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

County Administrator
Dennis E. Marstall

County Attorney
Ginny L. Merck-Dupont

Clerk to Council
Sherrie Simpson

October 23, 2023 **6:00 PM** **101 North Main Street Lancaster, SC 29720**

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

AGENDA

1. Call to Order Regular Meeting - Chairman Steve Harper

2. Welcome and Recognition - Chairman Steve Harper

3. Pledge of Allegiance and Invocation - Council Member Brian Carnes

4. Approval of the Agenda

   [deletion and additions of non-substantive matter]

5. Citizens Comments

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

6. Consent Agenda

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

   a. Approval of Minutes from the October 9, 2023 County Council Regular Meeting

7. Non-Consent Agenda

   a. Public Hearing and 3rd Reading of Ordinance 2023-1876 regarding Amending the Budget for Fiscal

Year 2023-2024 Relating to Additional Revenue, Public Safety Support, and Transfer of Funds

Ordinance Title: An Ordinance To Amend Ordinance No. 2023-1849, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (FY 2023-2024), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. ***- Passed 4-0 at the September 25, 2023 County Council Meeting (Terry Graham, Jose Luis, and Charlene McGriff Absent). Passed 6-0 at the October 9, 2023 County Council Meeting (Charlene McGriff Absent). - Dennis Marstall***

b. 2nd Reading of Ordinance 2023-1878 regarding Authorization for a Fee In Lieu of Tax and Incentive Agreement with Project Lathe

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement Between Lancaster County, South Carolina And Project Lathe Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund; And To Provide For Other Matters Related Thereto. ***- Passed 6-0 at the October 9, 2023 County Council Meeting (Charlene McGriff Absent). - Brian Fulk***

c. 1st Reading of Ordinance 2023-1877 regarding Rezoning Property Located at 1662 MacMillan Park Drive from Light Industrial (LI) to Institutional (INS) District to Convert an Existing Structure to a K-12 Private School Facility (Applicants Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 7.286 Acres (TM# 0007-00-008.05) Located At 1662 Macmillan Park Dr, From Light Industrial (LI) District To Institutional (INS) District ***- Planning Department Case Number: RZ-2023-1464. The Planning Commission recommended denial by unanimous vote and the Planning staff also recommended denial of the rezoning request. At the October 9th Council Meeting, the public hearing was held but the 1st Reading was postponed until the October 23, 2023 County Council Meeting. - Allison Hardin***

d. 1st Reading of Ordinance 2023-1880 regarding Amending the Fiscal Year 2023-2024 Budget Related to Land Acquisition and Sheriff's Uniforms

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

8. Discussion and Action Items

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

a. HOLD UNTIL THE 12/11/2023 COUNCIL MEETING TO COINCIDE WITH APPROVAL OF THE COMPREHENSIVE PLAN AMENDMENT - 3rd Reading of Ordinance 2023-1869 regarding Rezoning Property Located at 2458 Mineral Mining Road, Kershaw, from Light Industrial (LI) to Agricultural Residential (AR) District (Applicants Charles and Ruth Strunk)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 6.60 Acres (TM# 0098-00-037.01) Located At 2458 Mineral Mining Road, Kershaw, From Light Industrial (LI) District To Agricultural Residential (AR) District. ***- Planning Department Case Number: RZ-2023-1197. The Planning Commission recommended approval by a vote of 5-2; however, the Planning staff recommended denial of the rezoning request. Passed 7-0 at the September 11, 2023 County Council Meeting. Passed 4-0 at the September 25, 2023 County Council Meeting (Terry Graham, Jose Luis, and Charlene McGriff Absent). - Allison Hardin***

b. HOLD UNTIL THE 11/15/2023 COMMITTEE OF THE WHOLE MEETING AND THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1865 regarding Amending the Unified Development Ordinance related to Chapter 2, Section 2.4 District Standards for Medium Density Residential (MDR)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Chapter 2 (District Standards), Chapter 5 (Use Regulations), And Chapter 6 (Subdivision And Infrastructure Standards) Relating To The Medium Density Residential (MDR) Zoning District, On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2023-0972. The Planning Commission recommended approval by unanimous vote. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***

c. HOLD UNTIL THE 11/15/2023 COMMITTEE OF THE WHOLE MEETING AND THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1870 regarding Amending the Unified Development Ordinance (UDO) related to Chapter 4, Section 4.4.1 Cluster Subdivision Overlay Standards

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Sections 4.4.1 (Cluster Subdivision Overlay District) On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2023-0973. The Planning Commission recommended approval by a vote of 5-0. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***

10. Executive Session

[motions from Members may follow]

a. Two Items:

1. ***Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to the purchase of equipment.***

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

11. Items Requiring a Vote Following Executive Session

12. Adjournment

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

Meetings are live streamed and can be found by using the following link: https://www.youtube.com/@LancasterCoSCGov/streams

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Lauren Hill / Deputy Clerk to Council / Administration
Department: County Clerk
Date Requested to be on Agenda: 10/23/2023

Council Action Requested:
Approve or amend the minutes from the October 9, 2023, County Council regular meeting.

Points to Consider:
The draft minutes from the October 9, 2023, County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:
There are no funding or liability factors regarding approval of minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 10-9-2023 County Council Regular Meeting	10/19/2023	Backup Material

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

County Administrator
Dennis E. Marstall

County Attorney
Ginny L. Merck-Dupont

Clerk to Council
Sherrie Simpson

October 9, 2023 **6:00 PM** **101 North Main Street Lancaster, SC 29720**

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

MINUTES

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

Absent: Charlene McGriff.

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Lauren Hill, Deputy Clerk to Council/Administrative Assistant; Stephany Snowden, Deputy County Administrator; Allison Hardin, Development Services Director; Brenda Thompson, Communication and Marketing Director; Veronica Thompson, Financial Services Division Director; Barry Faile, Sheriff; Graham Shuford, Interim Budget Director; Brian Fulk, Economic Development Director; Frannie Heizer, attorney with Burr and Foreman; the press; various elected officials; various Department Heads; various employees; and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office. The meeting was not livestreamed on YouTube due to technical difficulties. An audio recording of the meeting is posted on the County's YouTube channel.

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Terry Graham

Council Member Terry Graham led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Brian Carnes moved to approve the agenda. Seconded by Allen Blackmon. Motion Passed 6-0.; Absent: McGriff

Citizens Comments

The following citizens signed up for and spoke during Citizens Comments: None.

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

1. Rashida Roberson, Indian Land, wrote in requesting a shredding event for County residents. A copy of her comments were provided to Council and a physical copy of her written comments are attached as Schedule A to the written minutes in the Clerk to Council's office.

Special Presentations

Presentation of the Sheriff's Association Life Saving Award to Officer Justin Tucker - Sheriff Barry Faile

Sheriff Baile recognized Officer Justin Tucker with the South Carolina Sheriff's Association Life Saving Award. On July 25th, Officer Tucker saved the life of a choking infant by performing the Infant Heimlich Maneuver. The City of Lancaster Police Chief, Don Roper, spoke on behalf of the City of Lancaster Police Department and commended Sheriff Baile and County Council Members for the partnership between the two Law Enforcement Agencies.

Request for the Health and Wellness Commission to Move Forward with a Grant Application - Presentation by Commission Member Robin Dawson and Commission Chair Emily Pierce

The Health and Wellness Commission presented a grant opportunity that would help to address smoking/vaping in Lancaster County schools. This grant would be used to implement evidence-based programs such as educational programs and treatment services. Council members voiced their support and acknowledged that this grant would be beneficial for the students of Lancaster County. The Health and Wellness Commission requested that Council provide a letter of support for this grant opportunity.

Steve Harper asked if Council could amend the agenda so that the Health and Wellness Commission members would not have to wait until the end of the meeting for Council to vote on the authorization for the Commission to move forward with their grant application. Allen Blackmon stated that he needed to recuse himself from the discussion and vote regarding this authorization since his daughter serves on the Commission; however, he remained in Chambers during the presentation and votes. His Statement of Recusal is on file as Schedule B to the written minutes in the Clerk to Council's Office.

Terry Graham made a motion to move agenda item **9b.** (**Authorization for the Health and Wellness Commission to move forward with the South Carolina Center for Rural and Primary Healthcare Grant Application**) up to Special Presentations, and before the Communications and Marketing Department update. Seconded by Brian Carnes. The motion to move up item **9b.** passed 5-0-1-1. Abstained: Blackmon; Absent: McGriff.

Authorization for the Health and Wellness Commission to move forward with the South Carolina Center for Rural and Primary Healthcare Grant Application - Dennis Marstall

Billy Mosteller moved to provide a letter of support to the Health and Wellness Commission so they could move forward with their grant application to the South Carolina Center for Rural and Primary Healthcare. Seconded by Jose Luis. The motion to provide a letter of support for the Health and Wellness grant application passed by a vote of 5-0-1-1. Abstained: Blackmon; Absent: McGriff.

Communications and Marketing Department Update - Brenda Thompson

Brenda Thompson provided Council with an update on the creation and consolidation of the Communications and Marketing Department, and what the department accomplished in Fiscal Year 2023. Brenda highlighted the department's collaboration with other County departments and acknowledged the increase of social media interactions. The department recently implemented the "Lancaster County Catch-Up", and a portion of the news series was presented. Brenda provided insight on the department's goals for the future. A member of the Civics 101 course, Albert Blackmon of Indian Land, SC, spoke highly of the program and recommended the program to other Lancaster County residents.

Consent Agenda

Billy Mosteller moved to approved Consent Agenda item **7a.** and **7b.** (which are the same as item **a.** and item **b.** below). Seconded by Brian Carnes. The Consent Agenda was approved by a vote of 6-0. Absent: McGriff

a. Approval of Minutes from the September 13, 2023 County Council Committee of the Whole Meeting

b. Approval of Minutes from the September 25, 2023 County Council Regular Meeting

Non-Consent Agenda

Public Hearing and 3rd Reading of Ordinance 2023-1874 regarding Approval of the Issuance of Certain Installment Purchase Revenue Bonds

Ordinance Title: An Ordinance Authorizing Lancaster County, South Carolina, To Enter Into A Base Lease And Conveyance Agreement And An Installment Purchase And Use Agreement Each Between The County And Lancaster County Public Facilities Corporation; Approving The Form And Terms Of A Trust Agreement Between Lancaster County Public Facilities Corporation And Regions Bank, As Trustee, In Connection With The Issuance Of Certain Installment Purchase Revenue Bonds (Lancaster County Project) In One Or More Series; Consenting To The Issuance Of Such Installment Purchase Revenue Bonds; Providing For An Exemption From The County's Procurement Code; Delegating Authority To The Chairman Of County Council And The County Administrator, Or Either Of Them Acting Alone, To Approve And Determine Certain Matters; And Other Matters Relating Thereto.

Billy Mosteller moved to approve the 3rd Reading of Ordinance 2023-1874. Seconded by Brian Carnes.

Dennis Marstall explained the funding mechanism for the new Detention Center and Regional Park. He noted that Frannie Heizer was present at the meeting to answer any questions Council had.

Allen Blackmon voiced his disapproval of how the Installment Purchase Revenue Bonds were handled. He noted that he was in favor of the Detention Center, but the Regional Park should have been done in phases. Jose Luis echoed Allen Blackmon's thoughts and would have preferred the Detention Center and Regional Park to have been separate items on the agenda.

Steve Harper opened the Public Hearing for Ordinance 2023-1874 at approximately 6:44 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance. There were approximately 27 citizens, including staff members, in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 6:44 p.m.

The 3rd Reading of Ordinance 2023-1874 Passed by a vote of 4-2. Ayes: Carnes, Harper, Mosteller, Graham; Nayes: Blackmon, Luis; Absent: McGriff

Public Hearing and 3rd Reading of Ordinance 2023-1866 regarding Approval of a Fee In Lieu of Tax and Incentive Agreement with EFactor3 LLC And Bendfeldt Holdings LLC (Project E3) Providing for the Payment of a Fee-In-Lieu of Taxes and the Provision of Special Source Revenue Credits

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement By And Among Lancaster County, South Carolina, EFactor3 LLC And Bendfeldt Holdings LLC (Companies Formerly Known To The County As Project E3) Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The Intention Of Council To Provide Monies To The Economic Development Fund; To Approve A Property Conveyance Agreement Relating To The Conveyance Of Approximately 16.62 Acres Of Real Property Owned By Lancaster County And Located In the Lancaster Business Park To EFactor3 LLC, Bendfeldt Holdings LLC Or An Entity To Be Designated By It; And To Provide For Other Matters Related Thereto.

Jose Luis moved to approve the 3rd Reading of Ordinance 2023-1866. Seconded by Brian Carnes.

Council voiced, and discussed in length, several concerns regarding the conveyance of the property, the FILOT agreement, the creditability of EFactor3, LLC, and the lack of employment opportunities for Lancaster County residents within EFactor3, LLC.

Steve Harper opened the Public Hearing for Ordinance 2023-1866 at approximately 7:07 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance.
There were approximately 15 citizens, including staff members, in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 7:07 p.m.

The 3rd Reading of Ordinance 2023-1866 Failed by a vote of 2-4. Ayes: Carnes, Harper; Nayes: Blackmon, Mosteller, Graham, Luis; Absent: McGriff

Resolution 1253-R2023 regarding an Inducement Resolution for Project Lathe

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Fee Agreement With Project Lathe Including The Provision Of Special Source Revenue Credits; To Provide The General Terms Of The Fee Agreement; And To Provide That This Resolution Is An Inducement Resolution For Purposes Of The Fee In Lieu Of Tax Simplification Act; And To State The Commitment Of Lancaster County To Place Property Owned Or Leased By Project Lathe In A Multi-County Park.

Brian Carnes moved to approve Resolution 1253-R2023. Seconded by Allen Blackmon.

Brian Fulk presented a small business expansion opportunity, Project Lathe, which is a custom steel fabricator that has been in business for over 40 years in Lancaster County. The Economic Development department requested Council's approval of a twenty-year fixed millage Fee in Lieu of Tax agreement with Project Lathe and a 50% Special Source Revenue Credit agreement that would run for five years.

There was no discussion from Council. Resolution 1253-R2023 passed by a vote of 6-0; Absent: McGriff.

1st Reading of Ordinance 2023-1878 regarding Authorization for a Fee In Lieu of Tax and Incentive Agreement with Project Lathe

Ordinance Title: An Ordinance To Authorize And Approve The Execution And Delivery Of A Fee In Lieu Of Tax And Incentive Agreement Between Lancaster County, South Carolina And Project Lathe Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; To Express The

Intention Of Council To Provide Monies To The Economic Development Fund; And To Provide For Other Matters Related Thereto.

Allen Blackmon moved to approve the 1st Reading of Ordinance 2023-1878. Seconded by Jose Luis.

There was no discussion from Council. The 1st Reading of Ordinance 2023-1878 Passed by a vote of 6-0; Absent: McGriff.

Public Hearing and 3rd Reading of Ordinance 2023-1875 regarding Amending the Fiscal Year 2023-2024 Budget Related to Renovations

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

Allen Blackmon moved to approve the 3rd Reading of Ordinance 2023-1875. Seconded by Billy Mosteller.

Dennis Marstall explained the budget amendment for the Administration Building renovations. There was no discussion from Council.

Steve Harper opened the Public Hearing for Ordinance 2023-1875 at approximately 7:26 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance.
There were approximately 16 citizens, including staff members, in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 7:26 p.m.

The 3rd Reading of Ordinance 2023-1875 Passed by a vote of 5-1. Ayes: Blackmon, Carnes, Harper, Mosteller, Graham; Nayes: Luis; Absent: McGriff.

3rd Reading of Ordinance 2023-1864 regarding Amending the Unified Development Ordinance Related to Section 6.5 Street Classification and Design

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Sections 4.4.1 (Cluster Subdivision Overlay District), 6.14 (Road Construction Standards), And 10.4 (Definitions), All Pertaining To Street Definition And Design, On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2023-0975.***

Jose Luis moved to approve the 3rd Reading of Ordinance 2023-1864. Seconded by Terry Graham.

Allison Hardin provided an update for the text amendment and reiterated that the owner or developer of the 21st lot in a subdivision would be responsible for paving from the County Road up to the 21st lot. Brian Carnes made a motion to amend the date noted in the Agenda Item Summary to reflect the amendment adoption date. Seconded by Allen Blackmon. Motion approved 6-0; Absent: McGriff.

The 3rd Reading of Ordinance 2023-1864 Passed by a vote of 6-0. Absent: McGriff.

2nd Reading of Ordinance 2023-1876 regarding Amending the Budget for Fiscal Year 2023-2024 Relating to Additional Revenue, Public Safety Support, and Transfer of Funds

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

Allen Blackmon moved to approve the 2nd Reading of Ordinance 2023-1876. Seconded by Terry Graham.

Dennis Marstall gave an overview of the budget amendment, and Graham Shuford noted that there were no changes to the Ordinance since the 1st Reading. There was no discussion from Council.

The 2nd Reading of Ordinance 2023-1876 passed by a vote of 6-0.; Absent: McGriff.

Public Hearing and 1st Reading of Ordinance 2023-1877 regarding Rezoning Property Located at 1662 MacMillan Park Drive from Light Industrial (LI) to Institutional (INS) District to Convert an Existing Structure to a K-12 Private School Facility (Applicants Brian Cillian/Greybridge MacMillan LLC and LEH SC MacMillan LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 7.286 Acres (TM# 0007-00-008.05) Located At 1662 Macmillan Park Dr, From Light Industrial (LI) District To Institutional (INS) District ***- Planning Department Case Number: RZ-2023-1464***

Allison Hardin presented a rezoning request for a K-12 Private School Facility. She noted that staff and the Planning Commission recommended denial of this rezoning request for reasons such as an increase of traffic, concerns of the loss of Light Industrial zoned areas in Indian Land, and the proposed property use does not align with the Comprehensive Plan. The applicant, Brian Cillian, spoke on behalf of the private school, and pointed out that a majority of the school's students and teachers would be residents of Lancaster County. Billy Mosteller noted his concerns with the current surrounding businesses in the areas, and potential hazards in proximity to the proposed private school.

Steve Harper opened the Public Hearing for Ordinance 2023-1877 at approximately 7:45 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance. There were approximately 16 citizens, including staff members, in attendance during the Public Hearing for this Ordinance. The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 7:45 p.m.

Jose Luis made a motion to postpone a vote on the 1st Reading of Ordinance 2023-1877 until the next regular meeting, which will be held on October 23, 2023. Seconded by Allen Blackmon.

The postponement of the 1st Reading of Ordinance 2023-1877 passed by a vote of 6-0.; Absent: McGriff.

<u>Discussion and Action Items</u>

Appointments to Lancaster County Public Facilities Corporation

- Brian Endres
- Larry Honeycutt
- Charles Deese

Brian Carnes moved to approve. Seconded by Billy Mosteller. There was no discussion from Council. All of the appointments on the agenda were approved by unanimous vote of 6-0; Absent: McGriff.

<u>Status of items tabled, recommitted, deferred or held</u>

a. HOLD UNTIL THE 12/11/2023 COUNCIL MEETING TO COINCIDE WITH APPROVAL OF THE COMPREHENSIVE PLAN AMENDMENT - 3rd Reading of Ordinance 2023-1869 regarding Rezoning Property Located at 2458 Mineral Mining Road, Kershaw, from Light Industrial (LI) to Agricultural Residential (AR) District (Applicants Charles and Ruth Strunk)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 6.60 Acres (TM# 0098-00-037.01) Located At 2458 Mineral Mining Road, Kershaw, From Light Industrial (LI) District To Agricultural Residential (AR) District. ***- Planning Department Case Number: RZ-2023-1197. The Planning Commission recommended approval by a vote of 5-2;***

however, the Planning staff recommended denial of the rezoning request. Passed 7-0 at the September 11, 2023 County Council Meeting. Passed 4-0 at the September 25, 2023 County Council Meeting (Terry Graham, Jose Luis, and Charlene McGriff Absent). - Allison Hardin

b. HOLD UNTIL THE 11/15/2023 COMMITTEE OF THE WHOLE MEETING AND THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1865 regarding Amending the Unified Development Ordinance related to Chapter 2, Section 2.4 District Standards for Medium Density Residential (MDR)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Chapter 2 (District Standards), Chapter 5 (Use Regulations), And Chapter 6 (Subdivision And Infrastructure Standards) Relating To The Medium Density Residential (MDR) Zoning District, On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2023-0972. The Planning Commission recommended approval by unanimous vote. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***

c. HOLD UNTIL THE 11/15/2023 COMMITTEE OF THE WHOLE MEETING AND THE 12/11/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1870 regarding Amending the Unified Development Ordinance (UDO) related to Chapter 4, Section 4.4.1 Cluster Subdivision Overlay Standards

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Sections 4.4.1 (Cluster Subdivision Overlay District) On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2023-0973. The Planning Commission recommended approval by a vote of 5-0. At the September 25, 2023 Council Meeting, the 1st Reading was Postponed until Council could discuss the item at the November 15, 2023 Committee of the Whole Meeting. - Allison Hardin***

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

Executive Session

One Item:

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

Steve Harper stated that he needed a motion to go into Executive Session for the discussion of personnel matters pursuant to South Carolina Code of Laws 30-4-70(a)(1). Brian Carnes stated that he so moved. Seconded by Jose Luis. The motion to go into Executive Session Passed 6-0.; Absent: McGriff. At approximately 8:06 p.m., Council went into Executive Session.

Items Requiring a Vote Following Executive Session

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 9:57 p.m. Jose Luis moved to come out of Executive Session. Seconded by Billy Mosteller. The motion to come to come out of Executive Session passed by a vote of 6-0.; Absent: McGriff.

Upon returning to open session, Steve Harper noted, for the record, that during Executive Session, Council discussed one (1) item: personnel matters pursuant to South Carolina Code of Laws 30-4-70(a)(1) related to the County Administrator's Office. He stated that, during Executive Session, no motions were made, and no votes were taken.

Adjournment

Jose Luis moved to adjourn the Council meeting. Seconded by Brian Carnes. The motion to adjourn passed 6-0.; Absent: McGriff.

There being no further business, the regular meeting of Council adjourned at approximately 9:58 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1876
Contact Person / Sponsor: Graham Shuford - Budget/Finance
Department: Finance
Date Requested to be on Agenda: 10/23/2023

Council Action Requested:
Approve Ordinance 2023-1876.

Points to Consider:
As part of the State of South Carolina's Budget for Fiscal Year 2023-2024, additional funding was provided for salary supplements for full-time Magistrate Judges in the amount of $10,000 per year per full-time Magistrate. Salary supplement funding was also provided for Coroners and Registers of Deeds in the amount of $15,000 per year for each of the two positions. Coroners and Registers of Deeds already receive a yearly salary supplement from the State and the corresponding dollar amounts reflect the difference between the dollar amounts currently budgeted based on their previous supplement amounts and the new supplement amounts. Magistrate Judges have never received a yearly salary supplement from the State prior to the Fiscal Year 2023-2024 State budget.

Additionally, the County has been approached with a private donation to be used for public safety support in the amount of $107,500. An amendment is necessary to budget these funds as specified by the donor.

Lastly, $14,000,000 in excess revenue currently in the Capital Project Sales Tax 2 fund is to be transferred to Capital Project Sales Tax 3 fund for the purpose of constructing a new Detention Center. A budget amendment is necessary in order to show the funds moving from CPST 2 to CPST 3.

Funding and Liability Factors:
This action will allow staff to amend the Fiscal Year 2023-2024 budget to account for the identified supplemental revenue, the private donation, and the inter-fund transfer.

Recommendation:
Approve Ordinance 2023-1876.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1876	9/20/2023	Ordinance
Public Hearing Notice for Ordinance 2023-1876	10/12/2023	Public Hearing Notices

STATE OF SOUTH CAROLINA	**)**	
	)	**ORDINANCE NO. 2023-1876**
COUNTY OF LANCASTER	**)**	

~~Indicates Matter Stricken~~
<u>Indicates New Matter</u>

AN ORDINANCE

TO AMEND ORDINANCE NO. 2023-1849, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 (FY 2023-2024), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

<u>Section 1</u>. Appropriations; Detailed Budget.

(a) Section 2 and Section 4. of Ordinance No. 2023-1849 are amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2023 and ending June 30, 2024 (FY 2023-2024):

APPROPRIATIONS	AMOUNT
Airport Fund	376,738
Capital Improvement Fund	2,956,695
Capital Project Sales Tax 2 Fund	<u>16,500,000</u> ~~2,500,000~~
County Debt Fund	4,511,750
County Transportation Committee Fund	12,000,000
Court Mandated Security Fund	2,081,750
E-911 Fund	71,613,960
General Fund	<u>86,246,586</u> ~~86,072,236~~
Hospitality Tax Fund	1,900,000
Indian Land Fire Protection District Fund	350,810
Local Accommodations Tax Fund	120,000
Pleasant Valley Fire Protection District Fund	380,293
Victims Services Fund	47,000
State Accommodations Tax Fund	224,250
Stormwater Fund	2,752,975
Van Wyck Fire Protection District Fund	155,520
Capital Project Sales Tax 3 Fund	<u>29,001,500</u> ~~15,001,500~~

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) and Section 4 of Ordinance No. 2023-1849, for the following items:

		Revenue	Expense
General Fund	Supplemental Revenue-Intergovernmental	$66,850	
	State Pay Supplements		$66,850
General Fund	Supplemental Revenue-Donation	$107,500	
	Public Safety Support Donation		$107,500
Capital Project Sales Tax 2 Fund	Supplemental Revenue-Fund Balance	$14,000,000	
	Transfer to other fund		$14,000,000
Capital Project Sales Tax 3 Fund	Supplemental Revenue-Transfer from other fund	$14,000,000	
	Detention Center		$14,000,000

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 23rd day of October, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

____
Steve Harper, Chair, County Council

____
Billy Mosteller, Secretary, County Council

ATTEST:

____
Sherrie Simpson, Clerk to Council

First Reading:	September 25, 2023
Second Reading:	October 9, 2023
Public Hearing:	October 23, 2023
Third Reading:	October 23, 2023

Approved as to form:

____
County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

Fiscal Year 2023-2024 LANCASTER COUNTY BUDGET

The County of Lancaster will hold a public hearing on **Monday, October 23, 2023** at 6:00pm in County Council Chambers, County Office Building, 101 N. Main St., 2nd floor, Lancaster, SC, for the purpose of obtaining written and oral comments from the public concerning the adoption of an Ordinance amending the Fiscal Year 2023-2024 County Budget. Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ORDINANCE 2023-1876 TO AMEND ORDINANCE 2023-1849

TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 (FY2023-2024); TO SPECIFY THE SOURCE OF FUNDS FOR THE SUPPLEMENTAL APPROPRIATIONS:

		Revenue	Expense
General Fund	Supplemental Revenue-Intergovernmental	$66,850	
	State Pay Supplements		$66,850
General Fund	Supplemental Revenue-Donation	$107,500	
	Public Safety Support Donation		$107,500
Capital Project Sales Tax 2 Fund	Supplemental Revenue-Fund Balance	$14,000,000	
	Transfer to other fund		$14,000,000
Capital Project Sales Tax 3 Fund	Supplemental Revenue-Transfer from other fund	$14,000,000	
	Detention Center		$14,000,000

At the time and place fixed for said public hearing, all interested persons who appear will be given an opportunity to express their views for or against this ordinance. Persons requiring special arrangements to attend this meeting due to a physical disability should contact the Administrator's office at 285-1565 at least 24 hours in advance.

Publish Wednesday, October 4, 2023 Lancaster News

...shed in The Lancaster News,
...rolina, in accordance with

SWORN to before me this 4th day of October, 2023

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson
NOTARY PUBLIC
SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1878
Contact Person / Sponsor: Brian Fulk / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 10/23/2023

Council Action Requested:
Approve the Second Reading on October 23, 2023 and the public hearing and Third Reading on November 6, 2023 at which time the company's name would be revealed.

Points to Consider:
Project Lathe is a small existing business located in Lancaster County, SC. The Company intends to invest a minimum of $2,500,000 over a 5 year period.

Funding and Liability Factors:
The Project will be in a multi-county park and we are offering a 50% Special Source Revenue Credit (SSRC) Agreement for the first 5 years of the 20 year agreement. The millage rate will be fixed at 345.5.

Recommendation:
Approve an Economic Development Incentive for Project Lathe.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1878	10/10/2023	Ordinance
Exhibit A to Ordinance 2023-1878 - FILOT Agreement Project Lathe	10/10/2023	Exhibit

STATE OF SOUTH CAROLINA	**)**	
	)	**ORDINANCE 2023-1878**
COUNTY OF LANCASTER	**)**	

AN ORDINANCE TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BETWEEN LANCASTER COUNTY, SOUTH CAROLINA AND PROJECT LATHE PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. **Findings and Determinations**

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and specifically Title 12, Chapter 44 of the Code (the "Fee in Lieu of Tax Simplification Act" or "FILOT Act"), to enter into agreements with business and industry, to offer certain privileges, benefits, and incentives as inducements for economic development within the County whereby the industry would pay fees in lieu of *ad valorem* taxes ("FILOT Payments") with respect to qualified business and industrial projects, through all such powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain and expand in the State and thus utilize and employ the workforce, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

(b) The County, acting by and through its Council, is authorized and empowered to establish, in conjunction with one or more other counties, multicounty industrial and business parks (each, an "MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended (the "MCP Act") to further the investment of capital and the creation of jobs in the County, and to facilitate the provision of special source revenue credits. Under the authority provided by the MCP Act, the county has created an MCP with Chester County governed by that Agreement for the Development of a Joint Industrial and Business Park (_______) dated as of May 21, 2012, by and between Lancaster County and Chester County ("Park Agreement");

(c) Section 12-44-70 of the FILOT Act, Section 4-1-175 of the MCP Act and Section 4-29-68 of the Code authorizes the Council to provide special source revenue credits ("SSRCs") that are applied against FILOT Payments made pursuant to the FILOT Act and MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding, among other things, (*i*) infrastructure serving the project, or (*ii*) improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

(d) Project Lathe, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the "Company"), is considering the investment in an expansion of its manufacturing facility in the County (the "Project"), and, provided that the County enters into certain incentive arrangements with the Company, the Company anticipates that, should plans proceed as expected, investment in the Project will equal or exceed $2,500,000 within the County; and

(e) Pursuant to Resolution No. R-1253-2023, adopted on October 9, 2023, the Council approved an Inducement Resolution providing for, among other things, the commitment of the County to enter into a fee-in-lieu of tax and incentive agreement ("Fee Agreement") with the Company and the provision of SSRCs.

Section 2. Statutory Findings

Based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, Council makes the following additional findings:

(a) The Project will constitute a "project" as referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act.

(b) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(c) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(d) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

Section 3. Approval of Fee In Lieu of Tax and Incentive Agreement

The form, terms, and provisions of the Fee Agreement, attached to this ordinance as Exhibit A, are authorized, ratified and approved, and all the provisions, terms, and conditions thereof are authorized, ratified and approved and the Fee Agreement is incorporated herein by reference as if the Fee Agreement were set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute the Fee Agreement in the name of and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company and performed by the County. The Fee Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel to the County, each such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement attached to this ordinance.

Section 4. Inclusion within the Park

The Project is already located within the Park and governed by the Park Agreement. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to ensure the Project remains within the Park's boundaries for the duration of the Fee Agreement.

Section 4. **Economic Development Fund**

(a) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and MCPs.

(b) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County receives pursuant to the Fee Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Fee Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 5. **Authority to Act**

The Council Chair, Council Secretary, Clerk to County, County Administrator, County Attorney and all other appropriate officials of the County are (and each acting individually is) hereby authorized, empowered, and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 6. **Severability**

If a section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 6. **Conflicting Provisions**

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

Section 8. **Effective Date**

This ordinance is effective upon third reading.

[Signatures follow on next page]

AND IT IS SO ORDAINED

Dated this ____ day of _______________, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

____
Steve Harper, Chair, County Council

____
Billy Mosteller, Secretary, County Council

ATTEST:

____
Sherrie Simpson, Clerk to Council

First Reading:	October 9, 2023
Second Reading:	October 23, 2023
Third Reading:	November 13, 2023
Public Hearing:	November 13, 2023

Approved as to form:

____
Ginny L. Merck-Dupont, County Attorney

Exhibit A to Ordinance 20__-___

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

PROJECT LATHE

Dated as of ___________ ___, 2023

NOTICE: THIS AGREEMENT INCLUDES REPORTING REQUIREMENTS TO BE MADE BY PROJECT LATHE INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENTS SET FORTH IN SECTION 4.02 HEREIN.

SUMMARY OF CERTAIN REPORTING REQUIREMENTS

- Each year during the Term, the Company shall deliver, in the manner set forth in **Section 4.02(e)**, to the County Auditor and the County Director of Economic Development a copy of any property tax form or return it files with the South Carolina Department of Revenue with respect to the Project within five (5) days of delivery thereof to the South Carolina Department of Revenue. The County and the Sponsor expect such tax forms or returns to include, but not be limited to:

  - the South Carolina Department of Revenue Form PT-443 which, under current laws and regulations must be filed within thirty (30) days of the execution of this Agreement with the South Carolina Department of Revenue, the county auditors of the County and Multi-County Park partner county, and the county assessors of the County and the Multi-County Park partner county; and

  - (ii) the South Carolina Department of Revenue Form PT-300 and any applicable schedules thereto (or such successor forms and schedules as may be promulgated by the South Carolina Department of Revenue from time to time), which such form, under current laws and regulations, and subject to certain exceptions, must be filed with the South Carolina Department of Revenue by April 30th of each year (such date being the last day of the fourth month following the Company's closing date for income tax purposes).

- During the Term, the Sponsor shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a property tax year, beginning with May 31, 2024, the annual investment information with respect to the Companies contained in <u>**Exhibit B**</u> attached hereto.

- Information, returns, certifications or other reports to be provided to the County Auditor shall be in writing and delivered either:

  (i) by trackable mail or delivery service to the County Auditor, addressed as follows:

  Lancaster County, South Carolina
  Attn.: County Auditor
  P.O. Box 1809 (29721)
  101 N. Main Street, 2nd Floor (29720)
  Lancaster, South Carolina

  or

  (ii) by e-mail to the County Auditor or Deputy County Auditor; provided, delivery by e-mail shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the County Auditor's office.

- Information, returns, certifications or other reports to be provided to the County Director of Economic Development shall be in writing and delivered either:

(A) by trackable mail or delivery service to the Economic Development Director, addressed as follows:

Lancaster County, South Carolina
Attn.: Economic Development Director
P.O. Box 1809 (29721)
1033 W. Meeting Street (29720)
Lancaster, South Carolina

or

(B) by e-mail to the Economic Development Director; provided, delivery by e-mail shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the Lancaster County Department of Economic Development.

Verbal communication shall not qualify as "delivery" of the information, returns, certifications, or other reports required to be provided under **Section 4.02**.

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

This FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this "Agreement") is dated as of November 13, 2023, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Lathe, a corporation organized and existing under the laws of the State of South Carolina ("Sponsor").

WITNESSETH:

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (*i*) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (*ii*) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); and (*iii*) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park; and

WHEREAS, the Company is considering the acquisition, construction and installation of a project located in the County (the "Project"); and

WHEREAS, the Company anticipates that the Project will result in an investment of at least $2,500,000 in the County; and

WHEREAS, the County Council approved on October 9, 2023, Resolution No. 1253-R2023 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

WHEREAS, as a result of the Company locating the Project in the County, the Company requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to implement the terms of the Project and allow the Company to make FILOT payments pursuant to the Act; and

WHEREAS, for the Project, the parties have determined that Sponsor is a Project Sponsor and that the Project constitutes Economic Development Property within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement: Project Lathe and Lancaster County, South Carolina.

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

Lancaster County, South Carolina
4777 Stoneboro Road, Heath Springs, South Carolina 29058
TMS # 153-1.00

3. Minimum investment agreed upon: Contract Minimum Investment Requirement.

4. Length and term of this Agreement: twenty (20) years for each annual increment of investment in the Project during the Investment Period.

5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.

6. Millage rate applicable for each year of this Agreement: 345.5 mills, except as otherwise provided in the Agreement.

7. Statements

(a) The Project is to be located in a multi-county park;
(b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
(c) Special Source Revenue Credits shall be applied with respect to the Economic Development Property in amounts equal to fifty percent (50%) of the Negotiated FILOT

Payments for five (5) consecutive years beginning with the Negotiated FILOT Payment due without penalty on or before January 15, 2025 and ending with the Negotiated FILOT Payment due without penalty on or before January 15, 2029, *provided*, *however*, *that* the Special Source Revenue Credits shall not apply to the Additional Fee, and *provided, further, that* Special Source Revenue Credits are subject to retroactive and prospective termination as set forth in **Section 5.01(j)** of this Agreement;

(d) Payment will not be modified using a net present value calculation; and

(e) Replacement Property provisions will apply.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

"*Act*" or "*Simplified FILOT Act*" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"*Act Minimum Investment Requirement*" shall mean investment in the Project of not less than $2,500,000 (without regard to depreciation or other diminution in value) during the initial Investment Period (prior to any extension), as required by Section 12-44-30(14) of the Act, which investment amount shall be calculated in accordance with Section 12-44-130 of the Act in determining whether the Companies qualify for the FILOT.

"*Additional Fee*" shall mean the payments, if any, to be made by the Company as set forth in Section 5.01(m) of this Agreement.

"*Administrative Expense*" shall mean the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (*i*) the preparation, review, approval and execution of this Agreement, (*ii*) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (*iii*) the fulfillment of its obligations under this Agreement and any multi-county park documents. Administrative Expenses the County incurs under items (i) and (ii) above shall not exceed $8,000.

"*Affiliate*" shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

"*Agreement*" shall mean this Fee in Lieu of Tax and Incentive Agreement.

"*Code*" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"*Company*" shall mean the Sponsor.

"*Companies*" shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s). Any provision in this Agreement applicable to the "Company" shall be construed to also apply to the "Companies" to the extent one or more Sponsor Affiliate(s) are designated pursuant to **Section 8.04** of this Agreement.

"*Contract Minimum Investment Requirement*" shall mean investment by the Companies in the Project of not less than $2,500,000 (without regard to depreciation or other diminution in value) during the initial Investment Period (prior to any extension).

"*Cost of Special Source Improvements"* shall mean the costs of designing, acquiring, constructing, improving, equipping or expanding the Special Source Improvements.

"*County*" shall mean Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State, and its successors and assigns.

"*County Council*" shall mean the governing body of the County and its successors.

"*Department of Revenue*" shall mean the South Carolina Department of Revenue.

"*Economic Development Property*" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code and in this Agreement.

"*Equipment*" shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor or Sponsor Affiliate and placed in service as part of the Project during the Investment Period in accordance with this Agreement.

"*Event of Default*" shall mean an Event of Default as defined in **Section 11.01** hereof.

"*Existing Property*" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; *provided, however,* that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by a Company during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

"*FILOT*" shall mean the fee-in-lieu of taxes, which Sponsor is obligated to pay to the County pursuant to **Section 5.01** hereof.

"*FILOT Payments*" shall mean the payments to be made by Sponsor pursuant to **Section 5.01** hereof.

"*FILOT Revenues*" shall mean the revenues received by the County from the payment of the FILOT.

"*Investment Period*" shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the property tax year in which the initial Economic Development Property comprising all, or a portion of, the Project is placed in service, unless extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

"*Land*" shall mean the real estate upon which the Project is to be located, more specifically identified as Parcel Identification No. 153-1.00 and described on **Exhibit A** attached hereto. Additional real estate may be included by amendment as provided in the **Section 12.12** of this Agreement.

"*Multi-County Park*" means the multi-county park established pursuant to the Agreement for the Development of a Joint Industrial and Business Park ([●]) dated as of May 21, 2012, between the County and Chester County, South Carolina, as from time to time amended and updated. Multi-County Park includes any subsequent park or any subsequent park agreement that includes the Land, and as authorized by the Multi-County Park Act.

"*Multi-County Park Act*" shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

"*Negotiated FILOT Payment*" shall mean the FILOT due pursuant to **Section 5.01(b)** hereof with respect to that portion of the Project consisting of Economic Development Property.

"*Non-Qualifying Property*" shall mean that portion of the Project consisting of: (*i*) property as to which Sponsor incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (*ii*) Existing Property; and (*iii*) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which Sponsor has terminated the Negotiated FILOT pursuant to **Section 4.03(iii)** hereof.

"*Person*" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"*Project*" shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of Sponsor [or Sponsor Affiliate], including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property, to the extent, and with the exception of the Replacement Property, placed in service during the Investment Period.

"*Released Property*" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to **Section 4.03** hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in **Article VII** hereof, and any infrastructure which any Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"*Replacement Property*" shall mean all property placed in service in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(f)** hereof and Section 12-44-60 of the Code.

"Special Source Improvements" shall mean (i) infrastructure serving the Project, or (ii) improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project.

"Special Source Revenue Credits" shall mean the Special Source Revenue Credits described in **Section 5.01(c)** hereof.

"*Sponsor Affiliate*" shall mean any Person who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of **Section 8.04** of this Agreement.

"*State*" shall mean the State of South Carolina.

"*Term*" shall mean the term of this Agreement, as set forth in **Section 10.01** hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

<u>Section 1.03. References to Agreement</u>. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (*i*) it is a body politic and corporate and a political subdivision of the State; (*ii*) it is authorized by the Act to enter into this Agreement; (*iii*) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (*iv*) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Sponsor. The Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a corporation, validly existing and in good standing under the laws of South Carolina and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT and the Special Source Revenue Credits have been instrumental in inducing Sponsor to locate the Project within Lancaster County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor are pending or threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) The income tax year of Sponsor for federal and state income tax purposes ends December 31.

(e) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a default hereunder or an "Event of Default" as defined herein.

(f) Sponsor intends to operate the Project for the purpose of manufacturing. The Project constitutes a "project" and "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Company in accordance with **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (*i*) the construction or acquisition of the Project; (*ii*) environmental matters pertaining to the Project; (*iii*) the offer or sale of any securities; or (*iv*) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company the benefits of the Negotiated FILOT Payments and the Special Source Revenue Credits in consideration of the Company's decision to locate the Project within Lancaster County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act, in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Companies benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes or FILOT payments pursuant to the Multi-County Park Act, as the case may be, and that, to the extent permitted by law, the Company shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if such Company were obligated to pay *ad valorem* taxes, or make FILOT payments pursuant to the Multi-County Park Act, as the case may be, hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Companies to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which the Companies would have paid as *ad valorem* taxes, or as FILOT payments pursuant to the Multi-County Park Act, as the case may be, including all exemptions, credits, and depreciation for which the Companies would have otherwise been eligible if it were obligated to pay *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this **Section 3.03** unless the Sponsor has otherwise complied with or provided satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to take action to place the Land in the Multi-County Park, if not already in the Multi-County Park, until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

REPORTING; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. [Reserved].

Section 4.02. Reporting and Filing.

(a) The Companies shall maintain, or cause to be maintained, such books and records with respect to the Project as will permit the identification of the portions of the Project placed in service, the amount of investment with respect thereto, any computations of the FILOT Payments and the Special Source Revenue Credits hereunder, the Companies' compliance with the Contract Minimum Investment Requirement. The Companies agree to comply with all reporting requirements of the State and the County applicable to FILOT property under the Act and the Multi-County Park Act.

(b) A County Official may request and obtain such financial books and records from the Companies that supports the respective reports and returns of the Companies as may be reasonably necessary to verify the calculations of the FILOT Payments and the Special Source Revenue Credits, or the Companies' compliance with the Contract Minimum Investment Requirement. For purposes of this Agreement, the term "County Official" includes the County Administrator, County Auditor, County Assessor, County Treasurer, and the County Director of Economic Development.

(c) Each year during the Term, the Company shall deliver, in the manner set forth in **Section 4.02(e)** below, to the County Auditor and the County Director of Economic Development a copy of any property tax form or return it files with the South Carolina Department of Revenue with respect to the Project within five (5) days of delivery thereof to the South Carolina Department of Revenue. The County and the Companies expect such tax forms or returns to include, but not be limited to:

(i) the South Carolina Department of Revenue Form PT-443 which, under current laws and regulations must be filed within thirty (30) days of the execution of this Agreement with the South Carolina Department of Revenue, the county auditors of the County and Multi-County Park partner county, and the county assessors of the County and the Multi-County Park partner county; and

(ii) the South Carolina Department of Revenue Form PT-300 and any applicable schedules thereto (or such successor forms and schedules as may be promulgated by the South Carolina Department of Revenue from time to time), which such form, under current laws and regulations, and subject to certain exceptions, must be filed with the South Carolina Department of Revenue by April 30th of each year (such date being the last day of the fourth month following the Company's closing date for income tax purposes).

(d) During the Term, the Sponsor shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a property tax year, beginning with May 31, 2024, the annual investment information with respect to the Companies contained in **Exhibit B** attached hereto.

(e) If any of the information, returns, certifications, or other reports set forth in this **Section 4.02** are not timely delivered, in writing, to the appropriate County officials, in addition to any other remedy available to the County, the County may withhold the applicability of the FILOT and the Special Source Revenue Credits against the FILOT Payments otherwise provided pursuant to this Agreement for the applicable property tax year. Further, if such information, returns, certifications, or other reports with respect to a property tax year are not delivered, in writing, to the appropriate County officials by March 1 of the following property tax year, in addition to any other remedy available to the County, the FILOT and the Special Source Revenue Credits against the FILOT Payments otherwise provided pursuant to this Agreement for such property tax year shall be forfeited.

Information, returns, certifications or other reports to be provided to the County Auditor pursuant to this **Section 4.02** shall be in writing and delivered either:

(i) by trackable mail or delivery service to the County Auditor, addressed as follows:

Lancaster County, South Carolina
Attn.: County Auditor
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)

Lancaster, South Carolina

or

(ii) by e-mail to the County Auditor or Deputy County Auditor; provided, delivery by e-mail pursuant to this **subsection (ii)** shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the County Auditor's office.

Information, returns, certifications or other reports to be provided to the County Director of Economic Development pursuant to this **Section 4.02** shall be in writing and delivered either:

(A) by trackable mail or delivery service to the Economic Development Director, addressed as follows:

Lancaster County, South Carolina
Attn.: Economic Development Director
P.O. Box 1809 (29721)
1033 W. Meeting Street (29720)
Lancaster, South Carolina

or

(B) by e-mail to the Economic Development Director; provided, delivery by e-mail pursuant to this **subsection (B)** shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the Lancaster County Department of Economic Development.

Verbal communication shall not qualify as "delivery" of the information, returns, certifications, or other reports required to be provided under this **Section 4.02**.

(f) The County acknowledges and understands that the Companies may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Companies' operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Companies and could have a significant detrimental impact on the Companies' employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Companies, their agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any Person other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential

Information, the County shall notify the Companies and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

As long as no event of default exists hereunder, the Sponsor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Sponsor may, at its own expense, add to the Project any real and personal property as the Company, in its discretion, deems useful or desirable.

(ii) In any instance where Sponsor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County, as such may be permitted under the Simplified FILOT Act.

(iii) The Sponsor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in **Section 5.01**) set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in **Section 5.01(b)(i)** hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties agree that, during the Term of this Agreement, the Companies shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this **Section 5.01**, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each property tax year shall equal:

(i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, depreciation, rebates and abatement that would be available if such undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty (20) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this **Section 5.01** (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each property tax year based on:

(i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code);

(ii) a fixed millage rate equal to 345.5mills, for the Term; and

(iii) an assessment ratio of six percent (6%).

All calculations of the Negotiated FILOT Payments shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

To defray or reimburse the Cost of Special Source Improvements, Special Source Revenue Credits shall be applied with respect to Economic Development Property in amounts equal to fifty percent (50%) of the Negotiated FILOT Payments for five (5) consecutive years beginning with the Negotiated FILOT Payment due without penalty on or before January 15, 2025 and ending with the Negotiated FILOT Payment due without penalty on or before January 15, 2029, *provided, however, that* the Special Source Revenue Credits shall not apply to the Additional Fee, and *provided, further, that* Special Source Revenue Credits are subject to retroactive and prospective termination as set forth in **Section 5.01(j)** of this Agreement. Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate Cost of Special Source Improvements funded from time to time in connection with the Project by the Companies. If the Companies have made a written election to include, as part of the Special Source Improvements, any personal property, and has provided notice to the County of such election, and the Companies subsequently remove or dispose of such personal property from the Project during the term of this Agreement and have claimed Special Source Revenue Credits against FILOT Payments based on such personal property, then the Companies are required to continue to make FILOT Payments on the removed personal property for the two years immediately following the year in which the Companies remove such personal property from the Project. The amount of the FILOT Payments due on the removed personal property is equal to the FILOT Payments due on the personal property for the year in which the Companies remove or dispose of the personal property. If the Companies replace such personal property with qualifying replacement property, then the removed personal property is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the FILOT Payments required in this subsection only if and to the extent that the Act or the Multi-County Park Act so require at the time the personal property in question is removed or disposed of.

(d) The FILOT Payments are to be recalculated:

(i) to reduce such payments in the event any Company disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in **Section 4.03** hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in **Section 5.01(c)** hereof, in the event any Company adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if any Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by **Section 5.01(b)(i)** above, as permitted by **Section 4.03(iii)** above.

(e) [Reserved]

(f) Upon any Company's placement in service of any Replacement Property for any portion of the Project removed under **Section 4.03** hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same property tax year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payment for the period of time remaining on the FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT Payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT Payment.

(g) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in **Section 5.01(b)(i)** hereof. In such event, the Company shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemptions or credits allowed by law; and (2) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement are reformed pursuant to this **Section 5.01(g)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(h) This Agreement is automatically terminated in the event that the investment in the Project does not satisfy the Act Minimum Investment Requirement by the end of the initial Investment Period. If terminated pursuant to this **Section 5.01(h)**, the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, as the case may be, would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the Project been taxable, taking into account exemptions from property taxes and depreciation that would have been available to the Company, and the total amount of Negotiated FILOT Payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes, or FILOT payments pursuant to the Multi-County Park Act, would be pursuant to this **Section 5.01(h)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) This Agreement is automatically terminated, and the Project shall thereafter be subject to *ad valorem* taxes, in the event that either (1) the investment in the Project satisfies the Act Minimum Investment Requirement by the end of the initial Investment Period, but following the initial Investment Period falls below the Act Minimum Investment Requirement, or (2) the investment in the Project fails to satisfy the Contract Minimum Investment Requirement by the end of the initial Investment Period.

(j) In the event the Contract Minimum Investment Requirement is not satisfied at the end of the initial Investment Period or is not maintained for each year thereafter in which the Company would otherwise be entitled to receive a Special Source Revenue Credit, the Special Source Revenue Credits applicable to each Negotiated FILOT Payment due with respect to the Project shall be terminated on a retroactive and prospective basis. To the extent that the Special Source Revenue Credit is terminated, there shall be due and payable from the Company to the County an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid after taking into account any Special Source Revenue Credits that did apply to such Negotiated FILOT Payments, and the Negotiated FILOT Payments which would have been paid in the absence of any Special Source Revenue Credits, together with interest on such difference calculated in the manner as provided in Section 12-54-25 of the Code, or any successor Code provision.

(k) Unless otherwise provided by the Act, any amounts due to the County under this **Section 5.01** by virtue of the application of subsections (h), (i) or (j) shall be paid within ninety (90) days, following written notice thereof from the County to the applicable Company.

(l) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Sponsor ceases operations. For purposes of this **Section 5.01(l)**, "**ceases operations**" means closure of the Sponsor's facility in the County for a period of 365 consecutive days. The Company agrees that if this Agreement is terminated pursuant to this **Section 5.01(l)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(m) To the extent the County levies additional millage for the specific purpose of providing either fire or EMS services, or both, during the Term of this Agreement, the Company shall pay an additional fee to the County (the "Additional Fee") calculated in the same manner set forth above in Section 5.01(c), provided the component set forth in subsection (ii) of such calculation shall equal the additional millage so levied. The Additional Fee shall be paid annually at the same time, and subject to the same terms and penalties, as each FILOT Payment is due pursuant to this Agreement.

ARTICLE VI

PAYMENTS BY COMPANIES

<u>Section 6.01. Defaulted Payments</u>. In the event a Company should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of such Company until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

<u>Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation</u>. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties agree that if such Company decides not to repair or replace all or any portion of the Project pursuant to this **Section 7.01**, the FILOT required pursuant to **Section 5.01** hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes, or FILOT Payments pursuant to the Multi-County Park Act, as the case may be, were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for the purposes identified in **Section 2.02(f)** of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act (or any amendments thereto), the Company may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of such Company, to one or more Related Entities (as defined in **Section 9.01** below) without adversely affecting the benefits of such Company or its assignees pursuant to any such agreement or the Act. Each Company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act, and the County agrees, upon the request of such Company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to not unreasonably withhold its consent, approval or ratification.

Section 8.03. Indemnification. The Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. The County is entitled to use counsel of its choice and the Sponsor shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described immediately above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs. The County may request the Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor's expense. The Sponsor is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsor is not entitled to settle any such claim without the consent of that Indemnified Party. An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Notwithstanding anything in this Section or this Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; or (ii) resulting from that Indemnified Party's own negligence, gross negligence, intentional acts, bad faith, fraud, deceit, or willful misconduct.

The indemnity specified in this **Section 8.03** shall be in addition to any heretofore extended by the Company to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in **Section 8.02** hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds $5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to **Section 5.01** of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. The Company shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this **Section 8.04** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. The Company may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; *provided, that,* in connection with any of the foregoing transfers: (*i*) except in connection with any transfer to an Affiliate of any Company (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), such Company shall first obtain the prior written consent of the County which shall not be unreasonably withheld; (*ii*) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of such Company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of such Company hereunder, but all obligations of such Company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (*iii*) such Company, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (*iv*) such Company and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT Payment or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Revenues, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by any Company with respect to the Project pursuant to **Section 9.01** hereof, such subordination to be effective without any additional action on the part of the County; *provided, however,* that the County agrees, at such Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the later of (i) the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder, or (ii) the day that all Special Source Revenue Credits due from the County have been fully provided by the County. With respect to the Negotiated FILOT Payments arrangement, the Project has a term of twenty (20) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service. The County's rights to receive indemnification and payment of Administrative Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time, as to all or a portion of the Project, upon providing the County thirty (30) days' notice of such termination, in which event all or such portion of the Project, as the case may be, shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this **Section 10.02** at any time during the initial Investment Period prior to the Company meeting the Act Minimum Investment Requirement, amounts due to the County as a result thereof, if any, shall be calculated as provided in **Section 5.01(h), (i)** and **(j)** hereof, as applicable. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(1) if default shall be made by the Company in the due and punctual payment of any FILOT Payments, Additional Fees, indemnification payments, or Administrative Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; or

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for ninety (90) days after the County shall have given the Company written notice of such default, *provided, that* the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and *provided, further,* that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

Section 11.02. Remedies on Event of Default by a Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pursuant to **Section 4.02(c)** above; or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. *Provided, however,* that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administrative Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administrative Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administrative Expenses.

(b) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any Special Source Revenue Credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at One Thousand and No/100 dollars ($1,000.00).

Section 12.05. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. Unless otherwise provided in this Agreement, all notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina

With a copy to (which shall not constitute notice):

Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721

(b) As to the Sponsor:

Project Lathe
ATTN:________________________
____
____

With a copy, in each case, to (which shall not constitute notice):

Nelson Mullins Riley & Scarborough, LLP
ATTN: Edward G. Kluiters
1320 Main Street, 17^{th} Floor
Columbia, South Carolina 29201

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties with each other, and no party has made nor shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts; Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may conclusively be relied upon by any party to this Agreement.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties.

Section 12.13. Waiver. A party may waive compliance by any other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. A party shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, pandemics inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond such party's reasonable control.

[EXECUTION PAGES FOLLOW]

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Fee in Lieu of Tax and Incentive Agreement to be executed in its name and behalf by the Council Chair and Council Secretary and to be attested by the Clerk to Council; and the Company has caused this Fee in Lieu of Tax and Incentive Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

____

_______________, Chair, County Council

____

_______________, Secretary, County Council

ATTEST:

____

________________, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

PROJECT LATHE

____

Name

____

Title

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

DESCRIPTION OF LAND

EXHIBIT B

ANNUAL INVESTMENT CERTIFICATION

To be Filed Annually, by May 31st, with:

Lancaster County, South Carolina
Attn.: County Auditor
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina 29721

Lancaster County, South Carolina
Attn.: Economic Development Director
P.O. Box 1809 (29721)
1033 W. Meeting Street (29720)
Lancaster, South Carolina 29721

I ________________, the _____________ of Project Lathe (the "Company"), do hereby certify in connection with the Fee In Lieu of Tax and Incentive Agreement dated as of ____________, 2023 (the "Agreement") between Lancaster County, South Carolina, and the Company as follows:

(1) As of December 31, 20__, the total amount of Special Source Revenue Credits received by the Company is as follows:

Special Source Revenue Credits received by the Company $ _________________________

(2) As of December 31, 20__, the total amount of investment by the Company in Project Costs of Special Source Improvements is not less than $__________.

(3) As of December 31, 20__, the capital investment in the Project made and maintained by the Company is not less than $______________.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of __________, 20__.

PROJECT LATHE

By:_______________________________________
Name:___________________________________
Its:______________________________________

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1877 / Planning Case Nunber: RZ-2023-1464
Contact Person / Sponsor: M. Blaszyk /Planning Department
Department: Planning
Date Requested to be on Agenda: 10/23/2023

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

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

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

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

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

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

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

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

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

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

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

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

Recommendation:

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

Staff recommends denial as well.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1877	10/17/2023	Ordinance
Staff Report - Amended	10/16/2023	Planning Staff Report
Application	8/25/2023	Exhibit
Plat	8/25/2023	Exhibit
Deed	8/25/2023	Exhibit
Location Map	9/6/2023	Exhibit
Traffic Memo	9/22/2023	Ordinance
Stacking Plan from Applicant	10/3/2023	Backup Material
Restrictive Covenants	10/16/2023	Backup Material

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2023-1877
COUNTY OF LANCASTER)

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

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

Section 2. Rezoning.

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

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

Section 3. **Severability.**

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

Section 4. **Conflicting Provisions.**

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

Section 5. **Effective Date.**

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this ___________ day of ________________________, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

____
Steve Harper, Chair, County Council

____
Billy Mosteller, Secretary, County Council

ATTEST:

____
Sherrie Simpson, Clerk to Council

First Reading:	October 23, 2023
Public Hearing:	October 9, 2023
Second Reading:	November 13, 2023
Third Reading:	November 27, 2023

Approved as to form:

____
Virginia Merck-Dupont, County Attorney

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

OVERVIEW:

Proposal

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

Site Information

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

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

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

Summary of Adjacent Zoning and Uses

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

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

Economic Development / Fee in Lieu (FILOT) Agreement:

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

ANALYSIS & FINDINGS:

Zoning Districts

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

Requested INS

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

RELATIONSHIP TO PUBLIC PLANS

Specialty Employment Center:

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

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

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

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

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

INFRASTRUCTURE CONSIDERATIONS

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

Public Utilities

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

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

PHOTOS OF PROJECT AREA:

Ariel View of Subject Parcel

Facing Existing Building on Subject Parcel. Proposed Private School Site

STAFF RECOMMENDATION:

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

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

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

PLANNING COMMISSION MEETING, 9/19/23:

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

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

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

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

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

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

ATTACHMENTS:

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

STAFF CONTACT:

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

Lancaster County
South Carolina

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
www.mylancastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 1662 Macmillan Park Drive

City Fort Mill State SC Zip 29707 Tax Parcel ID 0007-00-008.05

Current Zoning LI Current Use Vacant Office

Proposed Zoning INS Total Acres 7.286

Project Description 23,000 SF Vacant office building to be converted to private K-12 School

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

CONTACT INFORMATION

Applicant Name Greybridge Macmillan, LLC - Brian Cillian

Address 910 Giacomo Dr.

City Waxhaw State NC Zip 28173 Phone 704-681-4270

Fax ______ Email brian@greybridgepartners.com

Property Owner Name LEHSC Macmillan, LLC & Greybridge Macmillan, LLC

Address 910 Giacomo Dr

City Waxhaw State NC Zip 28173 Phone 704-681-4270

Fax ______ Email brian@greybridgepartners.com

Contact - Brian Cillian
704-681-4270

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

8/9/23

Applicant ______________________ Date 8/1/23

8/9/23

Property Owner(s) ______________________ Date 8/1/23

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.

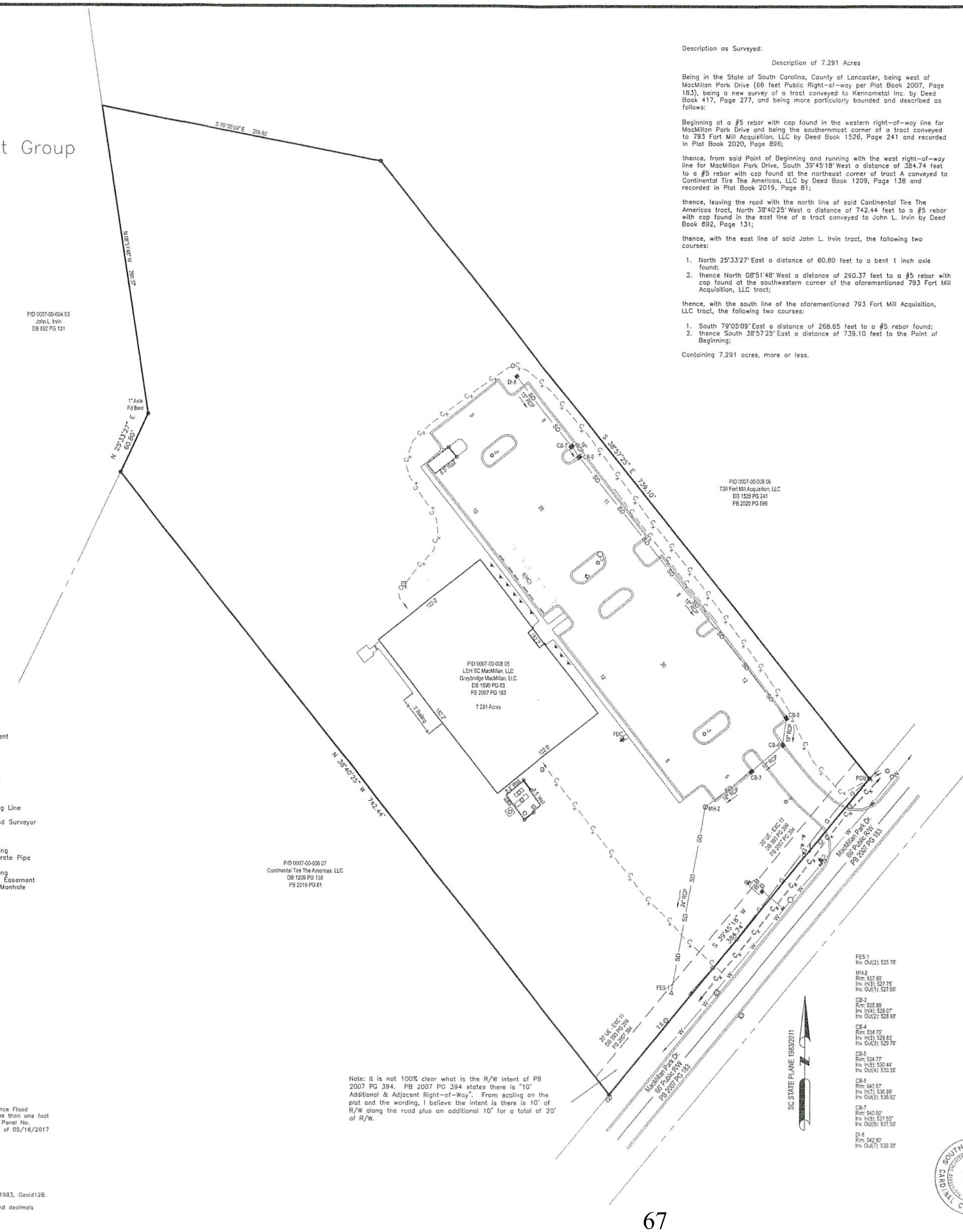
ALTA/ACSM Survey
for
Client: Lischerong Development Group

PID: 0007-00-008.05
1662 Macmillan Park Drive
Fort Mill, SC 29707

Lancaster County

Cardinal
CIVIL RESOURCES

1901 Associates Lane, Suite C
Charlotte, NC 28217
Phone: 980.310.6133
Russell Claus, PLS
russell@cardinalsurvey.com



Note: It is not 100% clear what is the R/W intent of PB 2007 PG 394. PB 2007 PG 394 states there is "10' Additional & Adjacent Right-of-Way". From scaling on the plat and the wording, I believe the intent is there is 10' of R/W along the road plus an additional 10' for a total of 20' of R/W.

LEGEND

- = Iron Rebar Found, #5 unless noted otherwise
- = #5 Iron Rebar Set
- = Catch Basin
- = Storm Manhole
- = Sewer Manhole
- = Water Meter
- = Water Valve
- = Water Vault
- = Transformer
- = Electrical Box/Cabinet
- = Sign
- = Cleanout
- = Utility Handhole
- = Communications Handhole
- = Communications Pedestal
- = Power Meter
- = Generator
- = Drop Inlet
- = Flag Pole
- = Property Line Surveyed
- = Property Line Not Surveyed
- = Minor Contour
- = Major Contour
- SD = Storm Drainage Line
- SS = Sanitary Sewer Line
- = Paint Striping
- = Concrete
- = Curb and Gutter

ABBREVIATIONS

BM = Benchmark
Btm = Bottom
BC = Back of Curb
CB = Catch Basin
DB = Deed Book
DI = Drop Inlet
Elev = Elevation
EP = Edge of Pavement
EXC = Exception
Fd = Found
FH = Fire Hydrant
HC = Handicapped
HH = Handhole
IPF = Iron Pipe Found
IRF = Iron Rod Found
LP = Light Pole
MB = Map Book
MBL = Minimum Building Line
NCPLS= North Carolina Professional Land Surveyor
PG = Page
PID = Parcel ID
PKF = PK Nail Found
POB = Point of Beginning
RCP = Reinforced Concrete Pipe
R/W = Right of Way
POB = Point of Beginning
SDE = Storm Detention Easement
SSMH= Sanitary Sewer Manhole
STMH= Storm Manhole
SQ FT= Square Feet
TS = Test Station
UE = Utility Easement

0 25 50 100
(IN FEET)
1 inch = 50 ft.

23-181
DRAWN BY: ZH
08/01/2023

Vicinity Map

Site

Not to Scale

Notes:

1. Subject Tract: PID 0007-00-008.05
2. Subject Owner: LEH SC MacMillan, LLC
   Greybridge MacMillan, LLC
3. Subject Deed/Plat: DB 1690 PG 63
   PB 2007 PG 183
4. Subject Address: 1662 Macmillan Park Drive
   Fort Mill, SC 29707
5. Subject Acreage: 7.291 Acres
6. Subject Zoning: Not Provided
7. Subject Tract is graphically located in Zone X (0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) per FEMA Panel No. 45057C0020E and 45057C0060D with a respective effective date of 05/16/2017 and 08/16/2011.
8. Existing Parking: 141 (Standard)
   6 (Handicap)
9. Unadjusted ratio of precision: 1: 10,000+
10. Contour Interval: N/A
11. Coordinates derived from VRS using South Carolina State Plane 1983, Geoid12B.
12. All distances shown are ground distances in International Feet and decimals thereof.
13. Field work completed on June 16, 2023.

Description as Surveyed:

Description of 7.291 Acres

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

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

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

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

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

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

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

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

Containing 7.291 acres, more or less.

Chicago Title Insurance Company
Commitment Number: 23-06438CH
Commitment Date: May 16, 2023

SCHEDULE B, PART II – Exceptions

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met. (NOT A MATTER OF SURVEY)
2. Taxes or assessments for the year 2023, and subsequent years, not yet due or payable. (NOT A MATTER OF SURVEY)
3. All deferred taxes. (Exception to be deleted upon satisfaction of Schedule B, Part I, Item 7.) (NOT A MATTER OF SURVEY)
4. Any discrepancy, conflict, matters regarding access, shortage in area or boundary lines, encroachment, encumbrance, violation, variation, overlap, setback, easement or claims of easement, riparian right, and title to land within roads, ways, railroads, watercourses, burial grounds, marshes, dredged or filled areas or land below the mean highwater mark or within the bounds of any adjoining body of water, or other adverse circumstance affecting the Title that would be disclosed by a current inspection and accurate and complete land survey of the Land.
5. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.
6. Any right, easement, setback, interest, claim, encroachment, encumbrance, violation, variations or other adverse circumstance affecting the Title disclosed by plat(s) recorded in Plat Number 3852; Plat Book 2007, page 183; and Plat Book 2007, page 1167. (PLAT 3852 HAS BEEN SUPERSEDED BY PB 2007 PG 183 AND DOES NOT AFFECT SUBJECT TRACT, PB 2007 PG 183 IS THE CURRENT PLAT OF RECORD AND AFFECTS SUBJECT TRACT; PB 2007 PG 1167 DOES NOT AFFECT SUBJECT TRACT – PUBLIC DEDICATION OF MACMILLAN PARK DRIVE)
7. Covenants, conditions, restrictions, easements, and liens provided for in MacMillan Industrial Park Declaration of Covenants, Conditions and Restrictions filed for record in Book 4, page 14; as amended and restated by MacMillan Business Park Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Book 399, page 37; as affected by Quitclaim Title to Real Estate recorded in Book 1550, page 163, and any related maps, plans, bylaws and other document(s) and amendment(s). (AFFECTS SUBJECT TRACT, BLANKET IN NATURE)
8. Easement Agreement by and between Springland Associates, LLC and MacMillan Investments I, LLC recorded in Book 384, page 275. (DOES NOT AFFECT SUBJECT TRACT, R/W FOR MACMILLAN PARK DRIVE)
9. Sign Easement Agreement by and between Springland Associates, LLC; and Nutramax Distribution, LLC recorded in Book 1569, page 47. (DOES NOT AFFECT SUBJECT TRACT)
10. Right of Way Easement to Lancaster County recorded in Book 1470, page 313. (NOT PLOTTABLE WITH INFORMATION PROVIDED)
11. General Easement to Fort Mill Telephone Company recorded in Book 393, page 209. (AFFECTS SUBJECT TRACT AS SHOWN ON SURVEY)
12. General Permit to Fort Mill Telephone Company recorded in Book Y-5, page 369. (DOCUMENT NOT PROVIDED)

DESCRIPTION PER TITLE COMMITMENT:

Lying and being situate in Lancaster County, SC, and being more particularly described as follows:

All that certain piece, parcel or tract of land lying and being situate in Indian Land Township, Lancaster County, South Carolina on the west side of MacMillan Park Drive, approximately 1774 feet south of its intersection with South Carolina Highway 160 in MacMillan Business Park, containing 7.286 acres, more or less and being all of Tract 2 as shown on a map entitled "Plat of Property of Kennametal, Inc." according to the plat thereof recorded in Plat Book 2007, page 183 in the Office of the Register of Deeds of Lancaster County, South Carolina.

To: Lischerong Development Group

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6a, 6b, 7a, 8, 9, 11a, 11b, and 13 of Table A thereof. The fieldwork was completed on June 16th, 2023.

Russell Claus 8/1/23
Russell Claus, SCPLS No. 39076 Date

I, hereby state that to the best of my professional knowledge, information, and belief, the survey shown hereon was made in accordance with the requirements of the Standards of Practice Manual for Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.

Russell Claus 8/1/23
Russell Claus, SCPLS No. 39076 Date

SOUTH CAROLINA CARDINAL CIVIL RESOURCES

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 39076 RUSSELL CLAUS

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

Upon Recording Mail To: Grantee

Recording Time, Book & Page

SOUTH CAROLINA QUITCLAIM DEED

COUNTY: Lancaster

TAX MAP NUMBER: 0007-00-008.05
DATE: July 24, 2023

Grantor	Grantee
Kennametal, Inc., a Pennsylvania corporation	**LEH SC MacMillan, LLC,** a South Carolina limited liability company (as to a 50% undivided interest as a tenant in common) **Greybridge MacMillan, LLC,** a South Carolina limited liability company (as to a 50% undivided interest as a tenant in common)
Mailing Address: 525 William Penn Place, Suite 3300 Pittsburgh, PA 15219	Mailing Address: 910 Giacomo Drive Waxhaw, NC 28173

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

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

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

SEE EXHIBIT A attached hereto and incorporated herein by reference

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

01198-034/00472780-1

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

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

[Signatures appear on the immediately following page]

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

Kennametal, Inc.,
a Pennsylvania corporation

Julie C. McClorkle
Witness#1

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

Katrina Wolfe
Witness#2

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

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

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

Katie Sue Laut
Notary Public for Pennsylvania

My Commission Expires:

June 8, 2025

Commonwealth of Pennsylvania - Notary Seal
Katie Sue Laut, Notary Public
Allegheny County
My commission expires June 8, 2025
Commission number 1314429
Member, Pennsylvania Association of Notaries

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

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

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

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

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

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

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

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

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

Containing 7.291 acres, more or less.

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

Tax Map Number: 0007-00-008.05

COMMONWEALTH OF PENNSYLVANIA

AFFIDAVIT

COUNTY OF ALLEGHENY

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

1. We have read the information on this Affidavit and we understand such information.

2. Property containing approximately 7.286 acres in Lancaster County, South Carolina, being all of Lancaster County Tax Map Number 0007-00-008.05, and being more particularly described on Exhibit A attached hereto, was transferred from Kennametal, Inc., as Grantor, to Greybridge MacMillan, LLC; LEH SC MacMillan, LLC, collectively, as Grantee, on July 24, 2023.

3. Check One of the Following:

   (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) _X_ EXEMPT from the deed recording fee because of exemption 12-24-40(12) of the South Carolina Code of Laws (quitclaim deed).

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

4. Check one of the following if either 3(a) or 3(b) has been checked:

   (a) ____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $____________.
   (b) ____ The fee is computed on the fair market value of the realty which is $____.
   (c) ____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $________________.

5. Check YES ___ or NO _X_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If YES, the amount of the outstanding balance of this lien or encumbrance is $_________.

6. The DEED Recording Fee is computed as follows:
   (a) $____-0-____, the amount listed in 4 above, LESS
   (b) $____-0-____, the amount listed in 5 above (if none, show 0)
   (c) $____-0-____, Subtract 6(b) from 6(a) and place result.

7. The deed recording fee is due based on the amount listed on Line 6(c) above and the deed recording fee due is __________.

8. As required by Code Section 12-24-70, we state that we are responsible persons who were connected with the transaction as Grantor.

01198-034/00472781-1

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

KENNAMETAL, INC.,
a Pennsylvania corporation

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

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

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

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

Katie Sue Laut
Notary Public for Pennsylvania

My Commission Expires:

June 8, 2025

Commonwealth of Pennsylvania - Notary Seal
Katie Sue Laut, Notary Public
Allegheny County
My commission expires June 8, 2025
Commission number 1314429
Member, Pennsylvania Association of Notaries

01198-034/00472781-1

Exhibit A

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

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

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

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

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

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

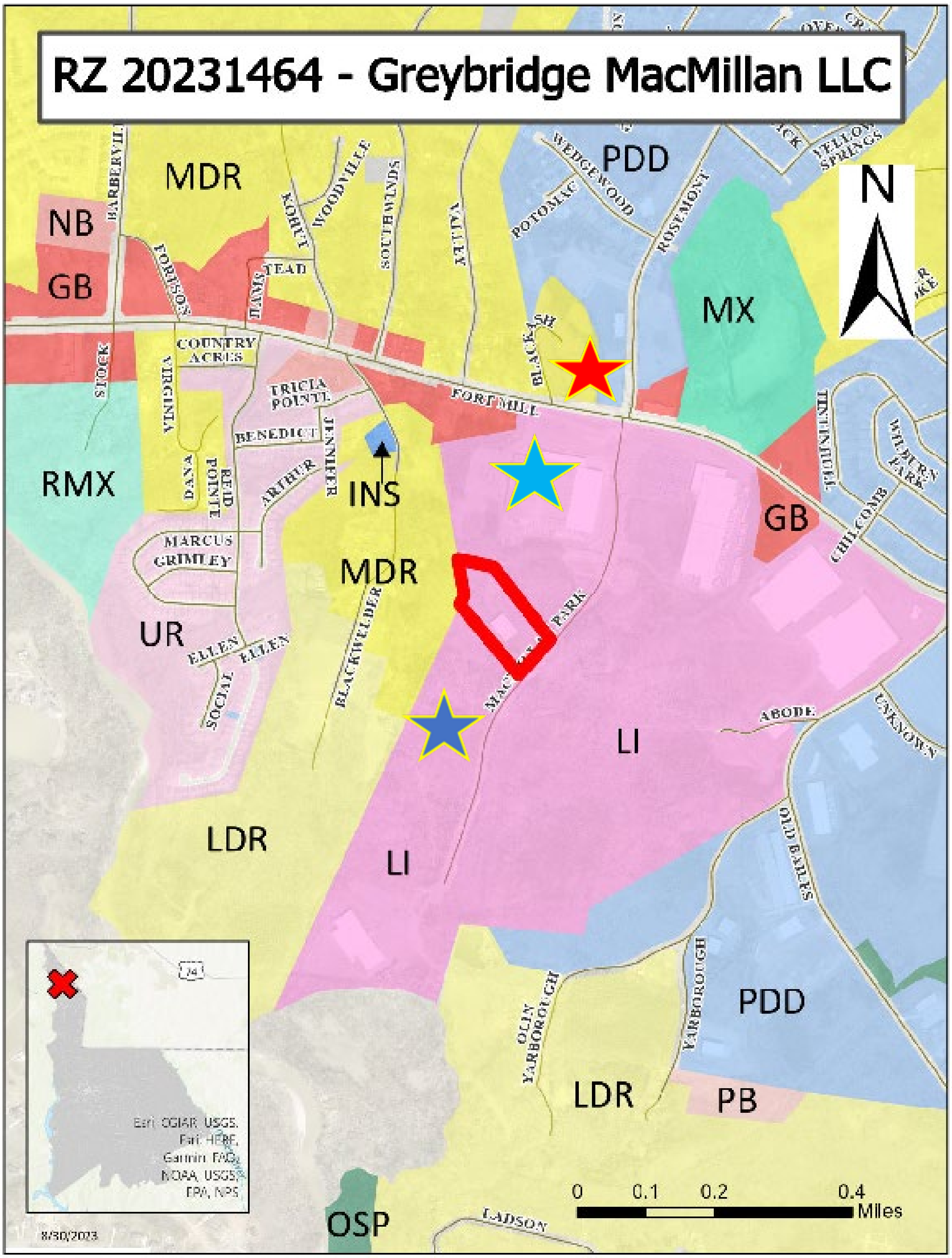
thence, with the south line of the aforementioned 793 Fort Mill Acquisition, LLC tract, the following two courses:

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

Containing 7.291 acres, more or less.

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

Tax Map Number: 0007-00-008.05



Lancaster County
South Carolina

Proposal:
Rezoning LI to INS

Continental Tire

Rosemont Residential Development

Nutramax Distribution

Subject Property

Kimley»Horn

TRANSPORTATION TECHNICAL MEMORANDUM

To: Stephen Blackwelder, Lancaster County

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

Date: September 13, 2023

Subject: ***Marvin Academy Traffic Analysis***

SOUTH CAROLINA KIMLEY-HORN AND ASSOCIATES, INC No. C00166 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 20628 AMY B. MASSEY

9·13·2023

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

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

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

Table 1 - Trip Generation

ITE LUC	Land Use	Intensity		Daily	AM Peak Hour			PM Peak Hour			Peak Hour Type/Data Source
					Total	In	Out	Total	In	Out	
Proposed Site											
532	Private School (K-12)	150	Students	372	119	75	44	26	11	15	Adj Street/ITE Rate
Existing Site to be Removed											
710	General Office	23,000	SF	323	47	41	6	49	8	41	Adj Street*/ITE Eqn
Net New External Trips (Proposed - Existing)				49	72	34	38	-23	3	-26	

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

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

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

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

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

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

Please contact me with questions.

Cc:

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

Attachments:

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

Kimley»Horn	**Marvin Academy Transportation Technical Memorandum**	**Vicinity Map**	**Figure 1**

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

To: Stephen Blackwelder, Lancaster County

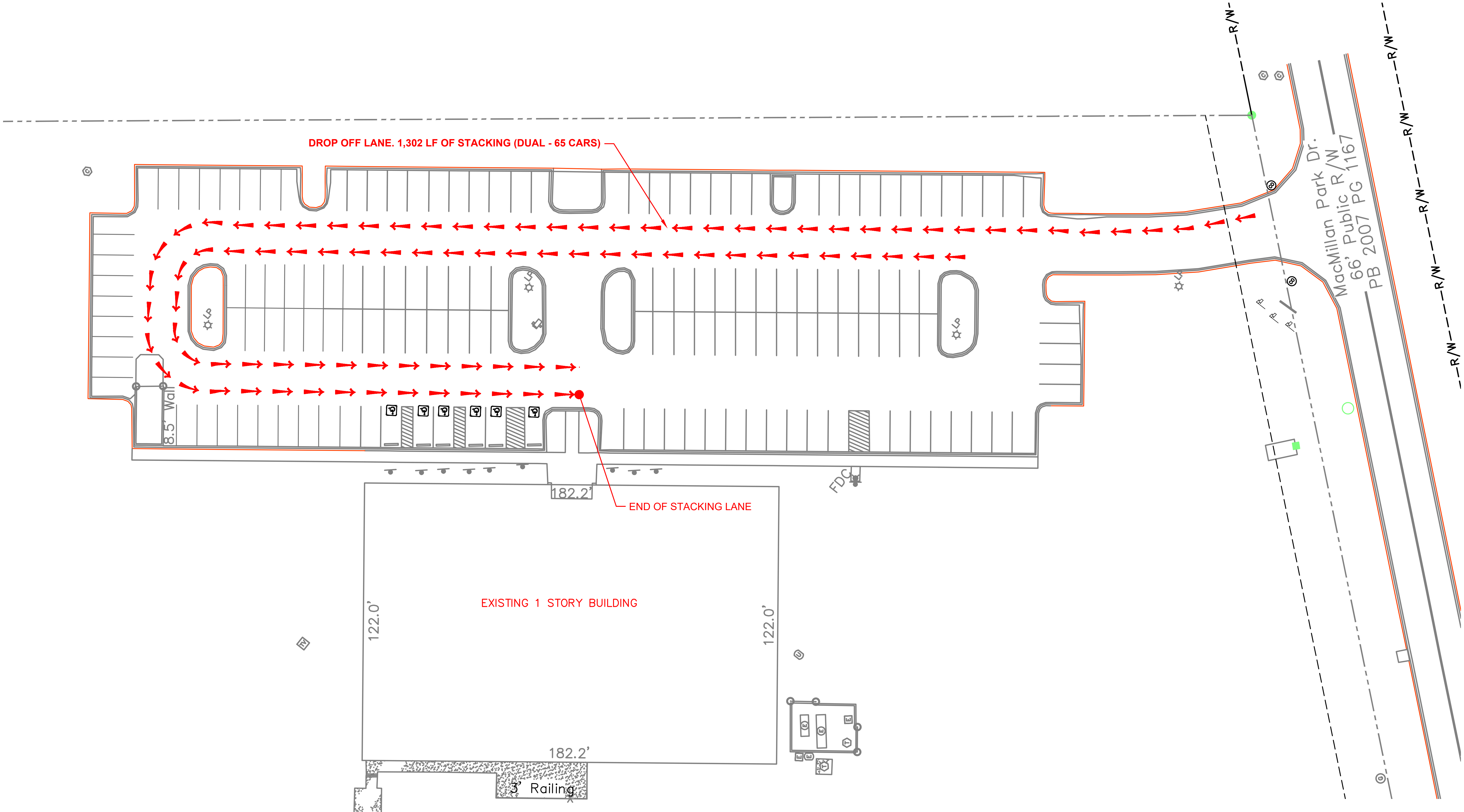
Date: September 11, 2023

Subject: Marvin Academy TDM

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

Sincerely,

Jarrika Coutchure
Head of School
Marvin Academy Christian School



STACKING PLAN

SCALE: 1"=40'

V3co.com

MacMillan Park Drive

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

landscape architecture | planning | civil engineering | surveying

V3 Southeast

SC FIRM#: 6790, LAF-459

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

0002270 Bk: 0004 Pg: 0014

MacMILLAN INDUSTRIAL PARK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

0072629.06
LIB: RH

TABLE OF CONTENTS

0072629.06
LIB: RH

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

MacMILLAN INDUSTRIAL PARK
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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

WITNESSETH:

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

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

ARTICLE I

Definitions

Section 1. Definitions.

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

b. "Architectural Guidelines" shall mean the guidelines prepared and issued, from time to time, by the Architectural Review Committee for the purpose of reviewing and approving all Plans, the initial version of which is attached hereto as Exhibit C, and incorporated herein by this reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

Properties

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

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

ARTICLE III

Common Property

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

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

a. Subject to the provisions of this Declaration, the right of the Association or the Declarant to grant utility, drainage and other easements across the Common Property;

b. Subject to the provisions of this Declaration, the right of the Association to promulgate and enforce reasonable rules and regulations governing the use of the Common Property which shall not conflict with this Declaration or the Architectural Guidelines; and

c. The right of the Declarant or the Association to restrict by Supplemental Declaration the use of certain Common Property to certain designated Owners as described in such Supplemental Declaration when necessary to comply with applicable law or governmental regulations.

ARTICLE IV

Membership

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

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

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

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

ARTICLE V

Voting

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

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

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

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

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

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

ARTICLE VI

Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a conveyance therefor, whether or not it shall be so expressed in any conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and promises to pay to the Association annual assessments, special assessments and individual assessments and charges, as established and collected, from time to time in accordance with the terms of this Declaration (collectively "assessments"). The annual assessments, special assessments, and individual assessments and charges, properly assessed, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment became due. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

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

Section 3. Annual Assessment. Initially, the maximum annual assessments for each Owner during calendar year 1998 shall be forty dollars ($40.00) per acre multiplied by the gross acreage (including fractions) within the boundaries of the Owner's Lot; provided that for purposes of computing the annual assessments hereunder gross acreage shall not include areas within road rights-of-way which are part of the Common Property. For each calendar year thereafter, the maximum annual assessments per acre may increase no more than at the rate of up to ten percent (10%) per each calendar year thereafter through the last calendar year that the Declarant remains a Class B member unless the requisite approval of the Members is obtained for a greater percentage increase in any calendar year over the previous year (an "Excess Annual Assessments"), as set forth in Article V, Section 3. Thereafter, the maximum annual assessments shall be determined by the Association.

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

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

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

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

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

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

ARTICLE VII

Declarant's Assessments and Maintenance

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

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

ARTICLE VIII

Construction of Improvements and Uses

Section 1. Permitted Uses. Lots may be used for distribution facility, light industrial and manufacturing purposes together with related warehousing and office uses, including but not to the exclusion of other permitted uses hereunder the design, manufacture, distribution and sale of wire and cable products. In no event shall the following uses be permitted: on-site scrap metal reclamation; hotels or motels; adult book or entertainment businesses, massage parlors or similar business operations; labor camps; commercial storage of building or construction materials (except in connection with construction of Structures by Owners of Lots); smelting of iron, tin, zinc or other ores, refining of petroleum or of its products; community fairs; drive-in theaters; cemeteries (whether public or private); commercial poultry, livestock and swine production, cattle feeder lots or fur-bearing animal rearing or breeding farms animal kennels, taxidermy, abattoirs; junk yards, bailing, storage or processing of glass, paper or rags, storage or processing of wrecked or junked motor vehicles, sanitary land fills or garbage disposal areas, or any other type of outdoor storage unless placed in approved containers and removed with such frequency as to not become unsightly and to be in accordance with applicable law and other governmental regulations; quarries; race tracks, raceways or dragstrips; dry cleaners; trailer, mobile home or manufactured home parks; "mini-warehouses;" any business, the operation of which would result in the generation, storage or disposal of any hazardous material, including, but not limited to (i) any asbestos, insulation or other material composed of or containing asbestos, or (ii) any hazardous, toxic or dangerous waste, substance, or material defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9061 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Clean Air Act, 42 U.S.C. § 6901 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Refuse Act, 33 U.S.C. § 401, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., and the Safe Drinking Water Act, 15 U.S.C. 2601, et seq., any so-called state or local "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability, or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, including radioactive materials, as now or at any time hereinafter in effect (collectively, "Environmental Regulations"); provided, however, the generation, storage or disposal of such hazardous, toxic or dangerous waste, substance, or material shall not be prohibited on the Properties (i) so long as Declarant shall own any portion of the Properties, (ii) Declarant gives its written permission for such use, which shall not be unreasonably withheld or denied, (iii) such use is lawful and is not otherwise prohibited by any applicable Environmental Regulations, (iv) such use does not cause actual damage or create an imminent risk or threat of damage to persons or property, and (v) even if such use is not expressly prohibited, any storage of such substances within the Properties shall only be permitted if such storage is above ground and is otherwise in compliance with all applicable Environmental Regulations in all material respects; or any other unsightly, obnoxious or objectionable businesses or uses which may produce and emit substantial gases, smokes, odors or noises that would be objectionable in a high quality, environmentally controlled commercial development or which would violate Section 10 of Article VIII.

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

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

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

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

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

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

Section 5. Architectural Review Committee Composition; Procedures. The Architectural Review Committee shall consist of three (3) members appointed by Declarant. In the even that a vacancy occurs on the Architectural Review Committee, the Declarant is also empowered to appoint the member's successor, and the names of the current members of the Architectural Review Committee shall be maintained at Declarant's offices. By Supplemental Declaration, Declarant may delegate to the Association the authority and duty to appoint the Architectural Review Committee, and upon termination of the Class B membership, the authority to appoint the Architectural Review Committee shall automatically be vested in the Association.

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

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

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

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

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

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

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

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

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

Section 11. Grading Rights. Declarant may, at any time and from time to time, make such cuts and fills upon any Lot within any easement area upon the Lot reserved or granted for such purpose, and if there has been no easement reserved or expressly granted for such purpose with the prior written consent of the Owner of such Lot, or other part of the Properties and do such grading and earth moving as, in its judgment, may be necessary to improve or maintain the streets within or adjacent to the Properties and to drain surface waters therefrom and Declarant may assign such rights to any appropiiate municipal or other governmental authority. Notwithstanding the immediately preceding sentence, after the principal Structures have been substantially constructed upon a Lot and completed in accordance with the Plans which comply with this Declaration and the Architectural Guidelines, the rights of Declarant with respect to this Section shall terminate with respect to all parts of such Lot, except that Declarant and/or its successors or assigns shall thereafter have the right to maintain existing streets and drainage facilities.

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

ARTICLE IX

General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 14. Easements for Benefit of Other Lands. The Association may hereafter grant and accept, and Declarant hereby reserves unto itself, its successors and assigns, easements and other rights for the benefit of the Properties and also for the benefit of other, adjacent land now or hereafter to be developed by Declarant adjacent to, contiguous to or in the vicinity of the Properties, for the purpose of providing such benefits as shared facilities and amenities, reasonable access for pedestrian and vehicular traffic, open areas, green spaces, park lands and other suitable shared uses in, along and over any portion of the Common Property, it being understood that the Association has no authority to grant easements burdening any property, including the Lots, other than Common Property. Notwithstanding the immediately preceding sentence, the rights reserved by Declarant in, along or over the Common Property for the benefit of adjacent or other property, shall not be available to the owner(s) of such adjacent or other land, unless the owner(s) of such adjacent or other land shall agree to be bound to share with the Owners of Lots in the expenses of operation, maintenance, repair and replacement of the Common Property as are made available to the owner(s) of such land based upon the total number of acres which are or will be entitled to the use and benefit of the Common Property or by such other system designed to allocate ratably the costs and expenses for the maintenance and use of the Common Property; and provided, further, that the obligations to be incurred in connection with the Common Property by such owner(s) of adjacent or other lands shall not accrue or be incurred or due until the date such parties are entitled to actual usage of the Common Property. Each Owner hereby grants to the Association and Declarant an irrevocable "durable" power of attorney (which in the case of individuals shall survive incompetency and in all cases is coupled with an interest) to execute, acknowledge and record for and in the name of each Owner such instruments as may be necessary to effectuate the provisions of this Section.

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

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

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

WITNESSES:

Elizabeth B. Dost...

Peggy T. Little

SPRINGLAND ASSOCIATES, LLC
a South Carolina limited liability company

By: H. E. Purser
H. E. Purser
Its: General Manager

[Corporate Seal]

0072629.06
LIB: RH

STATEMENT OF IMPOSITION OF COVENANTS

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

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

WITNESSES:

Jerry T. Witherspoon

Dianne Hall

LANCASTER COUNTY, SOUTH CAROLINA

By: J. Chappell Hurst

Typed name and title: J'CHAPPELL HURST, JR. COUNTY ADMINISTRATOR

Attest: Irene Plyler

Typed name and title: IRENE PLYLER CLERK TO COUNCIL

[COUNTY SEAL]

0072629.06
LIB: RH

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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

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

Elizabeth B. Dexter
First Witness

Mary Fuller, N (L.S.)
Notary Public for South Carolina

My Commission expires: 12-6-2000

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

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

Sworn to before me this 25th
day of March, 1998
[signature] (L.S.)
Notary Public for South Carolina

First Witness [signature]

My Commission expires: 10-19-98

EXHIBIT "A"

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

Beginning at an iron pipe being the southwest corner of Tract A, thence running north 81 degrees 39 minutes east for a distance of 559.96 feet to an iron pipe. Thence running north 7 degrees 53 minutes 15 seconds east for a distance of 1016.56 feet to the centerline of S. C. Highway 160. Thence with said centerline of S. C. Highway 160 the following bearings and distances south 78 degrees 58 minutes and 30 seconds east for a distance of 900 feet, south 78 degrees 07 minutes and 45 seconds east for a distance of 100 feet, south 76 degrees 27 minutes east for a distance of 100 feet, south 73 degrees 22 minutes and 30 seconds east for a distance of 100 feet, south 70 degrees 20 minutes and 45 seconds east for a distance of 100 feet, south 67 degrees 18 minutes and 30 seconds east for a distance of 100 feet, south 64 degrees 15 minutes and 30 seconds east for a distance of 100 feet, south 61 degrees 10 minutes east for a distance of 100 feet, south 57 degrees 42 minutes and 45 seconds east for a distance of 130.10 feet, it being in the centerline of S. C. Highway 160. Thence running south 4 degrees 56 minutes and 30 seconds west for a distance of 148.53 feet to an iron pipe. Thence running south 8 degrees 0 minutes 45 seconds east for a distance of 210.87 feet to an iron pipe. Thence running south 11 degrees 37 minutes west for a distance of 365.12 feet to an iron pipe. Thence running south 61 degrees 40 minutes east for a distance of 125.00 feet to an iron pipe. Thence running south 53 degrees 04 minutes and 30 seconds west for a distance of 854.80 feet to an iron pipe set. Thence running south 18 degrees 26 minutes and 15 seconds west for a distance of 2219.96 feet to an iron pipe set. Thence running south 12 degrees 56 minutes and 30 seconds west for a distance of 218.30 feet to an iron pipe set. Thence running north 84 degrees 27 minutes west for a distance of 960.57 feet to an iron pipe set in the centerline of a branch. Thence running with said centerline of branch south 16 degrees 11 minutes west for a distance of 650.61 feet to an iron pipe set in the centerline intersection of the branch and centerline of the old channel of Sugar Creek. Thence with said centerline of the old channel of Sugar Creek the following courses north 70 degrees 59 minutes and 30 seconds west for a distance of 349.16 feet to an iron pipe set, south 87 degrees 24 minutes and 30 seconds west for a distance of 584.10 feet to an iron pipe set, south 66 degrees 16 minutes and 45 seconds west for a distance of 475.43 feet to an iron pipe set in the centerline of the old channel of Sugar Creek. Thence running north 25 degrees 44 minutes and 15 seconds east for a distance of 1011.83 feet to an old iron pipe. Thence running north 25 degrees 57 minutes and 30 seconds east for a distance of 1409.60 feet to an old iron pipe. Thence running north 25 degrees 51 minutes east for a distance of 915.28 feet to an old iron pipe. Thence running north 26 degrees 30 minutes east for a distance of 289.46 feet to an old iron pipe by a stone. Thence running north 8 degrees 21 minutes west for a distance of 381.39 feet to the point of beginning."

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

EXHIBIT "B"

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

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

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

EXHIBIT C

INITIAL ARCHITECTURAL GUIDELINES

INTRODUCTION

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

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

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

PURPOSE

The primary objectives in establishing these Guidelines are:

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

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

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

DESIGN, REVIEW AND APPROVAL PROCEDURE

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

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

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

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

SITE DEVELOPMENT STANDARDS

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

Open Space, Landscape and Site Planning:

1. The Architectural Review Committee will require that no less than twenty percent (20%) of each Lot shall be left as either natural terrain or maintained as landscaped area. Grading of the Lot must be undertaken in order to avoid trespass or other adverse impact upon Common Property or adjacent property which is not part of the Owner's Lot and to avoid excessive "cuts" of the natural terrain of the Lot. A slope ratio of no greater than 2:1 shall be generally required. Retaining walls shall be constructed of materials compatible with the exterior of Structures and other improvements and the location and general description of same shall be included in the Plans to be submitted to the Architectural Review Committee for approval. All berms, channels or swales to be installed or located upon the Lot must be undertaken in a manner which will be designed to integrate with the natural terrain and graded or paved portions of the Lot to the maximum extent possible.

2. Lots with frontage on S.C. Highway 160 should include a minimum 150 foot-wide buffer zone measured from a future right-of-way of S.C. Highway 160 which is assumed to be 110 feet wide centered on the existing road. This landscaped area shall retain existing trees and woodland wherever possible and grading plans should be prepared to place priority on tree-saving in these areas. The Architectural Committee will require supplemental landscaping to be added as a part of the overall site improvements to maintain an informal/pastoral appearance consistence with the overall S.C. Highway 160 corridor plan.

3. A minimum 75 foot buffer shall be provided on external provided boundaries of adjoining properties not included in MacMillan Industrial Park, provided that a minimum 50 feet of wooded zone remains after site grading. If no wooded zone exists, or is cleared during grading, then the buffer shall be increased to 100 feet and landscaped with a minimum of 12 trees and 60 shrubs per 100 linear feet of perimeter boundary.

4. In order to reduce the visual impact of a large building on views from S.C. Highway 160 and adjoining tracts, the finished floor elevation of the primary structure should be at an approximate elevation of 600 feet (+/-5 feet)above mean sea level or lower. Certain building components such as the office areas of the primary Structure may be located on the S.C. Highway frontage Lot line with a finished floor elevation slightly higher than the balance of the structure.

Parking and Service Areas:

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

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

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

Stormwater Management:

1. All minimum standards set by local ordinance shall be met or exceeded.

2. The first 1/2 inch of rainfall shall be contained in a stormwater control device. Such devises may include basins or structures such as parking lot detention, underground vaults, dry or wet ponds.

3. Stormwater structures shall be landscaped following installation to blend into the site.

Exterior Lighting. All lights for purposes of illuminating parking lots located upon the Lot shall not exceed twenty feet (20') in height under circumstances where the primary Structure or building to be located upon the Lot is one story in height. In the event that the primary Structure exceeds one story, the parking lot lights shall not exceed thirty feet (30') in height. Regardless of the number of stories which are to comprise the primary Structure to be located upon the Lot, parking lot lights not to exceed thirty feet (30') in height will be permitted in areas provided for the maneuvering of trucks or other special equipment or areas designated for concentrated parking. All parking lights shall be bronze fixtures installed on bronze anodized aluminum poles and shall cast sodium lighting. The location for all lights for signage or illumination of the exterior of Structures to be located upon the Lot and lights installed as part of the security for the Structures must be identified and located upon the Final Plans and are subject to the approval of the Architectural Review Committee. Metal halide lighting will be permitted in conjunction with certain building materials, such as reflective glass curtain walls.

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

DRIVEWAYS/TRAFFIC CIRCULATION

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

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

BUILDING ARCHITECTURAL DESIGN STANDARDS

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

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

Specific Architectural Building Controls:

1. Large Structures with broad wall areas shall provide for articulation of public and/or office portions of the building by introducing a change in massing (protruding or recessing a wall segment), a change in material, height, texture, etc.

2. The public/office portions of the primary Structure shall articulate a more human scale, i.e.: use of windows, columns, and/or a pitched roof. Roofs on office areas should be designed to distinguish these areas of the Structure from plant portions of the Structure.

3. Where tilt-up concrete is used, design elements which modify the scale and mass of wall shall be incorporated through design of joints and reveals, banding recesses, etc.

4. Exposed downspouts shall be recessed on the exterior wall of the Structure.

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

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

SIGNAGE STANDARDS

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

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

The final Plans submitted for approval pursuant to the requirements set forth above, shall identify the location of the permanent building identification sign, if any, which the Owner desires to locate upon the Lot. Any relocation of or modifications to permanent building identification signs must first be reviewed and approved by the Architectural Review Committee.

LANDSCAPE STANDARDS

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

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

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

a. No placement of soil within the tree canopy areas.

b. Maintenance of the natural draining of individual trees.

c. Restriction of construction vehicles from entering areas that are scheduled for preservation by providing barriers at the canopy or drip line of the trees. All tree preservation measures, including barricades or fences, shall be shown on the Plans submitted for approval.

GENERAL MAINTENANCE STANDARDS

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

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

WAIVER OF MINOR VIOLATIONS

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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1880
Contact Person / Sponsor: Veronica Thompson / CFO / Finance
Department: Finance
Date Requested to be on Agenda: 10/23/2023

Council Action Requested:
Approve the budget amendment via Ordinance 2023-1880.

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

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

Funding and Liability Factors:
Both components of the budget amendment will be from General Fund — Fund Balance totaling $455,000.

Recommendation:
Approve Ordinance 2023-1880.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1880	10/19/2023	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2023-1880**
COUNTY OF LANCASTER)

~~Indicates Matter Stricken~~
Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2023-1849, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024 (FY 2023-2024), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2 and Section 4. of Ordinance No. 2023-1849 are amended to read:

A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2023 and ending June 30, 2024 (FY 2023-2024):

APPROPRIATIONS	AMOUNT
Airport Fund	376,738
Capital Improvement Fund	2,956,695
Capital Project Sales Tax 2 Fund	16,500,00
County Debt Fund	4,511,750
County Transportation Committee Fund	12,000,000
Court Mandated Security Fund	2,081,750
E-911 Fund	1,613,960
General Fund	86,701,586 ~~86,246,586~~
Hospitality Tax Fund	1,900,000
Indian Land Fire Protection District Fund	350,810
Local Accommodations Tax Fund	120,000
Pleasant Valley Fire Protection District Fund	380,293
Victims Services Fund	47,000
State Accommodations Tax Fund	224,250
Stormwater Fund	2,752,975
Van Wyck Fire Protection District Fund	155,520
Capital Project Sales Tax 3 Fund	29,001,500

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the adopted FY 2023-2024 Annual Budget, as previously approved by Council via Ordinance No. 2023-1849, for the following items:

		Revenue	Expense
General Fund	Supplemental Revenue-Fund Balance	$400,000	
General Fund	Council- Special Projects		$400,000
General Fund	Supplemental Revenue – Fund Balance	$55,000	
General Fund	Sheriff- Supplies Clothing		$55,000

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this _____ day of November, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

____
Steve Harper, Chair, County Council

____
Billy Mosteller, Secretary, County Council

ATTEST:

____
Sherrie Simpson, Clerk to Council

First Reading:	October 23, 2023
Second Reading:	November 13, 2023
Public Hearing:	November 27, 2023
Third Reading:	November 27, 2023

Approved as to form:

____
Virginia L. Merck-Dupont, County Attorney

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1869 / Planning Case Number: RZ-2023-1197 - HOLD UNTIL THE 12/11/2023 COUNCIL MEETING
Contact Person / Sponsor: M. Blaszyk / Planning
Department: Planning
Date Requested to be on Agenda: 10/23/2023

Council Action Requested:

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

Points to Consider:

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

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

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

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

Funding and Liability Factors:

N/A

Recommendation:

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

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

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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1865 / Planning Case Number: UDO-TA-2023-0972 - HOLD UNTIL THE 11/15/2023 COW MEETING
Contact Person / Sponsor: A. Hardin / Planning
Department: Planning
Date Requested to be on Agenda: 10/23/2023

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

Points to Consider:
Please see attached staff report.

Funding and Liability Factors:
N/A

Recommendation:
Approve Ordinance 2023-1865.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1870 / Planning Case Number: UDO-TA-2023-0973 - HOLD UNTIL THE 11/15/2023 COW MEETING
Contact Person / Sponsor: A. Hardin / Planning
Department: Planning
Date Requested to be on Agenda: 10/23/2023

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

Points to Consider:

Funding and Liability Factors:
N/A

Recommendation:
N/A