and approved by all requisite action on the part of Developer.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, the UDO, and the Laws and Land Development Regulations defined in Section 3.01(B). The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-4 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with its zoning classification, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling, but only to the extent of specific and express modifications contained in this Agreement.

(E) The Developer acknowledges that performance financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval. Nothing in this section modifies the warranty requirements of Section 6.9.3 of the UDO or the performance requirements of Section 8.4.3.A.4 of the UDO.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as S.C. Code §§ 6-29-1510 to -1560, Code of Laws of South Carolina 1976, as amended, or the provisions of Ordinance No. 673, the County's ordinance relating to the Vested Rights Act. In addition, subject to the provisions of Section 3.03(A) of this Agreement, all rights and prerogatives accorded Developer by this Agreement shall immediately also constitute vested rights for the development of the Property including vested rights pursuant to the Vested Rights Act and the provisions of Ordinance No. 673, for the term of this Agreement and the maximum period for vesting rights under the Vesting Rights Act. Section 3.03(A) of this Agreement does not abrogate any rights either preserved by S.C. Code § 6-31-140, Ordinance No. 663, Ordinance No. 673, the UDO, or that may have vested pursuant to common law and otherwise in the absence of a development agreement.

Section 3.03. Applicability of Subsequently Adopted Laws and Land Development Regulations.

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E4, except as expressly provided otherwise in this Agreement.

Subject to the provisions of S.C. Code § 6-31-140, the County shall not apply subsequently adopted laws or regulations to the Property or the Project unless the County has held a public hearing and has determined: (1) the proposed subsequent laws or regulations are not in conflict with the Current Laws and Land Development Regulations governing the Agreement and do not prevent the development of the Property set forth in this Agreement; (2) the proposed subsequent laws or land development regulations are essential to the public health, safety, or welfare and the proposed subsequent laws or land development regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent laws or land development regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by Developer.

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, and gas codes adopted by County Council after the Agreement Date and in force at the time plans for buildings are submitted to the County for review. Nothing in this Agreement is intended to supersede or contravene the requirements of any storm water, building, housing, electrical, plumbing, or gas code adopted by County Council.

Section 3.04. Development Permits.

(A) Developer agrees to obtain all local development permits for the development of the Property. Local development permits, approvals and processes, some of which may have been obtained or complied with as of the Agreement Date, include, but are not limited to:

- (1) Site plan or preliminary plan approval;
- (2) Civil plan approval;
- (3) Final plat approval;
- (4) Zoning permits;
- (5) Building permits; and
- (6) Sign permits.

(B) The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

Section 3.05. Transfer of Development Rights.

(A) Developer may, at its sole discretion, transfer its Development Rights to other developers. The transferring Developer must give notice to the County of the transfer of any Development Rights. The notice to the County must include the identity and address of the transferring Developer, the identity and address of the acquiring Developer, the acquiring Developer's contact person, the location and number of acres of the Property associated with the transfer and the number of residential units or commercial acreage subject to the transfer. Any Developer acquiring Development Rights is required to file with the County an acknowledgment of this Agreement and the transfer of Development Rights is effective only when the County receives a commitment from the acquiring Developer to be bound by it. In the event of the sale, transfer, or other conveyance of all or a portion of the Property and compliance with the conditions set forth herein, Developer shall be released from any further obligations with respect to this Agreement as to the portion of the Property so transferred, and the transferee shall be considered as substituted as Developer under the Agreement as to the portion of the Property so transferred.

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such

mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs. On July 29, 2021, the County passed ordinances implementing development impact fees on each emergency medical services, law enforcement, fire and parks & recreation. On September 13, 2021, the County passed an ordinance implementing school impact fees. All of these impact fees were imposed on the Panhandle Region of Lancaster County as further described in the implementing impact fee ordinances. The Property is outside the Panhandle Region and thus not subject to these impact fees.

Section 4.01A. Facilities for Development. Subject to compliance with applicable laws, all provisions of this Agreement and prior approval of construction plans by the County or other applicable governmental entity, Developer, at its cost and expense, shall install the requisite infrastructure, including transportation, water, and sanitary sewer infrastructure, for its Development of the Property, pursuant to Section 4.04 below and the Development Program set forth on Exhibit B as such Development proceeds pursuant to Exhibit C. Notwithstanding any provision herein to the contrary, Developer hereby assures the County that adequate infrastructure shall be available concurrent with the impacts of Development of the Property.

Section 4.01B. Payment for School District. Developer will pay County Five Hundred and No/100 Dollars (\$500.00) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01C. Funds for Public Safety. Developer agrees to pay County One Thousand (\$1,000.00) Dollars per housing unit which shall be paid when a building permit is issued (the “Public Safety Payment”). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, emergency medical services, and parks and recreation in Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively “Developer Fees”) shall be adjusted annually to reflect the effects

of inflation on the costs for facilities and services set forth herein. The fee amounts shall be adjusted using the Construction Cost Index calculated by the publication, Engineering News-Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The fee adjustment becomes effective on July 1 of each year. If July 1 falls on a weekend, the fee adjustment will become effective on the next business day thereafter.

Section 4.01E. Credit for Fees. In the event that the County approves or passes any future ordinance(s) (collectively, “Future Impact Fee Ordinance(s)”) imposing or assessing impact fees of generally applicability to property development within the County or areas including the Property and which Future Impact Fees are to be used or applied for the same purpose(s) for which the Developer Fees have been designated (collectively, “Future Impact Fees”) and if the Future Impact Fees apply to the Developer’s development of the Property, the Developer shall receive a credit toward such Future Impact Fees in the amount(s) equal to the Developer Fees which the Developer has paid or is obligated to pay pursuant to Sections 4.01B and 4.01C.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____, 202_, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

(A) Nothing in this Agreement shall be construed as relieving Developer from the payment of any fees or charges in effect at the time of collection as may be assessed by entities other than the County.

(B) Developer is subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to the County’s costs of processing applications, issuing development permits, reviewing plans, conducting inspections or similar type processing costs.

Section 4.04. Infrastructure and Services.

The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and not by the County. For clarification, the Parties make specific note of and acknowledge the following:

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department

of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer (if not already prepared at time of Agreement). Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer subject to the cap set forth in Section 4.02. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer.

(B) Potable Water, Sewage Treatment and Disposal. Potable water, sewage treatment and disposal will all be supplied to the Property by the Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water and sewer service infrastructure within the Property and the water and sewer service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water or sewer service or water and sewer service infrastructure to or within the Property. The water and sewer service infrastructure is expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer acknowledges that County has no authority or responsibility for providing potable water services or sewer services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development of the Property and such infrastructure will be maintained by Developer or a homeowners' association. County is not responsible for any construction, maintenance or costs associated with

the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

(D) Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as is provided to other residents and businesses within the County. It is understood and acknowledged that the County does not presently provide solid waste collection or disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(E) Fire Services. The Property is in the Elgin Fire & Rescue service area and fire services will be provided by Elgin Fire & Rescue, or its successor entities. Developer acknowledges that Elgin Fire & Rescue provides services using volunteers.

(F) School Services. Public school services are now provided by the Lancaster County School District. Developer acknowledges that County has no authority or responsibility for providing public school services in the County.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, election, demand, request or other communication to be provided under this Agreement shall be in writing and shall be effective (i) when delivered to the party named below, (ii) when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or (iii) when deposited in Federal Express (or any other reputable national “next day” delivery service) addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

To the County: County of Lancaster
 Attn: County Administrator
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

With a Copy to: County of Lancaster
 Attn: County Attorney
 101 N. Main St. (29720)
 P.O. Box 1809 (29721)
 Lancaster, SC

And to Developer: Arbor Meadows, LLC
Attn: Brian J. Macuga, Sr.
4119-I Rose Lake Drive
Charlotte, NC 28217

With a Copy to: Spencer & Spencer
Attn: Paul Dillingham
226 East Main Street, Suite 200
P.O. Box 790
Rock Hill, SC 29731

Section 5.02. Amendments.

(A) This Agreement may be amended or cancelled by mutual consent of the Parties to the Agreement or by their successors in interest. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Agreement Date shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom the change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

(B) An amendment to this Agreement with the exceptions identified on Exhibit B must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement. Any amendment to this Agreement other than as set forth on Exhibit B constitutes a major modification and the major modification may occur only after public notice and a public hearing by the County Council.

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

(D) Anything to the contrary contained herein notwithstanding, in the event Developer or its successors or assigns elects not to or otherwise does not acquire the Property at any time, Developer may so notify the County in writing and upon such notification and written request by Developer to terminate this Agreement, this Agreement shall terminate and Developer shall not be considered in breach of this Agreement and the parties shall have no further obligations to one another.

Section 5.03. Periodic Review. At least every twelve (12) months, the Development Services Director for the County or the designee of the Development Services Director for the County, must review compliance with this Agreement by the Developer. At the time of review the Developer must demonstrate good faith compliance with the terms of the Agreement.

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Development Services Director for the County, or their designee, finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Development Services Director for the County shall serve notice in writing, within a reasonable time after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement as provided in this section, the County Council must first give the Developer the opportunity (i) to rebut the finding and determination, or (ii) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

Section 5.05. Enforcement. The Parties shall each have the right to enforce the terms, provisions and conditions of this Agreement, if not cured within the applicable cure period, by any remedy available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with enforcement.

Section 5.06. No Third Party Beneficiary. The provisions of this Agreement may be enforced only by the Parties. No other persons shall have any rights hereunder.

Section 5.07. Recording of Agreement. The Parties agree that Developer shall record this Agreement with the County Register of Deeds within fourteen (14) days of the date of execution of this Agreement.

Section 5.08. Administration of Agreement. County is the only local government that is a party to this Agreement and the County is responsible for the Agreement's administration.

Section 5.09. Effect of Annexation and Incorporation. The Parties agree that this Agreement remains in effect if the Property is, in whole or in part, included in a newly-incorporated municipality or is annexed into a municipality. The Parties acknowledge that upon incorporation or annexation the application and duration of this Agreement is controlled by Section 6-31-110 of the Act. County reserves the right to enter into an agreement with the newly-incorporated municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (i) that this Agreement is in full force and effect, (ii) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (iii) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation

under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (iv) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Section 5.11. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings among the Parties relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among the Parties relative to the matters addressed in this Agreement other than as set forth or as referred to in this Agreement.

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

Section 5.13. Construction of Agreement. The Parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

Section 5.14. Assignment. The rights, obligations, duties and responsibilities devolved by this Agreement on or to the Developer are assignable to any other person, firm, corporation or entity except that the assignment must conform to the requirements of Section 1.09 and Section 3.05. This Agreement shall also be binding on the County and all future County Councils for the duration of this Agreement, even if the County Council members change.

Section 5.15. Governing Law; Jurisdiction; and Venue.

(A) This Agreement is governed by the laws of the State of South Carolina.

(B) The Parties agree that the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (6th) Judicial Circuit of the State of South Carolina.

Section 5.16. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Section 5.17. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

Section 5.18. Severability. If any provision in this Agreement or the application of any provision of this Agreement is held invalid, the invalidity shall apply only to the invalid provision, and the remaining provisions of this Agreement, and the application of this Agreement or any other provision of this Agreement, shall remain in full force and effect. However, if the invalid provision would prevent or materially impair Developer's right or ability to complete performance of this Agreement, the Parties agree to use their best efforts to renegotiate that provision in order for Developer to complete performance of this Agreement.

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., October 29, 2022, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A-1 and shown on Exhibit A-2. The agreements contained herein shall be deemed to run with the land.

(B) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

(C) Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions with respect to the matters set forth herein. All prior negotiations and representations are superseded and merged herein.

SIGNATURES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below found.

WITNESSES:

DEVELOPER:

Arbor Meadows, LLC,
A North Carolina limited liability company

By: _____
Name: Brian J. Macuga
Title: Member
Date: _____

By: _____
Name: Jeff Jernigan
Title: Vice President
Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG) ACKNOWLEDGMENT

I, _____, a Notary Public for the State of North Carolina, do hereby certify that Arbor Meadows, LLC, by its authorized signatories personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ____day of _____ 2021.

Notary Public for State of _____
My commission expires: _____
Print Name: _____

(SEAL)

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 1

All that certain lot or parcel of land situate, lying, and being in Lancaster County, South Carolina, and more particularly described as follows: fronting and north of Pineview Drive (S•29-521), being shown, described and designated as Tract A containing 44.79 acres on plat of survey entitled “Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC” prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina as Plat No. 2007-824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Grace Contractors, Inc. dated July 12, 2007 in Deed Book 410, Page 22 in the Register of Deeds Office, Lancaster County, South Carolina.

PARCEL 2:

All those certain pieces, parcels or lots of land, lying, being and situate in Lancaster County, South Carolina, and more particularly described as follows: located on the north side of Pineview Drive, being shown, described and designated as Lots B, C, D, E, F, G, and H on plat of survey entitled “Plat of Boundary Survey for Palmetto Pointe of Lancaster County, LLC” prepared by Enfinger & Associates, PLS, dated June 5, 2007 and recorded in the Register of Deeds Office, Lancaster County, South Carolina in Plat Book 2007, Page 824, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Palmetto Pointe Development of Lancaster County, LLC by Deed of Richard R. Weisner, Jr., Melanie W. Brown, and Melissa W. Roach, dated April 23, 2018 and recorded April 23, 2018 in Deed Book 1134, page 1 in the Register of Deeds Office, Lancaster County, South Carolina.

Exhibit A-2

Plat

Exhibit B

Development Program

1. *Conceptual Site Plan*: The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property will be located in the Medium Density Residential (MDR) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district. Further, the Property will be developed under the Cluster Subdivision Overlay provisions of the UDO.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements*: The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation*:
 - a. Offsite Improvements:
 - i. Traffic Impact Analysis (TIA): Provided by Developer dated March 10, 2021.
 - ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required offsite improvements at this time.
 - b. Onsite Improvements:
 - i. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required onsite improvements at this time.
 - ii. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
 - iii. *Traffic Calming*: None required
 - iv. *Walkway Connections*: Developer shall install a pedestrian walkway connecting the Property to Pineview Drive, depicted in Exhibit A-2.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties, as required, and will install a sanitary sewer trunk line on the Property to connect to serve the Property via the existing sewer line outfall which flows to the Turkey Creek Pump Station, which trunk line will be dedicated to the Lancaster County Water and Sewer District.
8. *Modification of Development Program*: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.
 - a. *Minor Modifications*: “Minor Modifications” are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.
 - b. *Moderate Modifications*: “Moderate Modifications” are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
 - c. *Major Modifications*: “Major Modifications” are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1
Conceptual Site Plan
[Attached]

Exhibit C

Development Schedule

<u>Years</u>	<u>Residential</u>
1	46 units
2	46 units
Total	92 units

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to 92 residential units.

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Exhibit D

Required Information

The Act and Ordinance No. 663 require a development agreement to include certain information. The following information is provided in conformance with the Act and Ordinance No. 663.

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, Arbor Land Holdings, LLC a North Carolina limited liability company, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

(B) *the duration of the agreement which must comply with Code Section 6-31-40.* See Section 1.10.

(C) *a representation by the developer of the number of acres of highland contained in the property subject to the agreement.* See Section 2.02.

(D) *the then current zoning of the property and a statement, if applicable, of any proposed rezoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County’s comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens. See Article IV.*

(K) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(L) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*

(M) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(N) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Sections 3.01, 3.03 and Exhibits E and E-1 – E-5.*

(O) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(P) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*

(Q) *a provision that the agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest. See Section 5.02.*

(R) *a provision that if the amendment constitutes a major modification of the agreement, the major modification may occur only after public notice and a public hearing by the council, provided that, for purposes of this item, a “major modification” means: (i) significant changes to the development scheduled time-frames set forth in the agreement; (ii) density modifications; (iii) land use changes; (iv) any major miscalculations of infrastructure or facility needs which create demand deficiencies; or (v) any significant deviation from the development as contained in the agreement. See Section 5.02.*

(S) *a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council if the developer is able to demonstrate and establish that there is good cause to modify those dates. See Sections 1.07 and 5.02.*

(T) *a provision that the agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the agreement is entered into which prevents or precludes compliance with one or more of the provisions of the agreement. See Section 5.02*

(U) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(V) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*

(W) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.*

(X) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

(Y) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09, Section 3.05 and Section 5.14.*

(Z) *a traffic impact analysis prepared in accordance with UDO Chapter 6.8 and SCDOT standards. See Section 4.04.*

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021-_____, approving this Development Agreement attached hereto as Exhibit E-1.
2. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-2.
3. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-3.
4. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
5. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.
6. ***impact fees

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Exhibit E-1

Ordinance No. 2021-_____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-2

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-3

The UDO

[The UDO, updated to the effective date of the Ordinance 2021-_____, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-4

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-1921, Panhandle Partners

Contact Person / Sponsor: A. Davis

Department: Planning

Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

The applicant has requested to rezone an approximately 9.6-acre parcel zoned both Low Density Residential (LDR) and Neighborhood Business (NB) Districts to Regional Business (RB) District. The applicant has indicated that the rezoning would facilitate a self-storage facility. A concept plan has been provided by the applicant (see Exhibit 3). This parcel is within the area encompassed by the recently adopted Small Area Plan Extension.

Points to Consider:

Given the existing surroundings, size of the proposed development, and proposed future use of this parcel the General Business (GB) District may be more fitting of this parcel at this time. The Highway Corridor Overlay District standards would apply to this parcel regardless of zoning district. Both the RB and GB districts are subject to the same setbacks.

The proposed use (self-storage) is permitted with review in both the GB and RB districts. Taking in to account the existing condition of surrounding properties, existing zoning in the area, and the proposed use of this property staff feels that General Business (GB) may be better suited for this site in particular.

Given that the rezoning is not part of a larger development, and the concept plan and justification statement fail to implement the larger goals and objectives of the SAPE, this rezoning is not consistent with the Small Area Plan Extension

Recommendation:

Given the existing conditions in the surrounding area staff believes the General Business (GB) district may be better suited for this parcel as it stands currently than the proposed Regional Business (RB) district. That said, the incompatibility of the needs of the proposed use and the goals and objectives of the Southern Panhandle Small Area Plan Extension leads staff to recommend **denial** of the proposed rezoning.

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	11/9/2021	Planning Staff Report
Exhibit 1: Application	11/9/2021	Exhibit
Exhibit 2: Zoning Map	11/3/2021	Exhibit
Exhibit 3: Concept Plan	11/3/2021	Exhibit
Exhibit 4: Justification	11/9/2021	Exhibit
Exhibit 5: Use Table	11/9/2021	Exhibit

PROPOSAL:	Request to rezone approximately 9.6 acres from Low Density Residential (LDR) and Neighborhood Business (NB) Districts to Regional Business (RB) District.
PROPERTY LOCATION:	Charlotte Highway (TM# 0016-00-047.00)
CURRENT DISTRICT:	Low Density Residential (LDR) and Neighborhood Business (NB) Districts
PROPOSED DISTRICT:	Regional Business (RB) District
APPLICANT:	Panhandle Partners LLC
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone an approximately 9.6-acre parcel zoned both Low Density Residential (LDR) and Neighborhood Business (NB) Districts to Regional Business (RB) District. The applicant has indicated that the rezoning would facilitate a self-storage facility. A concept plan has been provided by the applicant (see Exhibit 3).

Site Information

The subject parcel is located immediately south of Southern Paws Animal Hospital between Charlotte Highway and Charles Pettus Road, and is within the *Southern Panhandle Small Area Plan Extension*. The subject parcel is presently vacant.

Non-Conformance Status

This parcel is currently considered non-conforming as there are presently two zoning districts on this parcel. In early 2019, 4.5 acres of this 9.6 acre tract was rezoned from LDR to NB (RZ-019-014). While this rezoning was approved and a plat reflecting the subdivision of the parcel was recorded a new deed was never received reflecting the change in parcel, therefore, the parcel was never subdivided on the County Tax Maps.

Summary of Adjacent Zoning and Uses

The majority of the surrounding area is zoned LDR with a small amount of NB to the north and south. Further to the north-northwest are several parcels zoned either General Business (GB) District or RB District.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	NB	Southern Paws Animal Hospital
South	Lancaster County	LDR; NB	Single-Family Residential; Vacant
East	Lancaster County	LDR	Single-Family Residential
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

Pursuant to UDO Section 2.3, the current LDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

Pursuant to UDO Section 2.3, the current NB District *is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.*

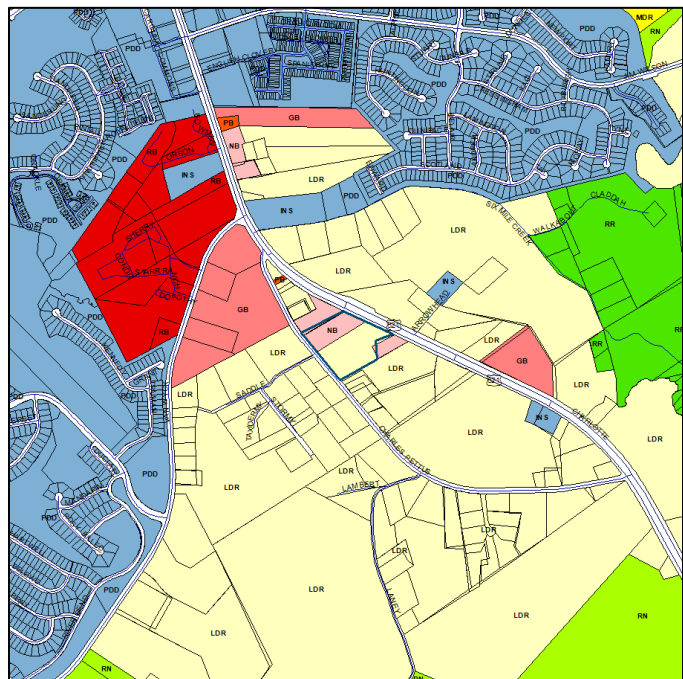
UDO Section 2.3 describes that the requested Regional Business (RB) District *is generally located on the major thoroughfares in the community and provides opportunities for the provision of offices, services, and retail goods to meet the surrounding region. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns.*

Compatibility with Surrounding Area

The subject parcel is surrounded by other parcels zoned LDR or NB District. The requested RB District is intended to accommodate the predominately auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns.

While the subject parcel is immediately adjacent to low density residential uses, they are located in an area which was given a recommended Future Land Use of "Commercial" in the recently adopted Small Area Plan Extension.

Given, the proximity of the subject parcel to existing commercial uses and the recommended future land use of Commercial, planning staff is not opposed to a rezoning of this parcel to a commercial district.



That said, given the existing surroundings, size of the proposed development, and proposed future use of this parcel the General Business (GB) District may be more fitting of this parcel at this time. The Highway Corridor Overlay District standards would apply to this parcel regardless of zoning district. Both the RB and GB districts are subject to the same setbacks.

A key development difference in these two districts is the allowed maximum height (50' in RB, 3 stories or 35' in GB). There are also a number of uses allowed in RB district which are not allowed in the GB district; some of those uses include multi-family housing, personal services-restricted (check-cashing services and tattooing, piercing, hookah facilities, and similar services), pool halls, distilleries, night clubs, and wholesale or distribution uses (see exhibit 5).

The proposed use (self-storage) is permitted with review in both the GB and RB districts. Taking in to account the existing condition of surrounding properties, existing zoning in the area, and the proposed use of this property staff feels that General Business (GB) may be better suited for this site in particular.

RELATIONSHIP TO PUBLIC PLANS

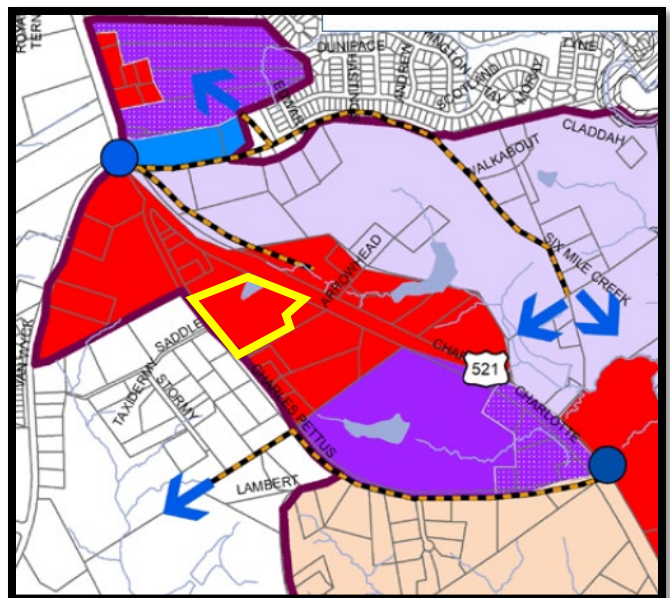
Lancaster County Southern Panhandle Small Area Plan Extension

The recently adopted Southern Panhandle Small Area Plan establishes the Recommended Future Land Use Category of the subject parcel as Commercial.

The Small Area Plan Extension (SAPE) defines Commercial as “Opportunities for shopping, professional services, and entertainment. *These areas do not typically allow auto-oriented developments.*”

The plan also list a long-term goal as “focus(ing) long-term economic development at the northernmost portion of the project boundary and also near the intersection of US-521 and the southern segment of Charles Pettus Road”.

Further, the plan states “It shall be a priority to support development of larger master planned sites that are served by public water and sewer and utilize shared/consolidated driveways along the US-521 Corridor within the non-residential and mixed-use portions of the study area.”



That said, the SAPE acknowledges that there will be instances when it is impractical or undesirable to have parcels develop as a master planned project in which case the plan establishes the following criteria:

Non-residential or mixed-use rezoning requests along the US-521 Corridor that are not part of a larger master planned project should include a justification statement with an associated concept plan indicating the rationale for the smaller rezoning area and how the rezoning and/or future development project will implement the objectives of the Southern Panhandle Small Area Plan Extension. Such objectives may include, but are not limited to: *accessing or extending public water and sewer infrastructure and utilizing or creating shared/cross access ways (Emphasis added).*

While the applicants have provided a concept plan and justification statement (see exhibits 3 and 4) they fail to address how the key objectives of the Small Area Plan Extension will be implemented.

Generally, it seems that the needs specific to this use are in direct conflict with the objectives of the Small Area Plan Extension. The nature of this use requires security measures which limit access while the SAPE objectives highlight cross access. Given that the proposed development is auto-oriented which is specifically discouraged in the definition for commercial within the SAPE, the rezoning is not part of a larger development, and the concept plan and justification statement fail to implement the larger goals and objectives of the SAPE, this rezoning is not consistent with the Small Area Plan Extension.

Transportation

Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). Using the ITE Trip generation rate for self-storage (0.17 per 1,000 sq.ft.) the 115,000 square feet of proposed self-storage would generate 19.55 peak hour trips. Therefore, it is not anticipated that the proposed use would meet the required threshold for a TIA. As such, none has been provided.

Public Utilities

The Lancaster County Water and Sewer District (LSWSD) has reviewed the proposed rezoning, and had no comments or concerns as to the ability to provide adequate water, however, there is currently no sewer access to the property.

PHOTOS OF PROJECT AREA:



Aerial of parcel from 521



Looking South along 521



Summary:

Given the existing conditions in the surrounding area staff believes the General Business (GB) district may be better suited for this parcel as it stands currently than the proposed Regional Business (RB) district. That said, the incompatibility of the needs of the proposed use and the goals and objectives of the Southern Panhandle Small Area Plan Extension lead staff to recommend denial of the proposed rezoning.

STAFF RECOMMENDATION:

Staff recommends **denial** of the request to rezone approximately 9.6 acres (TM# 0016-00-047.00) from Low Density Residential (LDR) and Neighborhood Business (NB) Districts to Regional Business (RB) District, subject to the following findings of fact:

1. That the subject application involves parcel TM# 0016-00-047.00;
 2. That the subject parcel is currently zoned both LDR District and NB District, and is proposed to be rezoned RB District;
 3. That the subject parcel has a Recommended Future Land Use of Commercial;
 4. That the proposed RB District is relatively inconsistent with the surrounding area; and
 5. That the proposed rezoning is not consistent with the adopted *Southern Panhandle Small Area Plan Extension*.
-

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Concept plan
4. Justification Statement
5. Use Table

STAFF CONTACT:

Ashley Davis, Senior Planner
adavis@lancastersc.net | 803-416-9433

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 W. side of Charlotte Hwy approximately 1000 ft. S. of Charlotte Petrus Rd.
City Lancaster State SC Zip 29720 Tax Parcel ID 0016-00-047.00
Current Zoning Low Density Res. Current Use Vacant land
Proposed Zoning Regional Business Total Acres 9.609
Project Description Approximately 90000 s.f. of climate and non-climate self storage space along with RV storage

Surrounding Property Description N. side of Property - mostly vacant land with a veterinary clinic adjoining property. West Side - single family on large lots South side - residential on small forms - East side - residential on large tracts of land.

CONTACT INFORMATION

Applicant Name Ponhandle Partners LLC
Address 12806 Westmoreland Farm Rd.
City Davidson State NC Zip 28036 Phone 704-651-7704
Fax 704-375-1109 Email sg@ piedmont properties.com
Property Owner Name Johnny Helms
Address 2507 Waxhaw Marvin Road
City Waxhaw State NC Zip 28173 Phone 704-843-2322
Fax _____ Email johnny.helms@yahoo.com

* Map of adjoining parcels and their corresponding tax ID's are attached

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

Date

Property Owner(s)

Date

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

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.

NORTH CAROLINA NOTARY ACKNOWLEDGEMENT
(INDIVIDUAL)

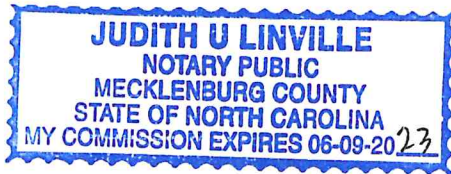
State of North Carolina }

County of Mecklenburg

I, Judith U. Linville, Notary Public, do hereby certify that Julie Lanford as Agent for Johnny Helms [Name of Individual(s) Whose Acknowledgment is Being Taken] personally appeared before me this day and acknowledged the due execution of the foregoing instrument. AS Agent for Johnny Helms

Witness my hand and official seal this 6 day of August, 2022.

(Official Seal)

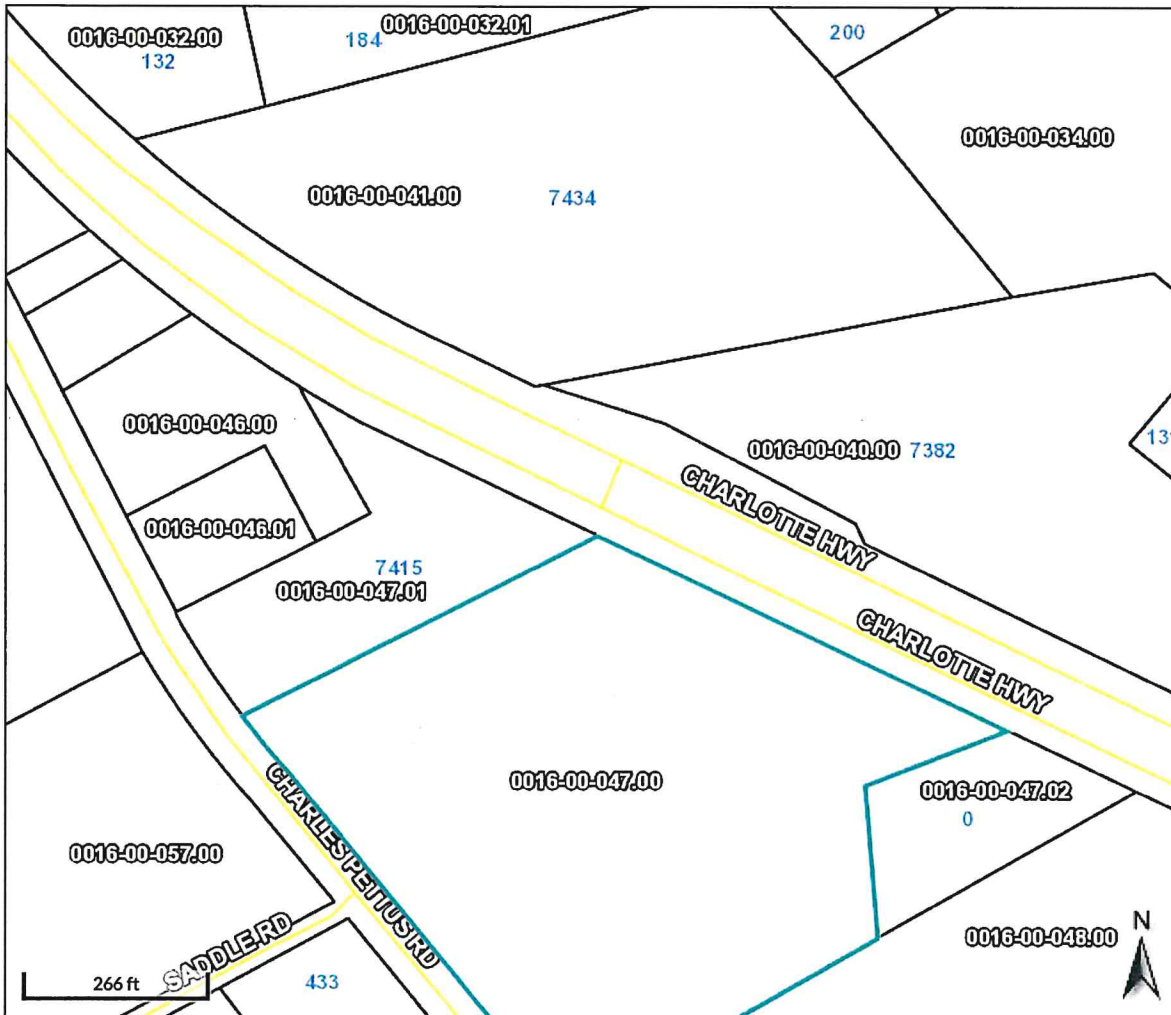


Judith U. Linville
Official Signature of Notary
Judith U. Linville

Notary's Printed or Typed Name

Notary Public

My Commission Expires: 6-9-2023



Overview



Legend

- Parcels
- Roads
- Railroad

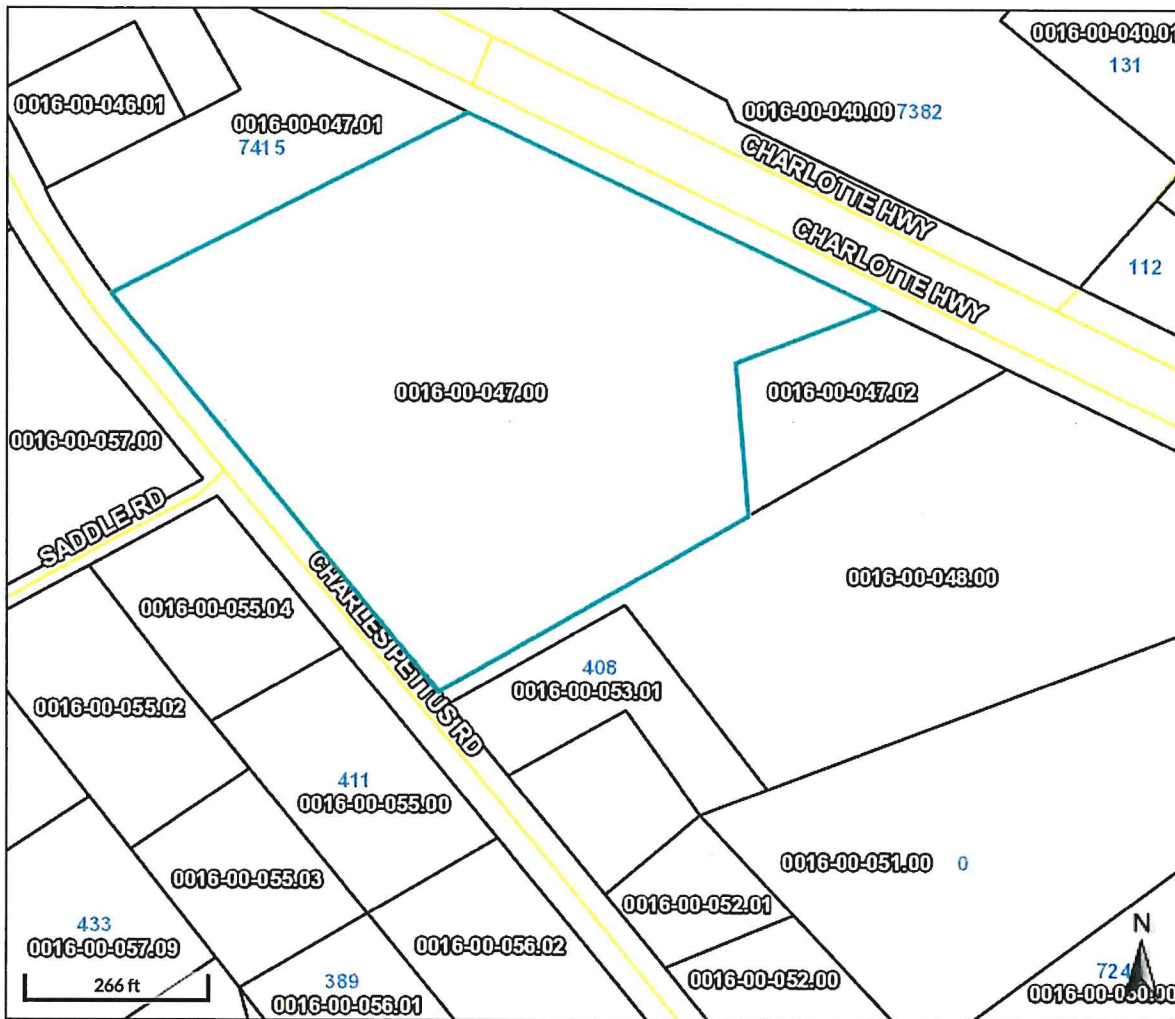
Parcel ID	0016-00-047.00	Owner	HELMS JOHNNY ELBERT	Last 2 Sales				
Class Code	Qualified		2507 WAXHAW MARVIN	Date	Price	Reason	Qual	
	Agricultural		ROAD	10/9/1992	\$5	FAMILY	Q	
Taxing	County		WAXHAW, NC 28173			SALE		
District	Lancaster	Physical Address	CHARLOTTE HWY	n/a	0	n/a	n/a	
Land Size	9.61	Assessed Value	Value \$47					

(Note: Not to be used on legal documents)

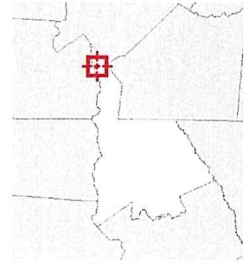
Date created: 8/6/2021

Last Data Uploaded: 8/6/2021 4:43:29 AM

Developed by  **Schneider**
GEOSPATIAL



Overview



Legend

- Parcels
- Roads
- Railroad

Parcel ID	0016-00-047.00	Owner	HELMS JOHNNY ELBERT	Last 2 Sales			
Class Code	Qualified		2507 WAXHAW MARVIN	Date	Price	Reason	Qual
	Agricultural		ROAD	10/9/1992	\$5	FAMILY	Q
Taxing	County		WAXHAW, NC 28173			SALE	
District	Lancaster	Physical	CHARLOTTE HWY	n/a	0	n/a	n/a
Land Size	9.61	Address					
	CROP/TIMBER	Assessed Value	Value \$47				

(Note: Not to be used on legal documents)

Date created: 8/6/2021

Last Data Uploaded: 8/6/2021 4:43:29 AM

Developed by  Schneider
GEOSPATIAL

2021/1921

6662

TITLE TO REAL ESTATE
The R. L. Bryan Company, Columbia, S. C.

Form 14
(Revised 4-1-85)

State of South Carolina,
COUNTY OF LANCASTER.

BOOK Z-10 PAGE 25

Know All Men by These Presents, That I, Timothy Coy Helms,
(hereinafter whether singular or plural the "Grantor")

in the State aforesaid, for and in consideration of the
sum of Five and NO/100 (\$5.00)-----Dollars
Love and Affection
to the Grantor paid by Johnny Elbert Helms (hereinafter
whether singular or plural the "Grantee") has granted, bargained, sold and released, and by these presents does grant,
bargain, sell and release unto the said Grantee the following described property.

All that piece, parcel or lot of land lying, being and situate in
Indian Land Township, Lancaster County, South Carolina, fronting on
U.S. Highway 521 near intersection of the Old Charlotte Road, and
containing 16.39 acres, more or less, and being bounded on the West
by Old Charlotte Road, North by Odell Ashley, East by U.S. Highway
521, and on the South by R. M. Wilson, and being more particularly
described on plat of James Baker, Surveyor, dated January 5, 1955,
and recorded in the Office of the Clerk of Court for Lancaster County,
South Carolina, in Plat Book 7 at Page 176.

Being the identical property conveyed Timothy Coy Helms by deed dated
January 3, 1985, and recorded in said Office in Deed Book F-6, at
Page 1190.

Grantee's Address:

2507 Waxhaw Marvin Road
Waxhaw, NC 28173

RECORDED
10-18-92
16-47

FILED
OFFICE OF CLERK
OF COURT
OCT 15 10 34 AM '92
LANCASTER COUNTY, S.C.

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2-10-1 23

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee,
his

Heirs and Assigns forever.

And the Grantor does hereby bind himself and his Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and the Grantee's Heirs and Assigns, against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS the Hand and Seal of the Grantor this 9th day of October
in the year of our Lord one thousand nine hundred and ninety two
and in the two hundredth and seventeenth year of the Sovereignty
and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Richard J. Lee
Sara S. Inos

Timothy Coy Helms (SEAL)
TIMOTHY COY HELMS (SEAL)

STATE OF SOUTH CAROLINA. }
LANCASTER COUNTY. }

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Grantor sign, seal and, as the Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he, with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this 9th

day of October, 19 92
Sara S. Inos (L.S.)
Notary Public of S. C.
My Commission Expires: 8/14/99

Richard J. Lee
Witness

THIS PLAT DOES NOT CREATE ANY NEW LOTS, EASEMENTS, RIGHT-OF-WAYS OR PROPERTY LINES.

THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIVE COVENANTS OF RECORD.

THIS PROPERTY IS ZONED LDR (LOW DENSITY RESIDENTIAL)

FRONT SETBACK 40'
SECONDARY STREET 20'
SIDE SETBACK 20'
REAR SETBACK 25'

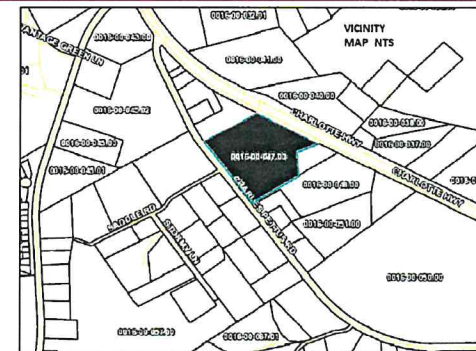
FOC= FACE OF CURB
BOC= BACK OF CURB
FO= FIBER OPTIC
WL= 12" WATER LINE
T= TEL CABLE
G= GAS LINE
E= OVERHEAD ELEC
CP= CONTROL POINTS
WV= WATER VALVE

I, Robert F. Akers, Jr., a Professional Land Surveyor in South Carolina, certify that this project was completed under my supervision from an actual photogrammetric survey made under my supervision: that this photogrammetric survey was performed to meet Federal Geographic Data Committee (FGDC) Standards for a final map scale of 1" = 50' and a contour interval of one foot using imagery with a pixel resolution of 0.10' and a LiDAR acquisition rate of 30 points per meter as acquired with our Microdrones 4-3000; the date of survey was June 24, 2021 and survey completed July 1, 2021. Lines may not meet FGDC Standards due to obscured ground and that all coordinates and elevations shown are based on South Carolina Grid Coordinates, as supplied by Isley Surveying.

Robert F. Akers, Jr., PLS 13158
Isley Surveying Services, Inc.
1001 Leland Road - Suite 1
Charleston, SC 29407

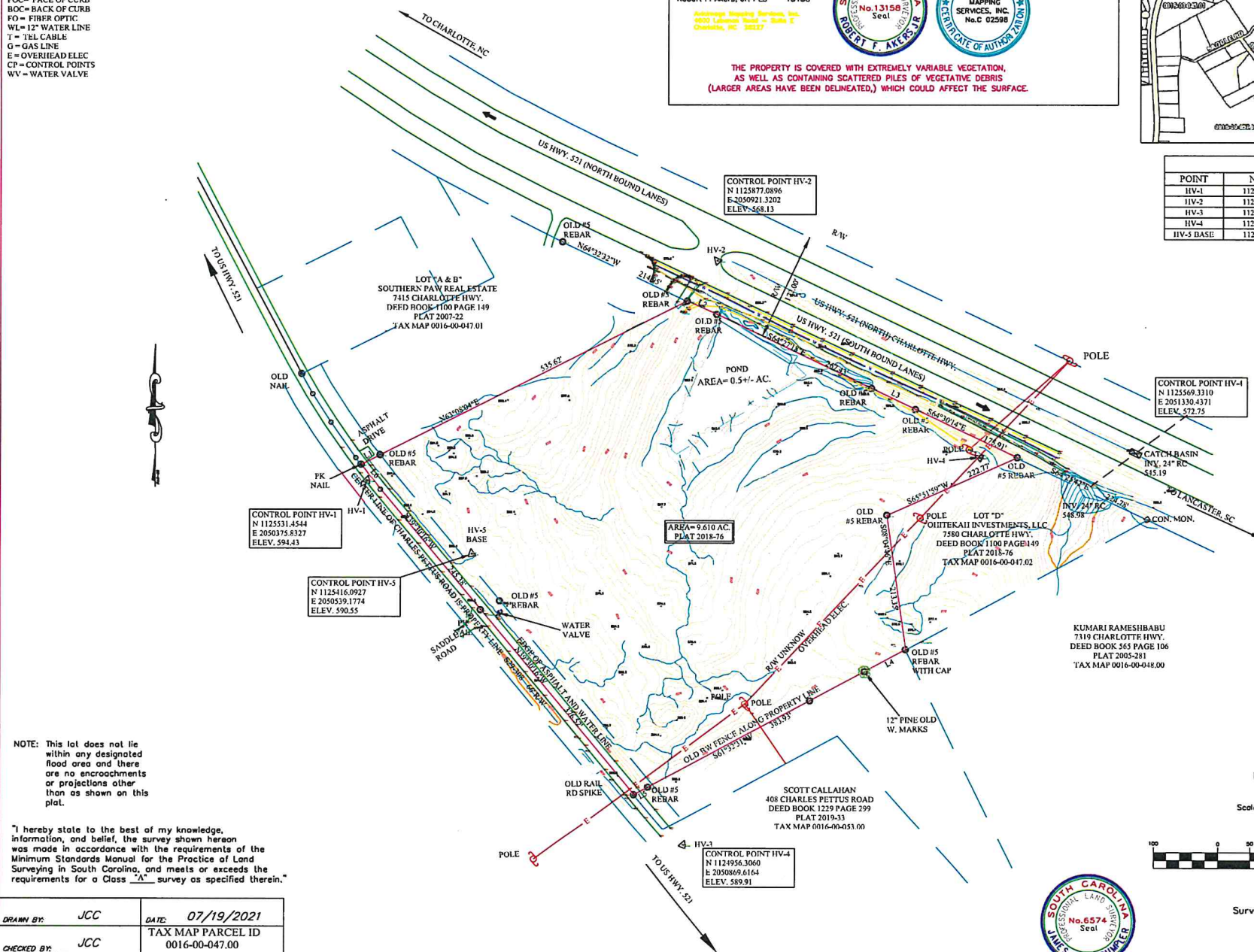


THE PROPERTY IS COVERED WITH EXTREMELY VARIABLE VEGETATION, AS WELL AS CONTAINING SCATTERED PILES OF VEGETATIVE DEBRIS (LARGER AREAS HAVE BEEN DELINEATED), WHICH COULD AFFECT THE SURFACE.



CONTROL POINTS			
POINT	NORTH	EAST	ELEV
HPV-1	1125531.4544	2050375.8327	594.43
HPV-2	1125877.0896	2050921.3202	568.13
HPV-3	1124956.3060	2050869.6164	589.91
HPV-4	1125569.3310	2051330.4371	572.75
HPV-5 BASE	1125416.0391	2050539.1894	590.54

LINE TABLE		
LINE	LENGTH	BEARING
L1	33.22	N62°47'21"E
L2	51.12	S65°13'59"E
L3	76.04	S61°28'59"E
L4	72.86	S61°38'03"W
L5	24.74	S61°32'31"W
L6	49.72	N37°36'45"W



NOTE: This lot does not lie within any designated flood area and there are no encroachments or projections other than as shown on this plat.

"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 Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class 'A' survey as specified therein."

DRAWN BY:	JCC	DATE:	07/19/2021
CHECKED BY:	JCC	TAX MAP PARCEL ID	0016-00-047.00
JOB NO.:	21-06-13	SHEET	1 OF 1

Plat Of Property Of
Steve Gentry
Located In
Indian Land Community
15 Miles North Of
Lancaster, South Carolina
Lancaster County

Scale = 100' Date 07/21/2021

GRAPHIC SCALE



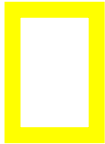
(IN FEET)
1 inch = 100 ft.

Survey By: J. C. Crumpler
S.C. Reg. No. 6574
207 Chesterfield Avenue
Lancaster, South Carolina
1-803-283-9818



Proposal:
Request to rezone from
NB/LDR to RB

Legend:



Subject Property



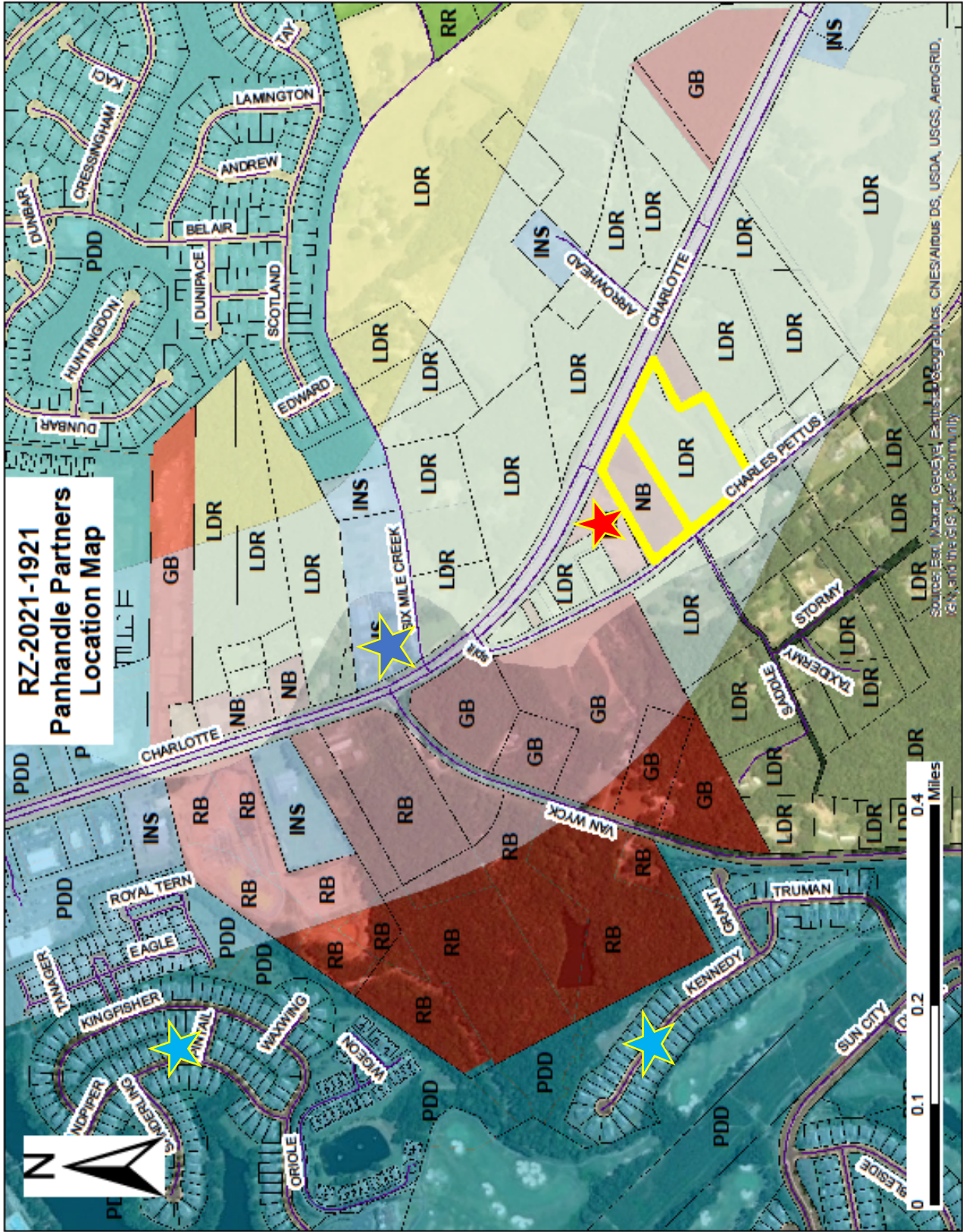
Faith Presbyterian
Church

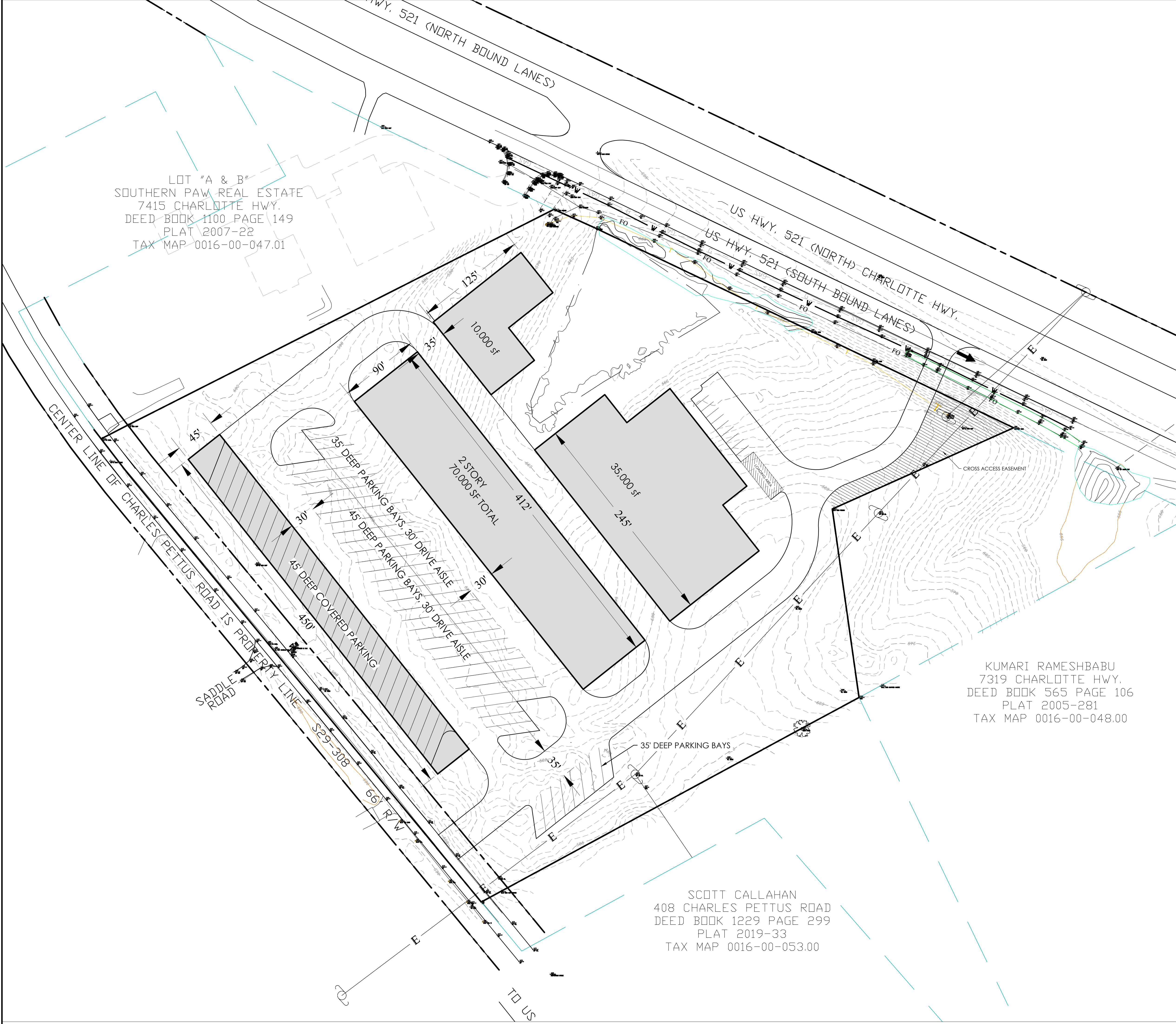


Paws in the Panhandle



Sun City Carolina Lakes

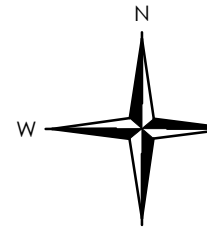




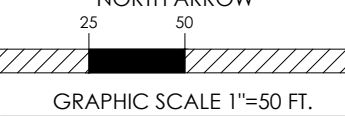
SITE DATA	
LOCATION:	CHARLOTTE HWY. INDIAN LAND, LANCASTER COUNTY 29720 (PIN# 0016-00-047.00)
CURRENT ZONING:	LDR - LOW DENSITY RESIDENTIAL
CURRENT USE:	QUALIFIED AGRICULTURAL
PROPOSED ZONING:	
PROPOSED USE:	MINI STORAGE
CONTACT:	HENSONFOLEY (JAY HENSON) 704-875-1615
ITEM	PROVIDED
TOTAL SITE AREA	9.610 AC (418,612 SF)
FEMA MAP NUMBER	45057C0087E
FEMA EFFECTIVE DATE	05/16/2017



HensonFoley
Landscape Architecture | Civil Engineering
121 Gilead, Huntersville, NC 28078
p: 704.875.1615 | f: 704.875.0959 | www.hensonfoley.com
NC ENGINEERING BOARD LICENSE #: C-3981
NC LANDSCAPE ARCHITECTURE BOARD LICENSE #: C-399



N
W E
S
NORTH ARROW



0 25 50 100
GRAPHIC SCALE 1"=50 FT.

INDIAN LAND STORAGE

TAX MAP 0016-00-047.00
CHARLOTTE HWY, INDIAN LAND, SC 29720

REZONING PLAN

REVISIONS:	

Z03 - SITE PLAN.DWG	
PROJECT NUMBER:	221074
DATE:	10/22/2021
DRAWN BY:	TSF
# # 1	
SHEET	OF



Lancaster Mini-Storage - Justification Letter

Date: November, 8th 2021

The proposed storage facility will need to be secured for personal and property safety reasons. Therefore, to access the adjacent properties to the east and west would not be practical. The storage facility would not rely solely on the US 521 access as we have direct access to Charles Pettus Road along the south-western property line which would satisfy the intent of alternate routes and not creating the need to use US 521 as the sole access point. Lastly, the adjacent property owner has voiced objection to a cross access easement as well as a shared drive. Therefore, cross access along the northern property line would not benefit either property.

Section 2.5.3 Use Table

USE TYPES		RURAL						TRANSITIONAL						SPECIAL				NEIGHBORHOOD					
		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
A. RESIDENTIAL	Dwelling - Single Family	P	P	P	-	P	P	P	P	-	-	-	-	-	-	-	-	P	-	P	P	-	
	Dwelling - Two Family	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	PR	-	-	-	5.2.1
	Dwelling – Three Family, Four Family	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.3
	Dwelling - Townhome	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	P	P	P	P	P	
	Dwelling - Multifamily	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	PR	PR	PR	-	5.2.2
	Dwelling - Accessory	PR	PR	PR	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	-	-	-	5.2.3
	Halfway Homes	-	-	-	-	-	-	-	-	-	SE	-	SE	-	-	-	-	-	-	-	-	-	5.2.4
	Live-Work Units	-	-	-	PR	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	PR	PR	PR	5.2.5
	Manufactured Housing	PR	PR	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.6
	Manufactured Home Park	SE	-	-	-	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.6
Residential/Family Care Home (5 or fewer residents)	P	P	P	-	P	P	P	P	-	-	-	-	-	-	-	-	-	-	P	P	P		
Residential Care Facilities (6 or more residents)	-	-	-	PR	-	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.2.7
B. LODGING		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Bed and Breakfast Homes (up to 8 rooms)		PR	PR	PR	PR	-	PR	-	PR	PR	-	-	PR	-	-	-	-	PR	PR	-	PR	PR	5.3.1
Bed and Breakfast Inn (up to 12 rooms)		-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	-	PR	PR	5.3.1
Boarding or Rooming House		-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	5.3.2
Campground		SE	SE	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	-	5.3.3
Dormitory		-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Fraternity/Sorority House		-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Hotel/Motel		-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
C. OFFICE/SERVICE		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
ATM		-	-	-	P	-	-	-	-	P	P	P	P	P	-	P	-	-	-	-	P	P	
Banks, Credit Unions, Financial Services		-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Business Support Services		-	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Crenatoria		-	-	-	-	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.4.1
Dry Cleaning and Laundry Services		-	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	
Funeral Homes		-	-	-	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	
Home Occupation		PR	PR	PR	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	PR	PR	PR	PR	PR	5.4.2
Kennels, Indoor		PR	PR	PR	PR	-	-	-	-	PR	PR	PR	PR	-	PR	-	-	-	-	-	PR	PR	5.4.3
Kennels, Outdoor		PR	PR	CU	PR	-	-	-	-	-	-	CU	CU	-	CU	-	-	-	-	-	-	-	5.4.4
Medical Clinic		-	-	-	PR	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.4.5

Lancaster County Unified Development Ordinance – Use Table

USE TYPES		RURAL				TRANSITIONAL						SPECIAL				NEIGHBORHOOD							
C. OFFICE/SERVICES (CONTINUED)		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Personal Services		-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	-
Personal Services, Restricted		-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	5.4.6
Post Office		-	-	-	P	-	-	-	P	P	P	P	P	-	-	-	-	-	-	-	P	P	-
Professional Services		-	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	P	P	-
Small Equipment Repair/Rental		-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	-
Veterinary Clinic		-	-	-	P	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	-
D. COMMERCIAL/ENTERTAINMENT		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Alcoholic Beverage Sales Store		-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	P	-	-
Amusements, Indoor		-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	-
Amusements, Outdoor		-	-	-	PR	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.5.1
Bar/Tavern/Brew Pub		-	-	-	CU	-	-	-	-	-	CU	PR	-	-	-	-	-	-	-	-	PR	-	5.5.2
Billiard/Pool Hall		-	-	-	CU	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	-
Brewery		-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	P	-
Distillery		-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	-	-	-	-	-	-	-
Food Truck		-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	5.5.3
General Commercial		-	-	-	PR	-	-	-	-	PR-	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.5.4
Night Club		-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	-
Outside Sales		-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.5
Outside Sales, Sidewalk Sales		-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.6
Pawnshops		-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	5.5.7
Racetrack		-	-	-	-	-	-	-	-	-	-	-	-	-	-	CU	-	-	-	-	-	-	5.5.8
Restaurant		-	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.9
Riding Stables		P	P	P	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-
Sexually Oriented Business/Adult Entertainment		-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.5.10
Shooting Range, Indoor		-	-	-	PR	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.5.11
Shooting Range, Outdoor		SE	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.5.12
Theater, Indoor Movie or Live Performance		-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	-
Theater, Outdoor (Amphitheater)		PR	-	-	PR	-	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	PR	PR	5.5.13

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES		RURAL					TRANSITIONAL					SPECIAL				NEIGHBORHOOD							
E. CIVIC		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Cemetery		PR	PR	PR	PR	-	PR	PR	-	PR	PR	PR	PR	-	-	-	-	-	PR	-	-	PR	56.1
Conference/Convention Center		-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
Cultural or Community Facility		-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P	P	
Event Venue/Banquet Hall		P	P	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	56.2
Places of Assembly		PR	PR	PR	PR	CU	CU	CU	PR	PR	PR	PR	PR	-	PR	-	-	-	CU	-	CU	CU	56.3
Private Recreation Facilities		-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	56.4
Public Recreation Facilities		PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	PR	PR	PR	PR	PR	56.5
Public Safety Station		P	P	P	P	-	-	-	P	P	P	P	P	-	P	P	-	-	-	-	P	P	
Sports Arena/Stadium (4,000 or more seats)		-	-	-	-	-	-	-	-	-	-	CU	CU	-	CU	-	-	-	-	-	-	CU	56.6
F. EDUCATIONAL/INSTITUTIONAL		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Child/Adult Day Care Home (5 or fewer persons)		PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	PR	PR	-	PR	PR	57.1
Child/Adult Day Care Home (6 or more persons)		-	-	-	-	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	57.2
College/University		-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	P	P	
Community Support Facility		-	-	-	PR	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	57.3
Correctional Institution		-	-	-	-	-	-	-	-	-	-	-	CU	-	SE	SE	-	-	-	-	-	-	57.4
Day Treatment Center		-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	-	-	57.5
Hospital		-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	-	-	-	-	-	-	
Operations, Maint., and Fleet Service Facility		-	-	-	SE	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	-	PR	57.6
Schools – Elementary and Secondary		PR	PR	PR	PR	-	PR	CU	CU	CU	CU	CU	PR	-	-	-	-	CU	CU	CU	CU	CU	57.7
Schools – Vocational/Technical		-	-	-	P	-	-	-	-	P	P	P	P	-	P	P	-	-	-	-	P	P	
Studio – Art, dance, martial arts, music		P	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	P	P	
G. AUTOMOTIVE		AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Drive-Thru/Drive-In Facility		-	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	58.1
Electric Vehicle Charging Stations		PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	58.2
Heavy Equipment/Manufactured Home Rental/Sales/Repair		-	-	-	-	-	-	-	-	-	-	SE	-	-	PR	PR	-	-	-	-	-	-	58.3
Parking Lot/Structure – Principal Use		-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	58.4
Vehicle Rental/Leasing/Sales		-	-	-	PR	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	-	CU	CU	58.5
Vehicle Services – Minor Maintenance/Repair		-	-	-	P	-	-	-	-	CU	CU	PR	PR	-	PR	PR	-	-	-	-	CU	CU	58.6
Vehicle Services – Major Repair/Body Work		-	-	-	PR	-	-	-	-	-	CU	PR	PR	-	PR	PR	-	-	-	-	-	-	58.7

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES		RURAL				TRANSITIONAL								SPECIAL				NEIGHBORHOOD							
H. INDUSTRY/WHOLESALE/STORAGE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF			
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P				
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-				
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-				
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	5.9.1			
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.2			
Landfill – Class One	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.16			
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.3			
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.4			
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	5.9.5/6			
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	5.9.6/7			
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.8			
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.9			
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	-	P				
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.10			
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.11			
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	PR	PR	5.9.12			
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.13			
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	P	P	5.9.14			
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.15			

I. AGRICULTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Agriculture and Crop Production/Harvesting	P	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	
Agricultural Support Services/Nurseries	P	P	P	P	-	-	-	-	P	P	P	-	-	P	P	-	-	-	-	-	P	
Agritourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Animal Production/General Farms	PR	PR	PR	PR	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.1
Animal Production Facilities, Non-Swine	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.2
Animal Production Facilities, Swine	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.3
Apiculture (Bee Keeping)	P	P	P	P	-	P	-	-	P	-	-	P	P	-	-	-	-	-	-	-	P	
Backyard Pens/Coops	P	P	P	P	-	P	PR	PR	-	-	-	PR	-	-	-	-	-	-	-	-	PR	5.10.4

P – Permitted by Right

PR – Permitted with Review

CU – Conditional Use Required

SE – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL								TRANSITIONAL								SPECIAL								NEIGHBORHOOD							
	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF										
I. AGRICULTURE (CONTINUED)																																
Commercial Stables	P	P	P	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	-	-	-										
Ecotourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-										
Farmer's Markets and Roadside Stands	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR										
Forestry	P	P	P	P	-	P	-	-	-	P	P	P	P	P	P	P	-	-	-	-	-	-										
Gardens (Community and Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P										
Wineries	PR	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-										

J. INFRASTRUCTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Airstrip/Airport	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	5.11.1
Geothermal Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.2
Solar Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.3
Solar Farms	CU	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.11.4
Utilities – Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities – Class 2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities – Class 3	P	P	-	-	-	-	-	-	-	-	-	PR	-	P	P	-	-	-	-	-	-	5.11.6
Wireless Communication Facility (Concealed)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (Up to 60.00')	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (60.01' to 199.99')	SE	SE	SE	SE	SE	SE	SE	SE	PR	PR	PR	PR	-	PR	PR	PR	SE	SE	SE	SE	SE	5.11.5
Wireless Communication Facility (200' and Over)	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	-	-	-	-	-	5.11.5

K. OTHER	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Temporary Uses	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.12

P – Permitted by Right**PR – Permitted with Review****CU – Conditional Use Required****SE – Special Exception Required**

(Ord. No. 2017-1468, 9.25.17; Ord. No. 2018-1492, 2.12.18; Ord. No. 2018-1494, 3.12.18; Ord. No. 2018-1519, 7.16.18; Ord. No. 2019-1607, 10.14.19; Ord. No. 2019-1620, 12.9.19; Ord. No. 2019-1634, 1.27.20; Ord. No. 2020-1645, 2.24.20; Ord. No. 2020-1698, 12.14.20; Ord. No. 2021-1708, 04.12.21)

Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-2327, Cox
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

See Staff Report.

Points to Consider:

See Staff Report.

Recommendation:

See Staff Report.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	11/9/2021	Planning Staff Report
Ex 1: Application	11/9/2021	Exhibit
Ex 2: Location / Zoning Map	11/9/2021	Exhibit
Ex 3: Comparison of NB and GB Districts	11/9/2021	Exhibit

PROPOSAL:	Request to rezone approximately 2.07 acres of property
PROPERTY LOCATION:	327 Monroe Highway (TM# 0061P-0D-003.00)
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	General Business (GB) District
APPLICANT:	William and Blanca Cox
COUNCIL DISTRICT:	District 2, Charlene McGriff

OVERVIEW:

Proposal

The applicant has requested to rezone the 2.07-acre parcel on the west side of Monroe Highway from Low Density Residential (LDR) District to General Business (GB) District.

Site Information

The subject parcel is located on the west side of Monroe Highway, approximately 550 feet north of Quality Drive. The subject parcel is predominantly unimproved; however it does include two abutting metal buildings consisting of approximately 1,000 square feet. The two buildings, as well as the majority of the parcel, have most recently been used in conjunction with a vehicle sales use known as Big Dipper Imports.

Non-Conformance Status

The use of the subject parcels is currently non-residential (vehicle sales), which is non-conforming for the current district. If the rezoning to GB were to be approved, then these existing structures and their associated use would become conforming.

Summary of Adjacent Zoning and Uses

The west side of Monroe Highway is predominantly zoned LDR District (one parcel 400 feet south is zoned Neighborhood Business District). The east side, however, is zoned LDR, GB, and Heavy Industrial with the City of Lancaster further to the south.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Single-Family Residential
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	GB	Blackmon Auction Company; Vacant
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

Pursuant to Unified Development Ordinance (UDO) Section 2.3, the current LDR District *“is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further*

intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district."

UDO Section 2.3 describes that the requested GB District as "generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development."

Compatibility with Surrounding Area

The subject parcel is surrounded by other parcels currently zoned either LDR or GB District. The requested GB District is intended to reestablish commercial zoning on the parcel where it previously existed, and would be consistent with the established use of the parcel.

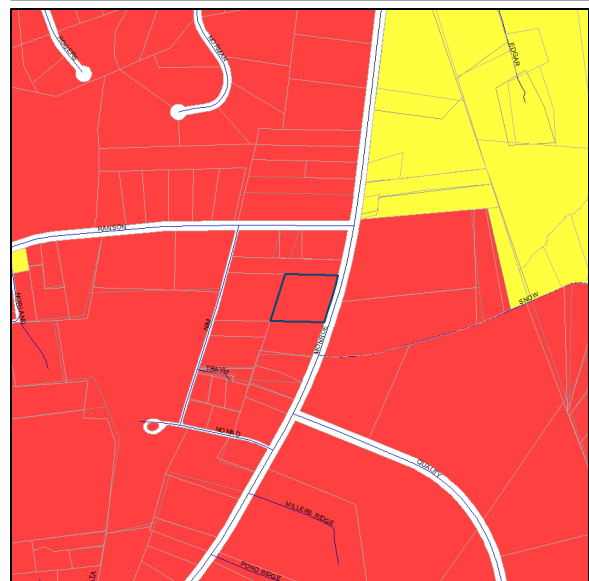
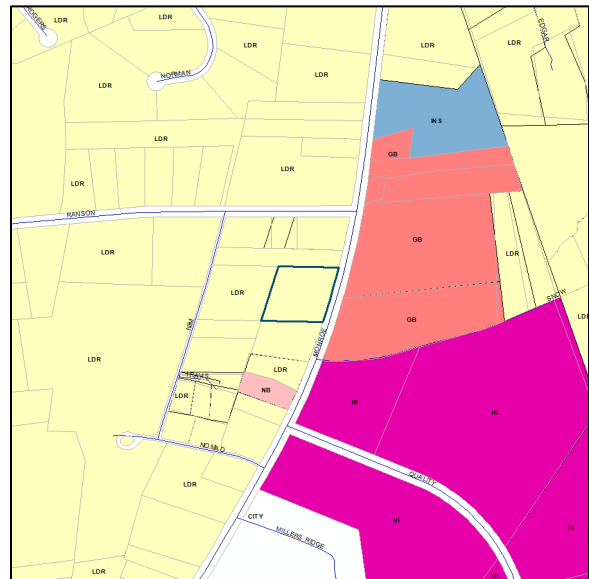
Prior to the adoption of the current UDO in 2016, the subject parcel was zoned B-2 (Community Business District), and the surrounding LDR zoned properties were zoned R30 (Low Density Residential/Agricultural District). As such, the applicant is seeking to reestablish what they previously had prior to 2016 and never discontinued with from a use standpoint.

While the rezoning of the subject property to GB District would be consistent with the established zoning on the opposite side of Monroe Highway (previously B-3, General Commercial District), a rezoning to Neighborhood Business (NB) District would be more consistent with the prior B-2 zoning of the subject parcel while still allowing for a commercial use on the parcel. There are several uses that may be permissible within the GB District that are not permissible within the NB District, such as: alcoholic beverage sales store, bar/tavern/brew pub, day treatment center, halfway homes, hotel/motel, mini-storage, outdoor storage yard, and pawnshops. One item of note to consider, however, is that the most recent use of the subject parcel, vehicle rental/leasing/sales, is a permissible use within the GB District, but is not allowable within the NB District.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

Pursuant to the adopted Comprehensive Plan, the Future Land Use Category of the subject parcel is Urban, which corresponds to the Walkable Neighborhood with Additional Intensity Community Type, which the Comprehensive Plan describes as follows:



The Community Type “Walkable Neighborhood” is synonymous with the Place Type “Mixed-Use Neighborhood.” This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development.

The Comprehensive Plan further establishes several possible land use considerations representing typical development in this Community Type which are depicted in the table below.

Walkable Neighborhood: Land Use Considerations		
Single-Family Detached Home	Single-Family Attached Home (Townhome / Duplex)	Condominium / Apartment
Neighborhood Commercial	Restaurant	Professional Offices
Government Building	Church	School
Community Park / Pocket Park	Natural Area	

INFRASTRUCTURE CONSIDERATIONS

Transportation

Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). The applicant has not indicated any specific use for the property. Should a future use-specific site plan submittal for this parcel create more than 50 peak hour trips to or from this location, then a TIA would be required to be provided as part of that future site plan submittal.

Public Utilities

The Lancaster County Water and Sewer District (LSWSD) has reviewed the proposed rezoning, and had no comments or concerns as to the ability to provide adequate water and sewer to the property.

Public Schools

This request will not result in additional students.

PHOTOS OF PROJECT AREA:



Aerial photo of subject parcel and adjacent parcels



Looking south along Monroe Highway with subject parcel to the right



Looking west across Monroe Highway at subject parcel



Looking northeast from Monroe Highway across from subject parcel

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone approximately 2.07 acres (TM# 0061P-OD-003.00) from Low Density Residential (LDR) District to General Business (GB) District, subject to the following findings of fact:

1. That the subject application involves parcel TM# 0061P-OD-003.00;
2. That the subject parcel is currently zoned LDR District, and is proposed to be rezoned GB District;
3. That the subject parcel has a Future Land Use Category of Urban, and a Community Type of Walkable Neighborhood with Additional Intensity;
4. That prior to 2016 the subject parcel was zoned B-2 (Community Business District); and
5. That GB District zoning exists on the east side of Monroe Highway; and NB District zoning exists approximately 400 feet south of the subject parcel.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Comparison of NB and GB District Uses

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

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 327 Monroe Hwy, Lancaster, SC
City Lancaster State SC Zip 29720 Tax Parcel ID 0061P-0D-003-00
Current Zoning LDR Current Use Used Car lot
Proposed Zoning Gen. Business Total Acres 2
Project Description General Business

Surrounding Property Description Residential / Business

CONTACT INFORMATION

Applicant Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-506-0626
Fax _____ Email chickeis10@frontier.com
Property Owner Name William + Blanca Cox
Address 124 Brightland Run
City Monroe State NC Zip 28110 Phone 704-506-289-5287
Fax _____ Email chickeis10@frontier.com

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

Date

Property Owner(s)

Date

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

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 30 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.

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.

DEED DRAWN BY
BLACKWELL TRIMNAL REEVES MYERS, LLC

2012012760

DEED	
RECORDING FEES	\$10.00
STATE TAX	\$98.80
COUNTY TAX	\$41.80
PRESENTED & RECORDED:	
09-27-2012	01:50 PM
JOHN LANE	
REGISTER OF DEEDS	
LANCASTER COUNTY, SC	
By: SHANA HIGGINS RS1	
BK: DEED 689	
PG: 78-80	

State of SOUTH CAROLINA)
)
County of LANCASTER)

TITLE TO REAL ESTATE

RECORDED THIS 1st DAY
OF OCTOBER, 2012
IN BOOK 2012 PAGE D-1

LANCASTER COUNTY ASSESSOR
Tax Map:
0061P 0D 003 00

Charles A. Morgan

Auditor, Lancaster County, SC

Know All Men by These Presents, That in Dennis Edwin Donahue and Kimberly Jo Donahue, the State aforesaid, for and in consideration of the sum of Thirty Eight Thousand and no/100ths (\$38,000.00) Dollars to them in hand paid at and before the sealing and delivery of these Presents, by William Q. Cox and Blanca I. Cox, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained sold and released, and by these Presents does grant, bargain, sell and release unto the said **William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple**, together with every contingent remainder and right of reversion, the following described property, to wit:

All that certain piece, parcel or lot of land together with any and all improvements thereon, lying, being situate, Lancaster County, South Carolina, and being more particularly described as Lot Nos. Nine (9), Ten (10) and Eleven (11) on plat of survey prepared by T. W. Secrest Surveyor dated February 4, 1939 recorded in the Register of Deeds Office for Lancaster County, South Carolina in Plat Book 1 Page 77. Reference to said plat is craved for a more minute description as to metes and bounds.

Being property conveyed to Dennis Edwin Donahue and Kimberly Jo Donahue by Deed recorded September 26, 2007 in Deed Book 424 Page 193 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 61P-D-3.00

Grantee's Address: 124 Brightland Run, Monroe, NC 28110

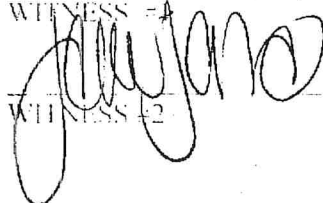
TOGETHER with all and singular, the Rights, Members, Hereditaments, Appurtenances and Improvements to the said Premises belonging, or in anywise incident or appertaining.

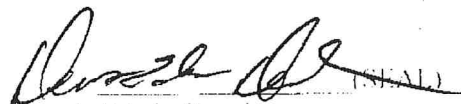
TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said William Q. Cox and Blanca I. Cox, for and during their joint lives and upon the death of either of them, then to the survivor of them, their heirs and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

And Dennis Edwin Donahue and Kimberly Jo Donahue does hereby bind themselves and their Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said William Q. Cox and Blanca I. Cox as hereinabove provided against them and their Heirs, and any person or person whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, Dennis Edwin Donahue and Kimberly Jo Donahue have caused these presents to be executed in their names this 26 day of September, 2012, and in the Two Hundred Thirty Seventh year of the sovereignty and independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


WITNESS #1

WITNESS #2


Dennis Edwin Donahue

Kimberly Jo Donahue

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Kern

On September 21, 2012 before me, L. Beck Notary Public
(Here insert name and title of the officer)

personally appeared Dennis Edwin Donahue and Kimberly Jo Donahue

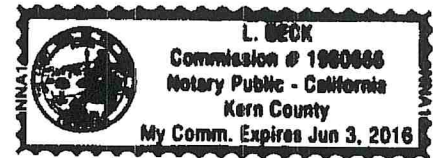
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Beck
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Settlement statement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 11 Document Date 9/21/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

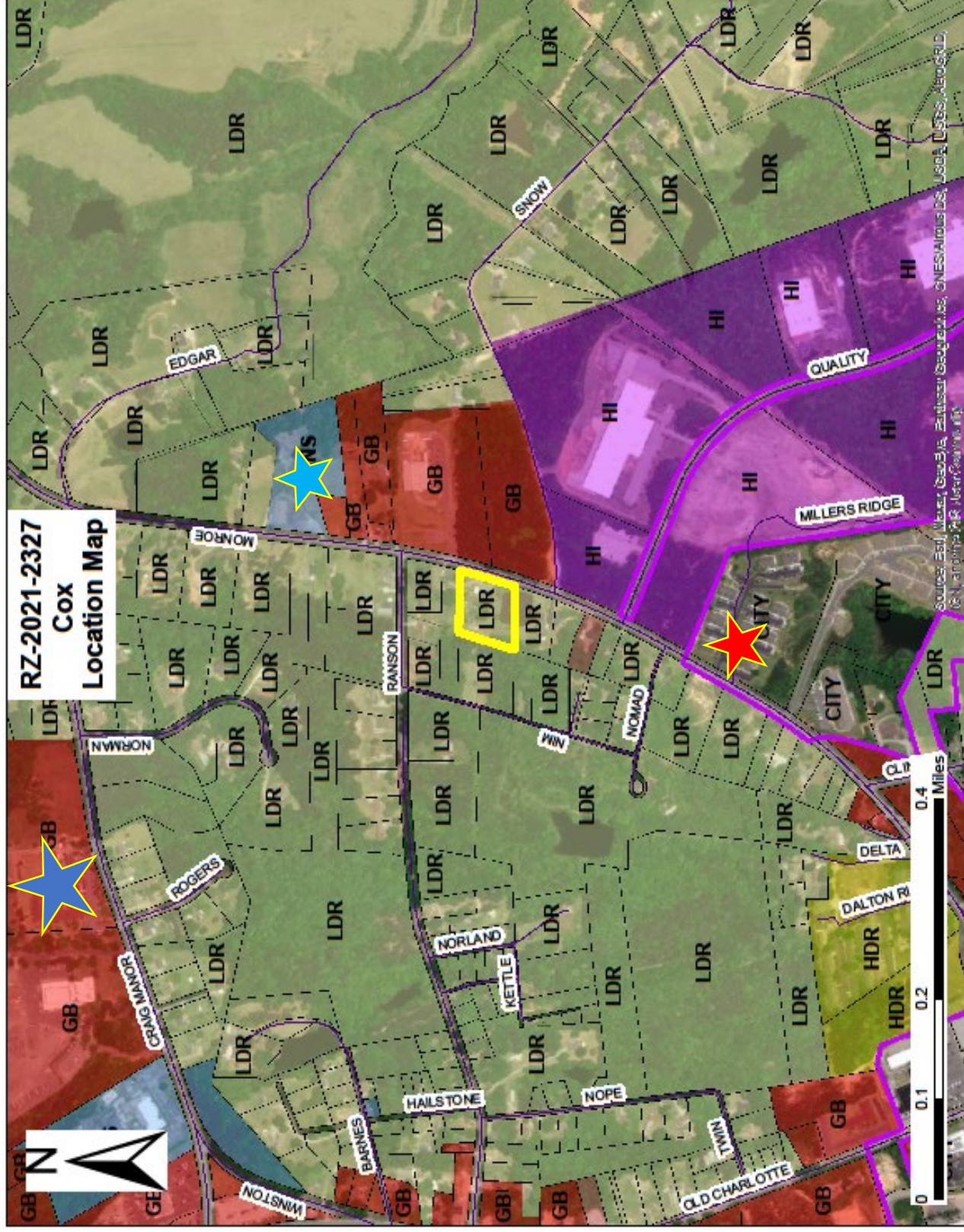
- ☐ Individual (s)
☐ Corporate Officer

- (Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits. otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Proposal:
Request to rezone from
LDR to GB

Legend:



		NB	GB
RESIDENTIAL	Halfway Homes	-	SE
	Live-Work Units	PR	-
	Residential Care Facilities (6 or more residents)	PR	PR
LODGING	Bed and Breakfast Homes (up to 8 rooms)	PR	-
	Bed and Breakfast Inn (up to 12 rooms)	PR	-
	Hotel/Motel	-	P
OFFICE/SERVICE	ATM	P	P
	Banks, Credit Unions, Financial Services	P	P
	Business Support Services	P	P
	Dry Cleaning and Laundry Services	P	P
	Funeral Homes	P	P
	Kennels, Indoor	PR	PR
	Medical Clinic	PR	PR
	Personal Services	P	P
	Post Office	P	P
	Professional Services	P	P
	Small Equipment Repair/Rental	-	P
	Veterinary Clinic	P	P
COMMERCIAL/ENTERTAINMENT	Alcoholic Beverage Sales Store	-	P
	Amusements, Indoor	-	P
	Bar/Tavern/Brew Pub	-	CU
	Brewery	-	P
	Food Truck	-	PR
	General Commercial	PR-	PR
	Outside Sales	PR	PR
	Outside Sales, Sidewalk Sales	PR	PR
	Pawnshops	-	PR
	Restaurant	CU	PR
	Shooting Range, Indoor	-	PR
	Theater, Indoor Movie or Live Performance	-	P
CIVIC	Cemetery	PR	PR
	Conference/Convention Center	-	P
	Cultural or Community Facility	P	P
	Event Venue/Banquet Hall	PR	PR
	Places of Assembly	PR	PR
	Private Recreation Facilities	PR	PR
	Public Recreation Facilities	PR	PR
	Public Safety Station	P	P

		NB	GB
EDUCATIONAL/INSTITUTIONAL	Child/Adult Day Care Home (5 or fewer persons)	PR	PR
	Child/Adult Day Care Home (6 or more persons)	PR	PR
	Community Support Facility	-	PR
	Day Treatment Center	-	PR
	Operations, Maint., and Fleet Service Facility	-	PR
	Schools – Elementary and Secondary	CU	CU
	Schools – Vocational/Technical	P	P
AUTOMOTIVE	Studio – Art, dance, martial arts, music	P	P
	Drive-Thru/Drive-In Facility	CU	PR
	Electric Vehicle Charging Stations	PR	PR
	Parking Lot/Structure – Principal Use	-	PR
	Vehicle Rental/Leasing/Sales	-	PR
	Vehicle Services – Minor Maintenance/Repair	CU	CU
	Vehicle Services – Major Repair/Body Work	-	CU
INDUSTRY/WHOLESALE/STORAGE	Artist Studio/Light Manufacturing Workshops	-	P
	Mining - Minor Surface Resource Extraction	-	PR
	Research and Development Facilities	-	P
	Storage – Outdoor Storage Yard	-	PR
	Storage – Self Service (Mini)	-	PR
AGRICULTURE	Storage – Warehouse Indoor	-	CU
	Agricultural Support Services/Nurseries	P	P
	Apiculture (Bee Keeping)	P	-
	Commercial Stables	P	P
	Farmer's Markets and Roadside Stands	PR	PR
INFRASTRUCTURE	Forestry	-	P
	Gardens (Community and Private)	P	P
	Geothermal Energy Systems	PR	PR
	Solar Energy Systems	PR	PR
	Utilities – Class 1	P	P
	Utilities – Class 2	P	P
	Wireless Communication Facility (Concealed)	PR	PR
	Wireless Communication Facility (Up to 60.00')	PR	PR

Agenda Item Summary

Ordinance # / Resolution #: SD-2021-1251, NVR, Inc. / Ryan Homes, Inc / ESP Associates

Contact Person / Sponsor: Robert Tefft / Planning

Department: Planning

Date Requested to be on Agenda: 11/16/2021

Issue for Consideration:

Applicant has requested deferral of this item until December 21, 2021.

Points to Consider:

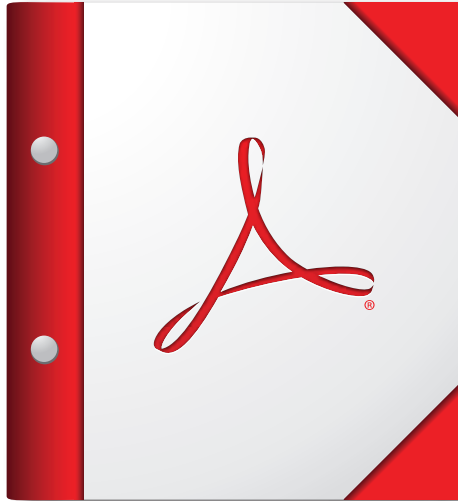
N/A

Recommendation:

N/A

ATTACHMENTS:

Description	Upload Date	Type
Request for Deferral	11/9/2021	Exhibit



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Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!