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

County Attorney
John K. DuBose III

Clerk to Planning Commission
Jennifer Bryan

Development Services Director
Rox Burhans

October 18, 2022	6:00 PM	101 North Main Street Lancaster, SC 29720

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

Planning Commission monthly meeting AGENDA

1. **Call to Order Regular Meeting and Roll Call Vote**

2. **Approval of the Agenda**

3. **Citizen's Comments**

   [Lancaster County welcomes comments and input from citizens who may not be able to attend meetings in person. Written comments may be submitted via mail to ATTN: Jennifer Bryan, Post Office Box 1809, Lancaster, SC, 29721, by email to Jennifer Bryan at jbryan@lancastersc.org or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at https://www.mylancastersc.org/. Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day of the meeting. Please use the same link above in order to submit input/comments for Public Hearings.]

4. **Approve Minutes**

   a. September 1, 2022 Workshop Minutes

   Deferred due to lack of quorum at 9/20/2022 meeting.

   b. September 20, 2022 Regular Minutes

   c. October 6, 2022 Workshop Minutes

5. **Public Items**

   a. SD-2022-0733 Century Communities aka Shiloh Woods

   Application by Century Communities for a Preliminary Plat for four parcels totaling approximately 169.86 acres located at and adjacent to 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.130049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision.

b. DA-2022-0733 Century Communities aka Shiloh Woods

Application by Century Communities for a development agreement for four parcels totaling approximately 169.86 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision.

c. RZ-2022-0735 CLREF III Acquisitions aka Nisbet

Application by CLREF III Acquisitions LLC to rezone 5 parcels totaling approximately 780.40 acres located at and adjacent to 8275 Van Wyck Road (TM#: 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-
00-003.00, 0022-00-03.01) from Rural Neighborhood (RN) to medium Density Residential (MDR) to allow development of a 1,019-lot single-family residential cluster subdivision.

d. DA-2022-0735 CLREF III Acquisitions aka Nisbet

Development Agreement by CLREF III Acquisitions LLC for 5 parcels totaling approximately 780.40 acres located at and adjacent to 8275 Van Wyck Road (TM#: 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, 0022-00-03.01) for a 1,019-lot single-family residential cluster subdivision.

e. RZ-2022-1357 D.R. Horton aka Asbury Lane

Application by D.R. Horton to rezone 7 parcels totaling approximately 95.85 acres (TMs 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-022.05, 0007-00-023.06) located west of the intersection of Possum Hollow Road and Old Bailes Road from Low Density Residential (LDR) to Medium Density Residential, with the intent to develop a 196-unit single-family lot subdivision.

f. SD-2022-1135 McIlwain Holdings aka Alcott Village

Application by McIlwain Holdings LLC for a Preliminary Plat for 51.28 acres (TM# 0102-00-120.00) located on the east side of McIlwain Road between Hunters Ridge Road and Suttle Road, for a 99-lot single-family subdivision.

6. <u>New Business</u>

a. Overview of next month's Agenda

b. Other

7. <u>Adjourn</u>

****The Planning Commission makes a recommendation to County Council on these items. Recommendations made at this meeting are tentatively scheduled for consideration by County Council in the following month. County Council agendas are posted online at https://lancastersc.novusagenda.com/agendapublic/meetingsresponsive.aspx***

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

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

Meetings are live streamed and can be found by using the following link: https://mylancastersc.org/boards___commissions/planning_commission/planning_commission_meetings.php

Agenda Item Summary

Ordinance # / Resolution #: September 1, 2022 Workshop Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
September 1, 2022 Workshop Minutes	9/2/2022	Exhibit

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

Lancaster County
South Carolina

MINUTES OF THE LANCASTER COUNTY PLANNING COMMISSION
WORKSHOP MEETING

September 1, 2022 5:00 P.M.
MINUTES

Chairman Deese called the meeting to order at 5:01 p.m.

1. Roll Call:
Members Present:
Jim Barnett Charles Deese Sheila Hinson Ben Levine

Absent: Tamecca Neely, Alan Patterson

Others Present:
Rox Burhans, Development Services Director Clerk: Jennifer Bryan
Ashley Davis, Senior Planner
Matthew Blaszyk, Planner .

Michelle Simonetti, Legacy Park HOA.

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

2. New Business

a. UDO-TA-2022-0172 MUSC-HCO Revision

Application by The Keith Corporation on behalf of MUSC to amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO), paragraph D "Exceptions and non-conforming situations."

Staff Presentation: Ashley Davis, Senior Planner
Discussion points:

- Purpose of request is exemption from certain parking layout requirements of HCO. 55% or more must be to rear.
- Status of lawsuit between Piedmont and MUSC. Delayed development of MUSC has rendered some issues moot.
- Existing house on property will be removed.

- Proposed TA is vague and broad, would essentially exempt unified campuses from all requirements of HCO.
- "Unified Campus" is also overly broad description. Defeats the purpose of the HCO.
- HCO was in place before applicant bought property.
- Terminology of "unique site plan" is non-specific.

b. SD 2022-0733 Shiloh Woods

Application by Century Communities and William Harper for a Preliminary Plat for four parcels totaling approximately 173.52 acres located at and adjacent to 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.130049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 404-lot Cluster Subdivision.
Staff Presentation: Ashley Davis, Senior Planner
Discussion points:

- RZ has not yet been approved [1st reading at Council on 9/12/2022]
- LCWSD will not review plan until water/sewer access is extended, which at this point is at least 2 years out [Roselyn].
- Revision submitted yesterday. Has 398 lots instead of 404; open space, parks and access/entrance have been changed.
- One of the designated parks is only .2 acres.
- Staff has provided feedback about significant problems with usable open space.
- Current entrance design straddles Arrowood exit [Havenwood], not aligned, unlikely to be approved by SCDOT.
- Plan seems incomplete and premature, considering rezoning has not yet been approved.
- Lack of alignment with Havenwood creates more congestion/conflict points.
- See attachments: 5pp Preliminary Site Plan;

c. DA-2022-0733 Shiloh Woods

Application by Century Communities and William Harper for a development agreement for four parcels totaling approximately 173.52 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 404-lot Cluster Subdivision.
Staff Presentation: Ashley Davis, Senior Planner
Discussion points:

- Would be subject to Parks & Recreation Impact Fee, but outside of area for other Impact Fees.
- If Preliminary Plat is denied, then DA cannot proceed.

d. RZ-2022-1527 Arbor Walk (LDR to MDR)

Application by Arbor Walk, LLC to rezone approximately 112.5 acres located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00) from Low Density Residential (LDR) to Medium Density Residential to create a 179-lot single-family residential development.

Staff Presentation: Rox Burhans, Development Services Director

Discussion points:

- Originally slated for August agenda but deferred by applicant.
- Density 1.6 units per acre.
- Staff has requested 1) written confirmation from LCWSD regarding intended transfer of pump station parcel. 2) proposed upgrade plan for Vance Baker, either by applicant or by County or a combination thereof.
- Clerk provided summary of 66 citizens' comments emails received to date [see attachment] all opposed. Most frequent cited concerns are road conditions, safety and traffic, especially on Vance Baker and S. Legacy Park.
- Original planned subdivision in the 2000s extended into Union County NC. County ordinance enacted since them prohibits primary entrance across state lines.
- At the Community Meeting at Redrocks Café, residents expressed considerable concern about road conditions, safety and traffic.
- Wilson Creek is creating a traffic circle on Shelley Mullis.
- Comment from Public Works would be invaluable.
- TIA dated about 15 months ago, based on original 240-lot concept plan. Per SCDOT direction, used pre-COVID traffic counts coupled with a standardized allowance for growth, to compensate for data skew due to COVID shutdown.
- DA and Preliminary Plat are conjoined, drastic change to either would require re-submission for new approval.
- Chair requests moving the agenda item to beginning of agenda to accommodate anticipated visitors.

e. **DA-2022-1527 Arbor Walk**

Application by Arbor Walk, LLC for a development agreement for approximately 112.75 acres located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00 and 0009-00-011.02) to create a 179-lot single-family residential development.

Staff Presentation: Rox Burhans, Development Services Director

Discussion points:

No additional discussion.

f. RZ-2022-1566 Chernyak (MDR to GB)

Application by Svyatoslav Chernyak to rezone .621 acres located at 9851 Kohut Road, Indian Land (TM# 0006N-0B-009.00) from Medium Density Residential (MDR) to General Business (GB) to allow redevelopment as a commercial property.
Staff Presentation: Matthew Blaszyk, Planner
Discussion points:

- There have been 2 recent rezoning cases adjacent to this.
- MDR residential properties across the street.

g. RZ-2022-1759 Kings Mtn (Daycare) LDR to INS

Application by King's Mountain Self-Storage LLC to rezone 4.84 acres (TM# 0013-00-024.00) located at 4263 Doby's Bridge Road, Indian Land, from Low Density Residential (LDR) to Institutional (INS) district, to allow development of a daycare facility.
Staff Presentation: Matthew Blaszyk, Planner
Discussion points:

- Parcel has water but not sewer service.
- SCDHEC will need to approve septic before building permit can be obtained.
- TIA will be required for site.

3. Other:

a. Review of Next Month's Agenda
One rezoning; one Preliminary Plat; potentially one Conditional Use.

b. Other:

- September COW meeting will include a presentation by UDO consultant, and a presentation by Ashley Davis re: Comprehensive Plan.
- Ashley Davis distributed copies of the Comprehensive Plan Key Topic Forums flyer to Commissioners.

4. Adjourn

Meeting was adjourned at 6:14 p.m.

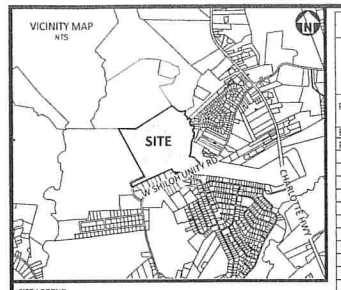
9/1/2022 Summary of Arbor Walk RZ/DA-2022-1579 Citizen's Comments

As of 3:15 pm on 9/1, we had received 66 emails representing 72 individuals. All submitted comments took a position requesting denial of the proposed RZ and DA for Arbor Walk.

- 23 comments stated a position against but had no further detail.
- 34 stated concerns regarding traffic congestion:
    - 10 general
    - 26 Vance Baker
    - 15 S. Legacy Park Dr
    - 7 Shelly Mullis
    - 6 Goldwing
    - 2 Henry Harris
    - 1 Waxhaw-Marvin Rd.

- 20 stated concerns with the condition of roads, width of roads or future maintenance concerns; of those 9 specifically mentioned the width of Vance Baker.
- 25 expressed concern for pedestrian and/or bicyclist safety or lack of sidewalks.
- 9 cited concerns over potential construction disruption: trucks, noise, dirt and runoff.
- 6 expressed concern over damage to local natural habitats including a nearby stream.
- 5 expressed concern over existing school overcrowding.

VICINITY MAP
NTS



SITE DATA

PREPARED BY:
MCADAMS
3430 TORINGDON WAY, SUITE 110
CHARLOTTE, NC 28277

PID:	0049-00-004.13 & 0049-00-004.16 & 0049-00-005.01 & 0049-00-005.02
EXISTING ZONING:	MDR & LDR
PROPOSED ZONING:	MDR CLUSTER
TOTAL DEVELOPMENT	
AREA:	± 169.86 AC
SINGLE FAMILY	
50' x 100':	133 LOTS (33% OF TOTAL)
60' X 110':	132 LOTS (33% OF TOTAL)
70' X 120':	133 LOTS (33% OF TOTAL)
SINGLE FAMILY TOTAL:	398 LOTS
MIN. LOT SIZE:	5,000 SF
SETBACKS	
FRONT SETBACK:	20 FT
CORNER LOT FRONT SETBACK:	30 FT
SIDE SETBACK:	7.5 FT
STREET SIDE SETBACK:	15 FT
REAR SETBACK:	30 FT
MAXIMUM DENSITY:	2.50 DU/AC
PROPOSED DENSITY:	2.34 DU/AC
OPEN SPACE REQUIRED (25% OF SITE)*:	± 52.53 AC
OPEN SPACE PROVIDED**:	± 52.53 AC
PARK SPACE REQUIRED (5% OF SITE):	± 8.49 AC
PARK SPACE PROVIDED***:	± 8.49 AC
IMPERVIOUS AREA:	± 97.01 AC = 56% OF SITE
STORMWATER DETENTION PROVIDED****:	± 11.33 AC

*TOTAL OPEN SPACE SET ASIDE = ((TOTAL PARCEL - PRIMARY CONSERVATION AREAS) * OPEN SPACE PERCENTAGE) + PRIMARY CONSERVATION AREAS
TOTAL OPEN SPACE SET ASIDE = ((169.86 AC - 13.42 AC) * 0.25) + 13.42 = 52.53 AC MINIMUM
**FUTURE AMENITY STRUCTURES (UNLESS SERVING AS AN ACCESSORY FEATURE) AND STORMWATER CONTROL MEASURES SHALL NOT COUNT TOWARD OPEN SPACE, PER ORDINANCE
***PARK SPACE IS COMPRISED OF AMENITY AREAS AND POCKET PARKS
****STORMWATER DETENTION IS NOT COUNTED TOWARDS OPEN SPACE AREA

ADJACENT PROPERTY OWNERS

	PARCEL	PLAT	OWNER	ZONING
1	0049-00-037.00	5384-0000	PAWS IN THE PANHANDLE RESCUE ADOPTION INC	LDR
2	0049K-0A-052.00	--	LANCASTER COUNTY WATER AND SEWER	MDR
3	0049K-0A-053.00	2006-9	CHAD WILLIS & KERRI WILLIS	MDR
4	0049K-0A-054.00	2006-9	FRANK PALAZZOLO & JEANANN STRUNK	MDR
5	0049K-0A-055.00	2006-1019	JEFFREY M HORTON & TONYA B HORTON	MDR
6	0049K-0A-057.00	2008-480	RYAN CHRISTOPHER & CRYSTAL CHRISTOPHER	MDR
7	0049N-08-001.00	0013-0117	LANCASTER CITY OF HAVENWOOD DRIVE	MDR
8	0049N-0A-017.00	2003-0008	DANIEL W PHILLIPS	MDR
9	0049-00-004.01	C791-0000	MALCOLM RUSSELL & SHELIA RUSSELL	LDR
10	0049N-0A-015.00	E261-0000	AMELIA M DAVIS	MDR
11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
12	0049-00-004.05	G133-0000	SCOTT B MUNN	LDR
13	0049-00-004.06	2003-0554	VAN NUYS	LDR
14	0049-00-004.07	G133-0000	DAVID M FUNDERBURK	LDR
15	0049-00-004.08	G133-0000	HERMAN EDWARD KELWASKI & PEGGY ANN KELWASKI	LDR
16	0049-00-004.09	G133-0000	RANDAL T MCCORKLE	LDR
17	0049-00-004.10	P-16133	DAVID B FUNDERBURK & KATHRYN L FUNDERBURK	LDR
18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

GENERAL NOTES:

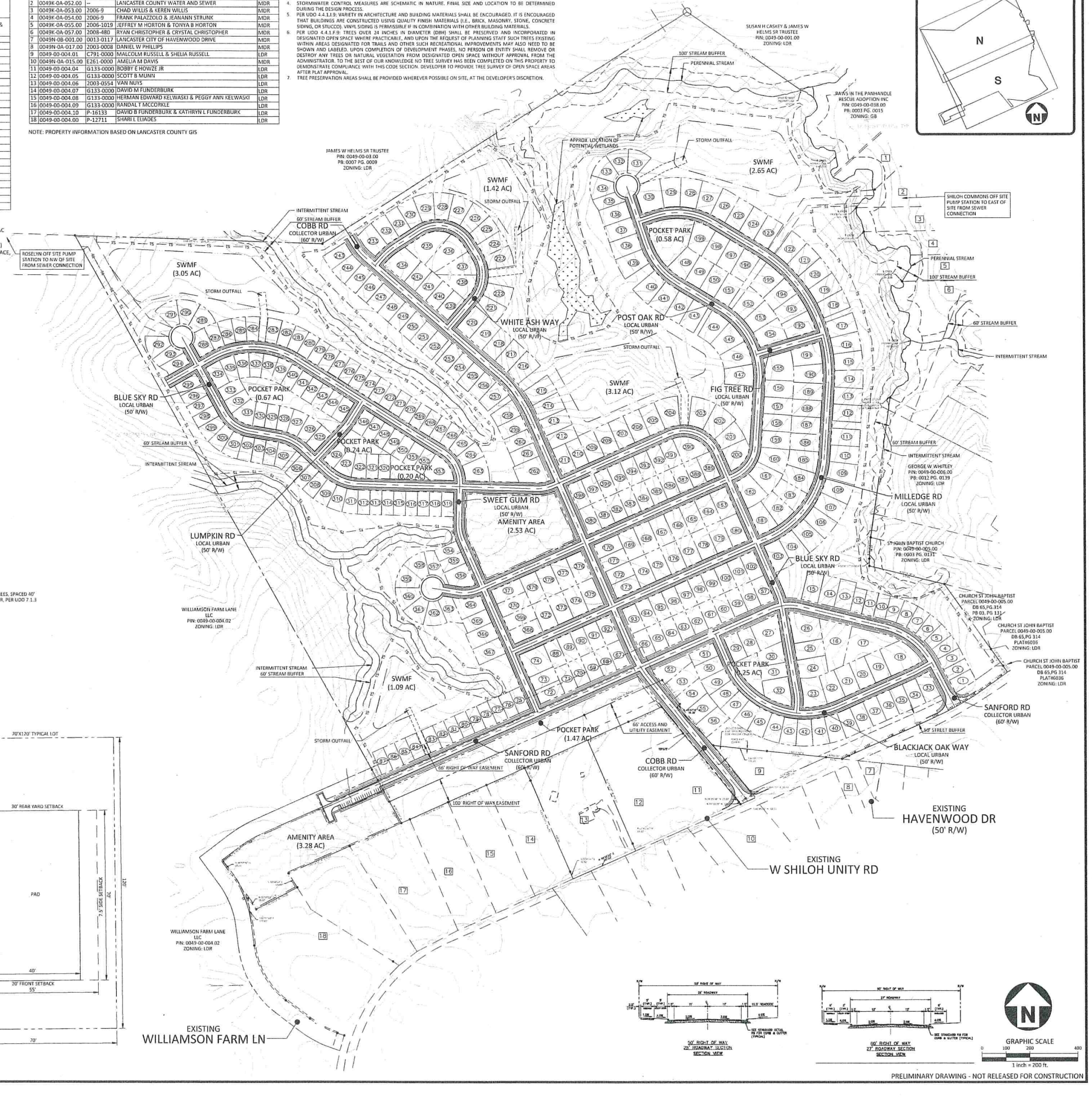
1. PRELIMINARY PLAN IS SUBJECT TO MINOR REVISIONS DURING THE DESIGN PROCESS AS IT MAY BE REQUIRED.
2. ALL BUILDINGS ARE TO BE WITHIN 500' OF A FIRE HYDRANT AS AN APPARATUS WOULD LAY A HOSE.
3. A SECOND ENTRANCE TO THE SITE WILL BE INSTALLED PRIOR TO ISSUING THE 100TH LOT CERTIFICATE OF OCCUPANCY.
4. STORMWATER CONTROL MEASURES ARE SCHEMATIC IN NATURE. FINAL SIZE AND LOCATION TO BE DETERMINED DURING THE DESIGN PROCESS.
5. PER UDO 4.4.1.I.9: VARIETY IN ARCHITECTURE AND BUILDING MATERIALS SHALL BE ENCOURAGED. IT IS ENCOURAGED THAT BUILDINGS ARE CONSTRUCTED USING QUALITY FINISH MATERIALS (I.E., BRICK, MASONRY, STONE, CONCRETE SIDING, OR STUCCO). VINYL SIDING IS PERMISSIBLE IF IN COMBINATION WITH OTHER BUILDING MATERIALS.
6. PER UDO 4.4.1.F.9: TREES OVER 24 INCHES IN DIAMETER (DBH) SHALL BE PRESERVED AND INCORPORATED IN DESIGNATED OPEN SPACE WHERE PRACTICABLE, AND UPON THE REQUEST OF PLANNING STAFF SUCH TREES EXISTING WITHIN AREAS DESIGNATED FOR TRAILS AND OTHER SUCH RECREATIONAL IMPROVEMENTS MAY ALSO NEED TO BE SHOWN AND LABELED. UPON COMPLETION OF DEVELOPMENT PHASES, NO PERSON OR ENTITY SHALL REMOVE OR DESTROY ANY TREES OR NATURAL VEGETATION FROM DESIGNATED OPEN SPACE WITHOUT APPROVAL FROM THE ADMINISTRATOR. TO THE BEST OF OUR KNOWLEDGE NO TREE SURVEY HAS BEEN COMPLETED ON THIS PROPERTY TO DEMONSTRATE COMPLIANCE WITH THIS CODE SECTION. DEVELOPER TO PROVIDE TREE SURVEY OF OPEN SPACE AREAS AFTER PLAT APPROVAL.
7. TREE PRESERVATION AREAS SHALL BE PROVIDED WHEREVER POSSIBLE ON SITE, AT THE DEVELOPER'S DISCRETION.

SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE
- CENTERLINE
- WATERLINE (NOT SURVEYED)
- OPEN SPACE
- ACTIVE OPEN SPACE
- TREE SAVE
- WETLANDS
- STREAM BUFFERS

Road Block Length Table

Along	From	Distance (ft)
Sanford Rd	W Shiloh Unity Rd to Blackjack Oak Way	207
Sanford Rd	Blackjack Oak Way to Blue Sky Rd	695
Sanford Rd	Blue Sky Rd to Blackjack Oak Way	301
Sanford Rd	Blackjack Oak Way to Cobb Rd	340
Sanford Rd	Cobb Rd to Sweet Gum Rd	470
Sanford Rd	Sweet Gum Rd to Turnaround	980
Blackjack Oak Way	Sanford Rd to Blue Sky Rd	610
Blackjack Oak Way	Blue Sky Rd to Sanford Rd	501
Blue Sky Rd	Blackjack Oak Way to Sanford Rd	448
Blue Sky Rd	Sanford Rd to Milledge Rd	282
Blue Sky Rd	Milledge Rd to Post Oak Rd	290
Blue Sky Rd	Post Oak Rd to Cobb Rd	861
Blue Sky Rd	Cobb Rd to Sweet Gum Rd	417
Blue Sky Rd	Sweet Gum Rd to Lumpkin Rd	637
Blue Sky Rd	Lumpkin Rd to Sweet Gum Rd	666
Blue Sky Rd	Sweet Gum Rd to Cul-de-sac	135
Cobb Rd	W Shiloh Unity Rd to Sanford Rd	710
Cobb Rd	Sanford Rd to Milledge Rd	275
Cobb Rd	Milledge Rd to Post Oak Rd	290
Cobb Rd	Post Oak Rd to Blue Sky Rd	270
Cobb Rd	Blue Sky Rd to White Ash Way	803
Cobb Rd	White Ash Way to White Ash Way	400
Cobb Rd	White Ash Way to Dead End	161
Sweet Gum Rd	Sanford Rd to Milledge Rd	275
Sweet Gum Rd	Milledge Rd to Post Oak Rd	290
Sweet Gum Rd	Post Oak Rd to Blue Sky Rd	439
Sweet Gum Rd	Blue Sky Rd to Lumpkin Rd	565
Sweet Gum Rd	Lumpkin Rd to Blue Sky Rd	763
Sweet Gum Rd	Blue Sky Rd to Dead End	147
Milledge Rd	Sweet Gum Rd to Cobb Rd	465
Milledge Rd	Cobb Rd to Blue Sky Rd	655
Milledge Rd	Blue Sky Rd to Fig Tree Rd	994
Milledge Rd	Fig Tree Rd to Post Oak Rd	996
Post Oak Rd	Cul-de-sac to Sweet Gum Rd	217
Post Oak Rd	Sweet Gum Rd to Cobb Rd	465
Post Oak Rd	Cobb Rd to Blue Sky Rd	655
Post Oak Rd	Blue Sky Rd to Fig Tree Rd	570
Post Oak Rd	Fig Tree Rd to Milledge Rd	764
Post Oak Rd	Milledge Rd to Cul-de-sac	154
Fig Tree Rd	Milledge Rd to Post Oak Rd	292
White Ash Way	Cobb Rd to Cobb Rd	896
Lumpkin Rd	Blue Sky Rd to Sweet Gum Rd	315



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

CENTURY COMMUNITIES
7401 CARMEL EXECUTIVE PARK DRIVE
SUITE 310
CHARLOTTE, NORTH CAROLINA 28226

SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

NORTH CAROLINA
THE JOHN R. McADAMS COMPANY, INC.
C-0293
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 29020
ROBERT M. REDDICK

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL1
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=200'
DATE	07. 01. 2022
SHEET	

PRELIMINARY PLAT SITE PLAN

PL-1

I:\Projects\CEN\CEN22001\06-Production\Engineering\Construction Drawings\Current Drawings\CEN22001-PL1.dwg, 8/30/2022 11:09:07 AM, Edora Dixon

SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE
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- STREAM BUFFERS

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13	0049-00-004.06	2003-0554	VAN NUYS	LDR
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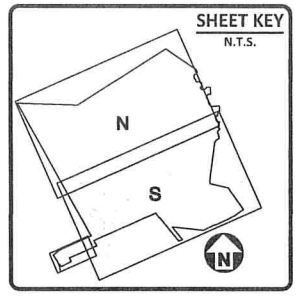
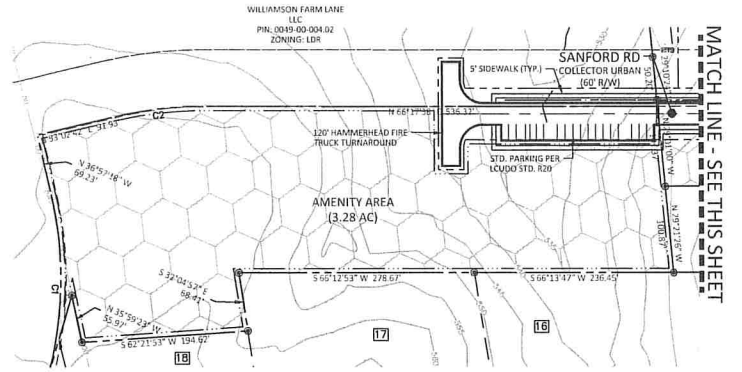
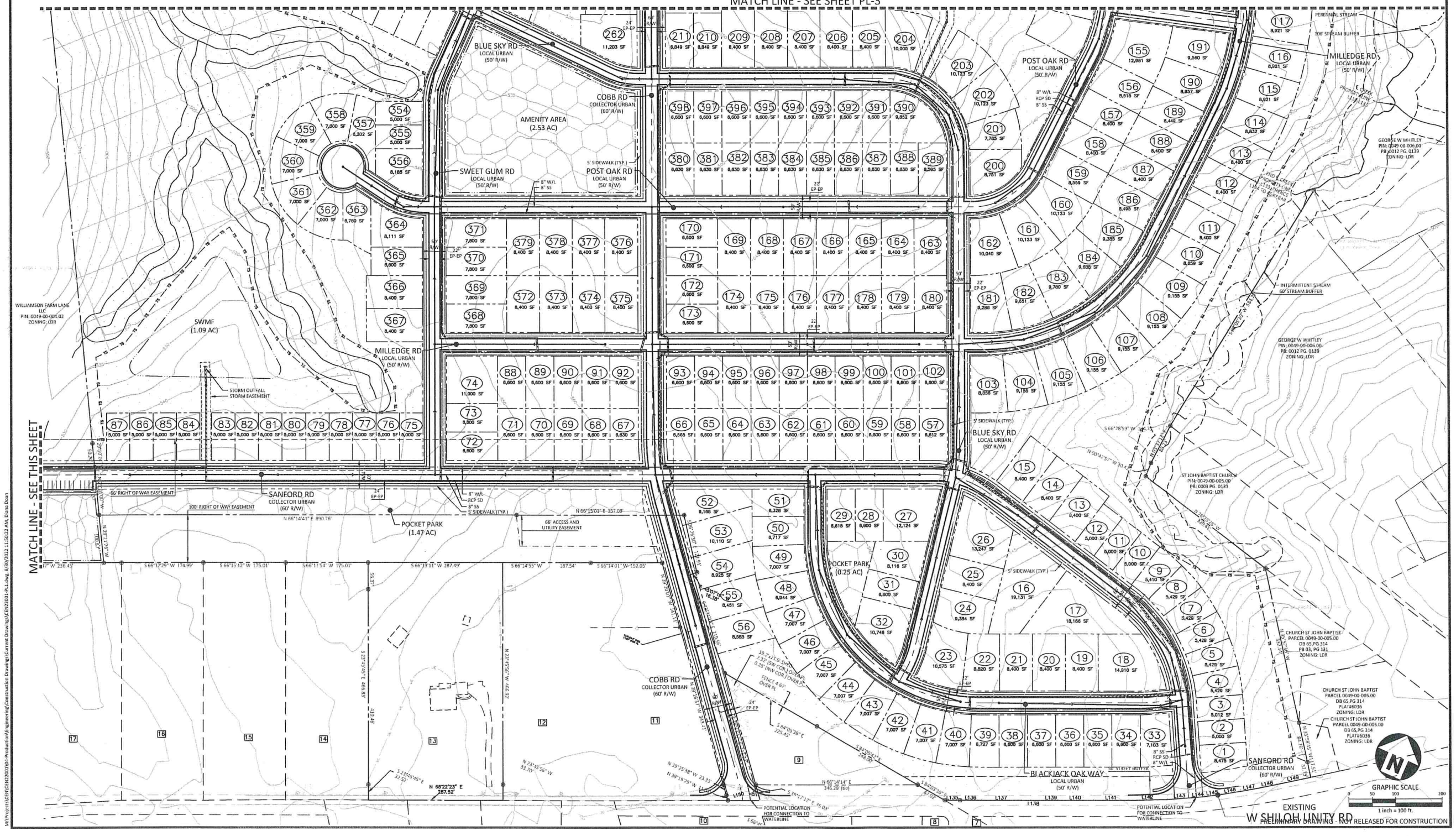
18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS





MATCH LINE - SEE SHEET PL-3



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Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

CENTURY COMMUNITIES
7401 CARMEL EXECUTIVE PARK DRIVE
SUITE 310
CHARLOTTE, NORTH CAROLINA 28226

SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

THE JOHN R. McADAMS COMPANY, INC. C-0293 — NORTH CAROLINA CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25420 — ROBERT M. REDDICK

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL1
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=100'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT
SITE PLAN - S

PL-2

M:\Projects\CEN\CEN22001\00-Production\Engineering\Construction Drawings\Current Drawings\CEN22001-PL1.dwg, 6/30/2022 11:59:22 AM, Dana Dixon

SITE LEGEND

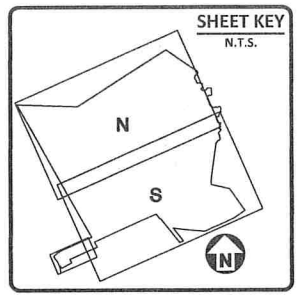
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE
- CENTERLINE
- WATERLINE (NOT SURVEYED)
- OPEN SPACE
- TREE SAVE
- WETLANDS
- STREAM BUFFERS

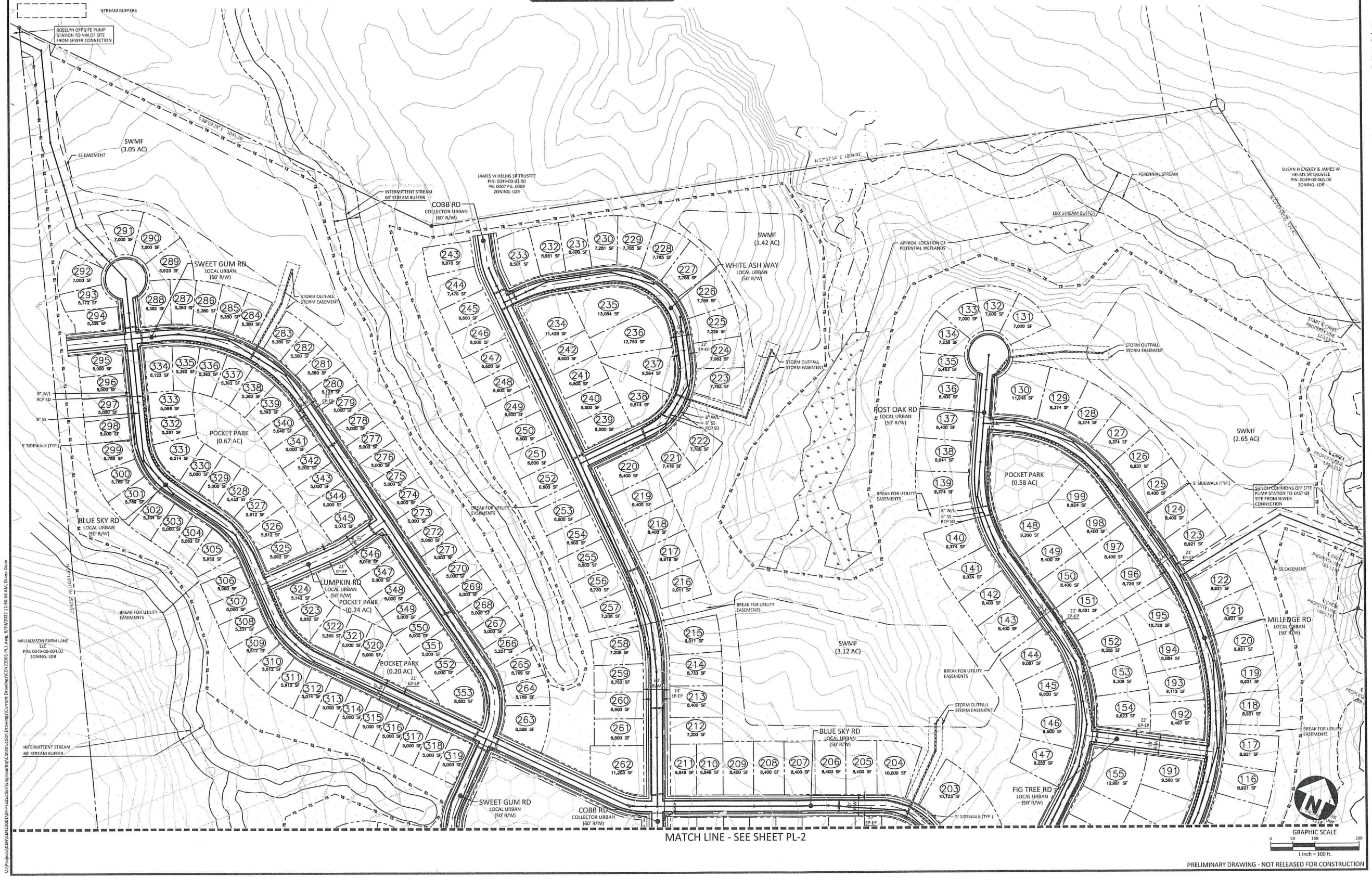
ADJACENT PROPERTY OWNERS

	PARCEL	PLAT	OWNER	ZONING
1	0049-00-037.00	5384-0000	PAWS IN THE PANHANDLE RESCUE ADOPTION INC	LDR
2	0049K-0A-052.00	--	LANCASTER COUNTY WATER AND SEWER	MDR
3	0049K-0A-053.00	2006-9	CHAD WILLIS & KEREN WILLIS	MDR
4	0049K-0A-054.00	2006-9	FRANK PALAZZOLO & JEANANN STRUNK	MDR
5	0049K-0A-055.00	2006-1019	JEFFREY M HORTON & TONYA B HORTON	MDR
6	0049K-0A-057.00	2008-480	RYAN CHRISTOPHER & CRYSTAL CHRISTOPHER	MDR
7	0049N-08-001.00	0013-0117	LANCASTER CITY OF HAVENWOOD DRIVE	MDR
8	0049N-0A-017.00	2003-0008	DANIEL W PHILLIPS	MDR
9	0049-00-004.01	C791-0000	MALCOLM RUSSELL & SHELIA RUSSELL	LDR
10	0049N-0A-015.00	E261-0000	AMELIA M DAVIS	MDR
11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
12	0049-00-004.05	G133-0000	SCOTT B MUNN	LDR
13	0049-00-004.06	2003-0554	VAN NUYS	LDR
14	0049-00-004.07	G133-0000	DAVID M FUNDERBURK	LDR
15	0049-00-004.08	G133-0000	HERMAN EDWARD KELWASKI & PEGGY ANN KELWASKI	LDR
16	0049-00-004.09	G133-0000	RANDAL T MCCORKLE	LDR
17	0049-00-004.10	P-16133	DAVID B FUNDERBURK & KATHRYN L FUNDERBURK	LDR
18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

SHEET KEY
N.T.S.





PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McAdams

The John R. McAdams Company, Inc.
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Suite 110
Charlotte, NC 28277

phone 704. 527. 0800
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SHILOH WOODS

PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

NORTH CAROLINA CERTIFICATE OF AUTHORIZATION
THE JOHN R. McADAMS COMPANY, INC.
C-0293

SOUTH CAROLINA PROFESSIONAL ENGINEER
No. 25020
PRELIMINARY PLAT NOT RELEASED FOR CONSTRUCTION
ROBERT M. REDDICK

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL1
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=100'
DATE	07. 01. 2022

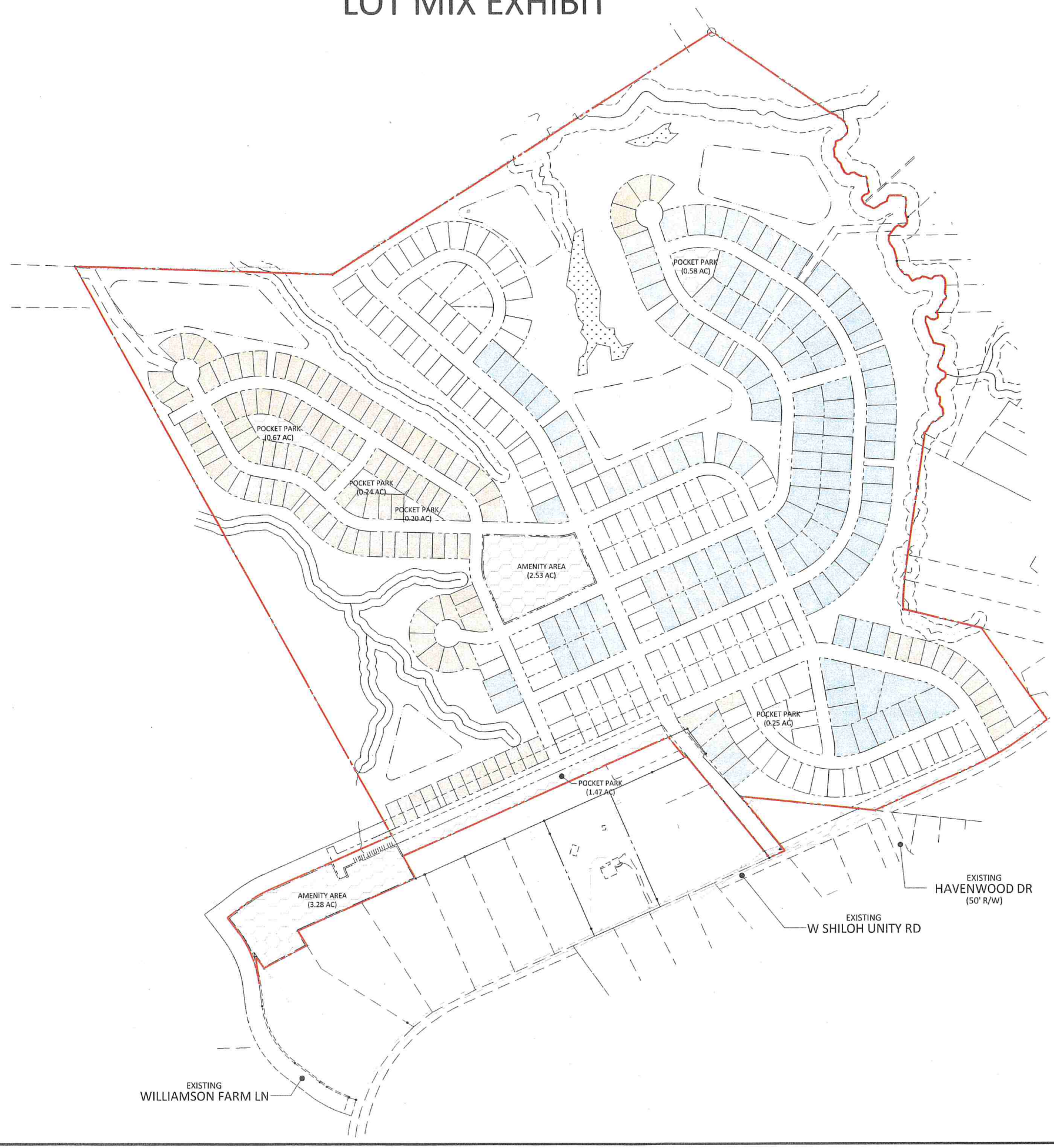
SHEET

PRELIMINARY PLAT
SITE PLAN - N

PL-3

M:\Projects\CEN\CEN22001\04-Production\Engineering\Construction Drawings\Current Drawings\CEN22001-PL1.dwg, 6/30/2022 11:59:34 AM, Diana Dixon

LOT MIX EXHIBIT



LEGEND

TOTAL POTENTIAL LOTS		398 LOTS
	50' X 100'	133 LOTS
	60' X 110'	132 LOTS
	70' X 120'	133 LOTS

SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL2
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=200'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT EXHIBITS

PL-4

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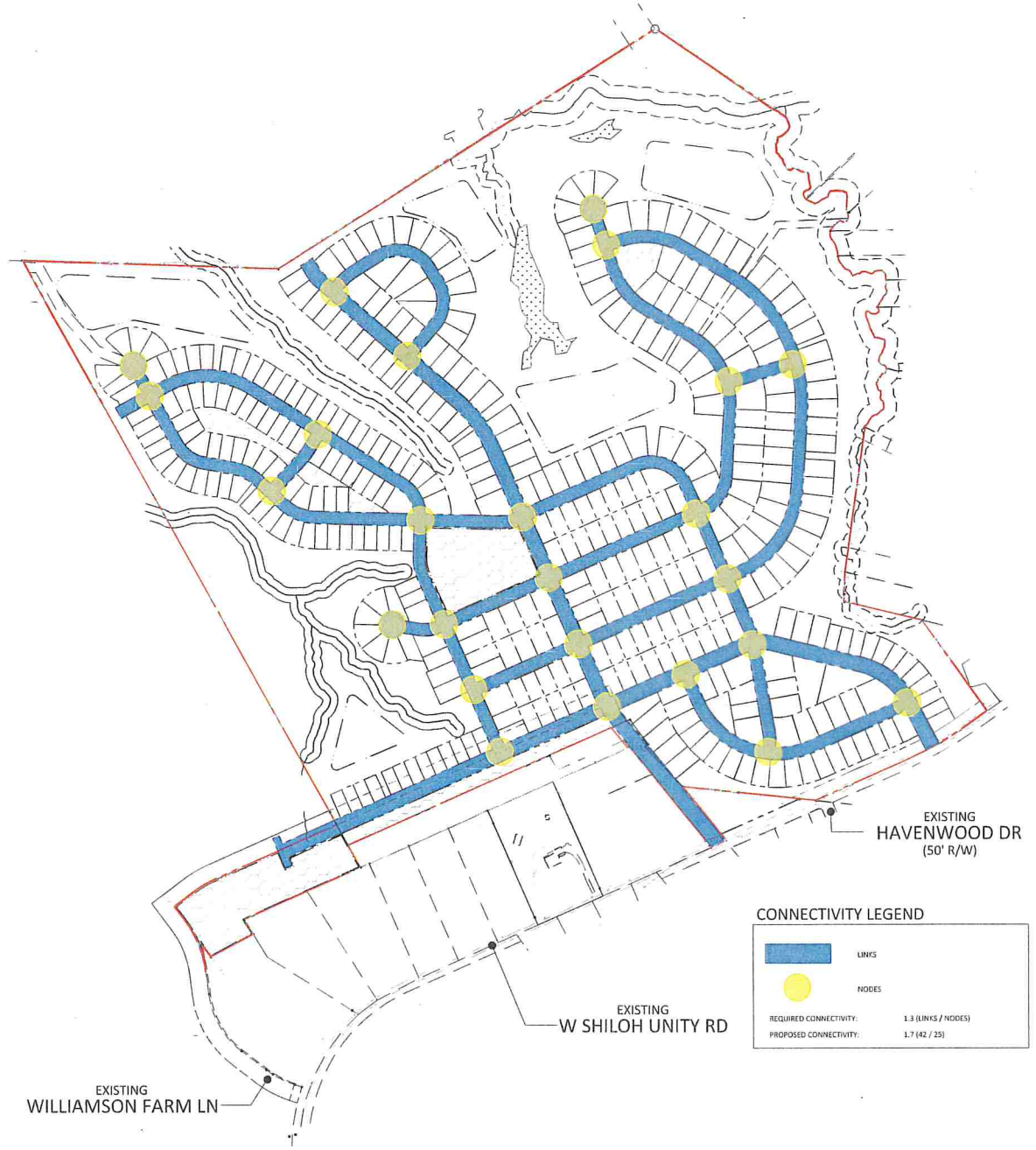
BUFFER EXHIBIT

SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE

CONNECTIVITY EXHIBIT



GRAPHIC SCALE
0 150 300 600
1 inch = 300 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL3
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=300'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT EXHIBITS

PL-5

I:\Projects\CEN\CEN22001\04-Production\Engineering\Construction Drawings\Current Drawings\CEN22001-PL3.dwg, 8/30/2022 11:16:06 AM, Dusra Dean

Agenda Item Summary

Ordinance # / Resolution #: September 20, 2022 Regular Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
September 20, 2022 Regular Minutes	10/7/2022	Exhibit

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

MINUTES
Lancaster County Planning Commission
September 20, 2022 6:00 p.m.

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

1. **ROLL CALL**: Quorum is present (4 Commissioners)

Commissioners Present:

Tamecca Neely	Sheila Hinson
Charles Keith Deese	Alan Patterson

Absent: James Barnett Ben Levine

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

Staff Present:

Rox Burhans, Development Services Director	Clerk: Jennifer Bryan
Ashley Davis, Senior Planner	Matthew Blaszyk, Planner

Others Present:

Dennis Marstall, County Administrator	Leah Clevenger, IT
Jeff Catoe, Public Works Director	Billy Mosteller, County Council

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

2. APPROVE AGENDA

Chairman Deese called for a motion to approve the Agenda.
Motion to Approve by A.Patterson; 2nd by T. Neely
Motion to Amend, deferring Item 4b: 9/1/2022 Workshop Minutes, and removing Item 5f: RZ-2022-1566 Chernyak (Withdrawn): by S. Hinson 2nd by A. Patterson.

Called vote on amendment: 4:0. **Amendment approved unanimously**
Called vote on approval of agenda as amended: 4:0. **Motion approved unanimously**.

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

Chairman Deese opened the floor to comments from the public. None signed in. Citizen's comments closed.

4. APPROVE MINUTES

a. August 16, 2022 Regular Minutes

Chairman Deese called for a motion to approve August 16, 2022 Regular Minutes as written. **Motion to Approve** by Alan Patterson; 2nd by Sheila Hinson.
Called vote: 4:0**. Motion approved unanimously**

b. September 1, 2022 Workshop Minutes

Deferred to October 18, 2022. Lack of quorum: Commissioner Patterson was absent on 9/1/2022.

5. PUBLIC ITEMS

a. RZ-2022-1527 Arbor Walk LLC

Application by Arbor Walk, LLC to rezone approximately 112.5 acres located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00) from Low Density Residential (LDR) to Medium Density Residential to create a 179-lot single-family residential development.

Staff Presentation: Rox Burhans, Development Services Director presented the application consistent with the staff report. Noted that a letter was received on Monday September 19, 2022 from HOA attorneys, highlighting concerns about deed restrictions on the conveyance of the Pump Station parcel.

- [see attached **letter from Sellers, Ayers, Dortch & Lyons, PA**]
- [See also attachment, **Summary of Written Comments submitted after publication of Agenda]**

Staff Recommendations: Due to uncertain or incomplete matters in application and plan, staff recommends denial.

Questions to staff:
A. Patterson asked if this development would be subject to impact fees; **Burhans** confirmed that it would.
A. Patterson asked what improvements were recommended for Vance Baker Road in the TIA; **Burhans** noted that only incidental improvements at intersections were recommended – DOT does not generally require consideration on road width.
Attorney DuBose noted that the TIA is predicated on the assumption of placement of access/entrances at Vance Baker and S. Legacy Park/Pump station.

Chairman Deese asked Public Works Director **Jeff Catoe** to speak about the condition of Vance Baker Road.

Jeff Catoe: The condition of Vance Baker has been a concern for some time. Fifteen years ago when problems first arose, a study was done on the feasibility of widening the road; right-of-ways on private properties and utilities easements make widening problematic.

Comment from applicant(s):
Jeff Jernigan (Developer): Applicant is still working on rights to second access (pump station parcel). They have listened to community concerns, and are actively engaged in efforts to address concerns. With current LDR zoning, they could develop up to 169 homes; the proposed requests is a minimal amount over that, the least that could be derived from MDR zoning, allowing them to preserve a lot of the natural features of the site. They have offered to improve Vance Baker wherever that can be accomplished, and install a variety of traffic calming devices e.g. lights and speed bumps on S. Legacy Park Drive.

Chaplain Spencer (Attorney for developer): The Development Agreement process allows time and means to mitigate the impact of concerns that have been raised. The project is consistent with development in the surrounding area, and is less dense than the surrounding communities. Willing to negotiate on conditions attached for approval.

Peter Tatge (ESP Engineering): County requires new roads in developments to be privately maintained. They are willing to work with the County to make improvement on access roads; the funding strategy for such improvements is in development. Negotiations are ongoing over traffic amendments such as crosswalks, flashing signs, and pedestrian islands. Asking for conditional approval over denial.

Questions from Commissioners:
T. Neely: Would developer consider deferring until some access issues are resolved?
Peter Tatge and Jeff Jernigan responded that they would like to move forward.

Public Hearing: (See attachments: Sign-in Sheets)

Cole McNeal (Lives in the parcel facing pump station site):
- Parcel was never intended as road access, he designed and built his home oriented to the view;
- Safety will be severely impacted if a road goes through there.

MaryAnn MacNeal: No additional comments

Jean McMullen (Foxwood Court): 3 safety concerns:
- At the intersection of N. Legacy, S. Legacy and Shelly Mullis, speed and overgrown vegetation/visibility are already a problem and will only get worse;
- Goldwing and Vance Baker are not up to standard;

- Crosswalk from N. Legacy to S. Legacy is already very dangerous and will get worse.

Frances Liu: (E. Oxford Court)

- The current proposal is for 179 lots, but once the area is opened developers will want to build on other land adjacent to it, creating an even bigger traffic burden;
- No other development in the County allows access exclusively through another existing development;
- They have not protested other recent nearby developments; their concern is specifically with the design of this one.

Michelle Simonetti: (Arbor Walk HOA) [**see attached slide presentation**]

- Both proposed outlets do not yet exist;
- The single lane road serving one proposed outlet [Vance Baker] is underdeveloped, and cannot support existing traffic;
- Access would go through an already established neighborhood;
- None of the connecting roads to Legacy Park support construction vehicles
- Lack of sidewalks in existing neighborhood would create safety hazard;

Jay Jacob (S. Legacy Park):
Concurs with stated concerns: existing traffic and safety are already a concern, development would create even more hazards.

Deborah Wasylchak and **Lyle Wasylchak** yielded time to Michelle Simonetti
Susan Sanderson and **Larry Sanderson** yielded time to Michelle Simonetti

Rebecca Guzman: Chose Legacy Park specifically because of childrens' safety concerns. Development would radically change the safety of the neighborhood.

Chairman Deese called for response from applicants:

Peter Tatge; We have heard the communities concerns loud and clear, and are actively responding, going above and beyond TIA and SCDOT requirements to propose solutions. **Traffic Engineer**: the counts for the TIA were done June 8, 2021, the last day of school for the Senior High was June 10th by the State's calendar. SCDOT does not allow counts when school is not in session. Also, the scope of the analysis takes into account future development and improvements already slated, such as the traffic circle on Shelly Mullis.

Jeff Jernigan: We want to do what's in the best interest of the community, and will work with the Planning staff, Public Works and the neighborhood to accommodate within reason.

Chairman Deese closed Public hearing and called for a motion on item RZ-2022-1527.

Alan Patterson asked if a deferral is possible. **Attorney DuBose** stated that SC Code requires that Planning Commission makes a recommendation to Council within 35 days of presentation; applicant can request deferral but at this point a deferral by Planning Commission would be a de facto recommendation for approval.
Motion to approve by A. Patterson; 2nd by T. Neely.

Discussion:
A. Patterson stated his motion was in the interest of an affirmative motion; he does not support the proposal given the problems of access and insufficient roads.
T. Neely stated she hoped the developer would defer, because the proposal is incomplete. She cannot support it under these circumstances.

Called vote: 4:0. **Motion is denied unanimously**.
Chairman Deese stated the item will go to County Council for consideration, and applicant will be notified of time and date.

b. DA-2022-1527 Arbor Walk LLC
Application by Arbor Walk, LLC for a Development Agreement for approximately 112.75 acres located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00 and 0009-00-011.02) to create a 179-lot single-family residential development.
Staff Presentation: Rox Burhans presented the application consistent with the staff report.
Staff Recommendations: Denial.

Questions to staff: none.

Comment from applicant(s):
Chaplain Spencer (Attorney for Developer): Negotiation of the Development Agreement will allow the County to impose restrictions and address improvements.

Questions from Commissioners:
A. Patterson asked at what stage are impact fees assessed? **R. Burhans** stated they are assessed at the time building permits are issued.

Public Hearing: (See attachments: Sign-in Sheets)

Frances Liu (continued):
- Traffic calming devices being discussed- e.g. floodlights-- are not wanted by residents and are almost as bad as the problem they intend to solve; they want less traffic.
- Date of TIA was NOT conducted when School was in session, school ended May 27th and the study was conducted in June.

Allen Thiede (Legacy Park):
Opposes the plan to grant access through Legacy Park in exchange for access to amenities: public access to amenities will only worsen the traffic and safety problems.

Tony Iannucci (S. Legacy Park): This development will do irreparable harm to quality of life, and to safety. It will allow other developers access to adjacent tracts and the problem will grow.

Svetlana Efremova (S. Legacy Park): She chose Legacy Park for safety, comfort and beauty. This development will destroy the serenity of the neighborhood.

Richard Thomas (Lilywood Lane): This community is a garden, we do not want a path blasted through it. Consider the safety and protection of the community.

Andrew Smith (S. Legacy Park): Attracted to the neighborhood because it was quiet. Development will destroy the peace, and the two access points less than 100 feet apart is a hazard. Vance Baker is not designed for this volume of traffic.

Chairman Deese called for a response from Applicant:
Jeff Jernigan: No further comments at this time.

Chairman Deese closed Public hearing and called for a motion on item DA-2022-1527.
Motion to approve by A.Patterson; 2nd by T. Neely .
Discussion: None

Called vote: 4:0. **Motion is denied unanimously**.
Chairman Deese stated the item will go to County Council for consideration, and applicant will be notified of time and date.

c. UDO-TA-2022-0172: Keith Corporation/MUSC

Application by The Keith Corporation on behalf of MUSC to amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO), paragraph D "Exceptions and non-conforming situations."

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

Questions to staff: None.

Comment from applicant(s):
Sam Walker (Charlotte NC) on behalf of MUSC: Overall proposal to build 100 bed hospital on site, which has only about 30 acres of buildable area. This is Phase I of the project, which features 90, 000 sf of medical services office space to be in operation before the hospital is built. It will require a large amount of parking, and current design constraints do not allow the best utilization of the parcel. Take into consideration that the road frontage is 15 feet below the road level. The client has also conceded at staff request a public collection road through the site from Hwy 521 to Henry Harris Road, which creates further constraints on usable space.

Questions from Commissioners: None.

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

Chairman Deese closed Public hearing and called for a motion on item
UDO-TA-2022-0172
Motion to approve by A. Patterson; 2nd by T. Neely.
Discussion:
A. Patterson made the motion in the interest of having an affirmative motion on the floor.
A. Patterson asked if the applicant bought the property before the HCOD provisions were enacted. **A. Davis** responded that the HCOD was enacted in 2016, well before the applicant bought the property.
Attorney DuBose noted that the overlay district ordinances are public record.

Called vote: 1:3. **Motion is denied**.

Alan Patterson: Against	Tamecca Neely: Against
Sheila Hinson: For	Charles Deese: Against.

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

d. SD-2022-0733: Century Communities aka Shiloh Woods

Application by Century Communities for Preliminary Plat for four parcels totaling approximately 173.52 acres located at or adjacent to 500 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02), to allow development of a 398-lot Cluster Subdivision.

Staff Presentation: Ashley Davis, Senior Planner, presented the applications consistent with the staff report. Staff Recommendations: Proposal is incomplete. No recommendation.

Questions to staff:
C. Deese asked about the reconfiguration of entrances on Shiloh Unity. A. Davis responded that SCDOT recommendation was based on previous layout, and new revision not yet approved; two entrances are required.

Comment from applicant(s):
Ryan Hitchins (Charlotte) for Century Communities: [**see slide presentation attached**.]

Questions from Commissioners: None.

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

Chairman Deese closed Public hearing and called for a motion on item SD-2022-0733.

Alan Patterson asked if it was possible to defer, as the proposal was incomplete. Attorney DuBose responded that the applicant could request deferral; Preliminary Plat approval is made by Commission without referral to Council. Applicant requested deferral if the alternative was denial.

Motion to defer to October 18, 2022 (by request of applicant) by A. Patterson; 2nd by S. Hinson.
Discussion: none.
Called vote: 4:0. **Motion to defer is approved unanimously**.

e. DA-2022-0733: Century Communities aka Shiloh Woods

Application by Century Communities and William Harper for a development agreement for three parcels totaling approximately 19.93 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision.

Staff Presentation: Ashley Davis, Senior Planner, presented the applications consistent with the staff report. Staff Recommendations: Proposal is incomplete. No recommendation.

Comment from applicant(s): Applicant requested deferral if the alternative was denial.

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

Chairman Deese closed Public hearing and called for a motion on item DA-2022-0733.
Motion to defer to October 18, 2022 (by request of applicant) by A. Patterson; 2nd by T. Neely.
Discussion: None.
Called vote: 4:0. **Motion to defer is approved unanimously**.

f. RZ-2022-1566: Chernyak

Application by Svyatoslav Chernyak to rezone .621 acres located at 9851 Kohut Road, Indian Land (TM# 0006N-0B-009.00) from Medium Density Residential (MDR) to General Business (GB) to allow redevelopment as a commercial property.

APPLICATION WITHDRAWN [see attached email communication]. Applicant will address code violations and reapply.

g. RZ-2022-1759: King's Mountain LLC (Daycare)

Application by King's Mountain Self-Storage LLC to rezone 4.84 acres (TM# 0013-00-024.00) located at 4263 Doby's Bridge Road, Indian Land, from Low Density Residential (LDR) to Institutional (INS) district, to allow development of a daycare facility.

Staff Presentation: Matthew Blaszyk, Planner, presented the application consistent with the staff report. Staff Recommendations: Approval.

Questions to staff:
A. Patterson asked what other uses are permitted in INS zoning district. **M. Blaszyk** responded churches, schools, and government buildings.

Comment from applicant(s):
Emily Brown, attorney for applicant: [**see attached documents and slide presentation**.]

Questions from Commissioners:
C. Deese asked if they had received a septic permit for the facility; **Ms. Brown** responded that they had not yet applied, and were awaiting the zoning decision before proceeding with plans.

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

Chairman Deese closed Public hearing and called for a motion on item **RZ-2022-1759**. Motion to approve by T. Neely; 2nd by S. Hinson.

Discussion:

T. Neely noted that is an ideal location for a daycare, next to the Elementary School. **Alan Patterson** expressed concern about safety, crosswalks and sidewalks on the curve at Doby's bridge road.

Called vote: 4:0. **Motion is approved unanimously**.
Chairman Deese stated the item will go to County Council for consideration, and applicant will be notified of time and date.

6. NEW BUSINESS

Overview of Next Month's Agenda

- Deferred items: SD/DA-2022-0733 Shiloh Woods
- RZ-2022-1357 Asbury (LDR to MDR)
- SD-2022-1135 Alcott Village
- RZ/DA-20220735 Nisbet (RN to MDR)

a. Other

Comprehensive Plan Update: (A. Davis)
First of 4 key topic forums was held Thursday, September 8, 2022 in Kershaw (Agriculture and Natural Resources.) Next will be Thursday, September 29, 2022 in Council Chambers (Economic Development). Forums are being filmed and will be posted on the Comp Plan website for public viewing.

7. ADJOURN

Motion to adjourn by **S. Hinson**; 2nd by **A. Patterson**. Motion passed by unanimous consent. Meeting adjourned at 9:03 p.m.

ATTACHMENT:

Item 5a: RZ-2022-1527 and DA-2022-1527

Arbor Walk Rezoning and Development Agreement

Additional Summary of Written Comments

(Received after publication of Agenda)

Summary of Arbor Walk RZ/DA-2022-1579 Citizen's Comments:
Received after agenda publication

As of 4:00 PM on 9/20/2022, we had received 38 additional emails representing approximately 41 individuals as well as the Legacy Park HOA. All of the submitted comments took a position requesting **denial** of the proposed RZ and DA for Arbor Walk.

- 23 comments stated a position **against**, but had no further detail.
- Many stated concerns regarding **traffic congestion, speeding** and inadequacy of area **roads**:
    - 7 general comments
    - 6 regarding Vance Baker
    - 1 regarding S. Legacy Park Dr
    - 1 regarding Goldwing
    - 2 stated concerns with the condition of roads, or future maintenance costs.
- 11 expressed concern for children, pets, pedestrian and/or bicyclist **safety,** especially with regard to lack of sidewalks.
- 1 expressed concern over **damage to local natural habitats** including a nearby stream;
- 3 expressed concern over existing or potential **school overcrowding**.
- 2 objected specifically to the use of the **LCWSD pump station parcel** as an access point [One was from HOA Attorneys regarding encumbrance for "public purposes."]

From:	David Alls
To:	dmarshall@lancastersc.net; Sherrie Simpson; Jennifer Bryan; Rox Burhans; Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk RZ-2022-1527 and DA-2022-1527
Date:	Friday, September 16, 2022 12:22:30 PM

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I am writing to oppose the rezoning of the proposed Arbor Walk community from LDR to MDR.

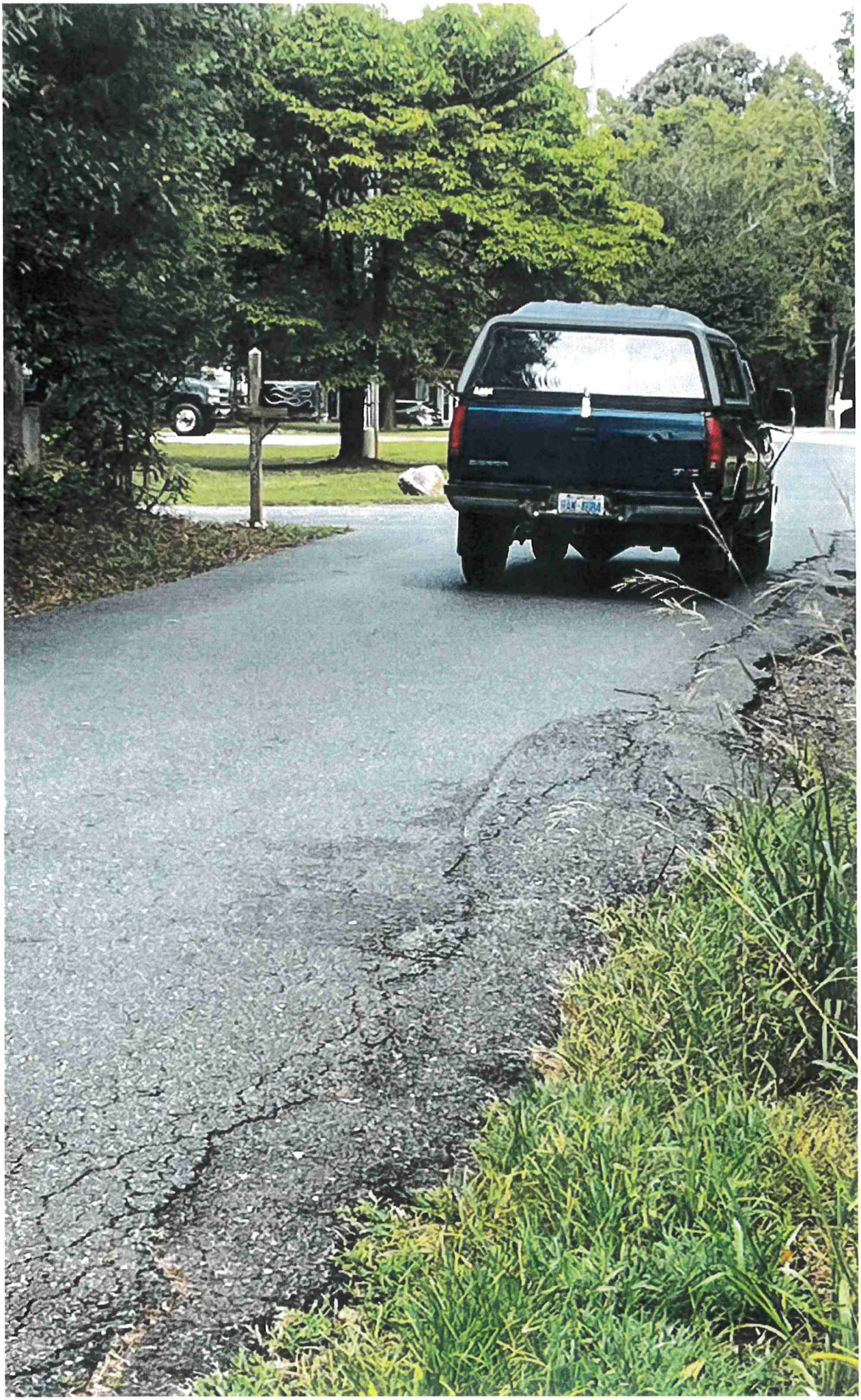
After living in Legacy Park for 11 years, I can safely say that the shortest route from Arbor Walk to Blakeny, Weddington, Waxhaw, Monroe, Matthews, etc will be via Vance Baker Rd. In addition, the preferred route to the Ballantyne area will also be via Vance Baker Rd and Marvin Rd. However, as you can clearly see from the attached photograph, a significant portion of Vance Baker Rd is much too narrow for two vehicles to pass. Any increase in traffic along this portion of Vance Baker Rd without improvements is a bad idea, especially the increased traffic flow that would result from rezoning Arbor Walk from LDR to MDR.

David Alls
2936 S Legacy Park Blvd
Fort Mill, SC 29707
443-783-1881

Summary of Arbor Walk RZ/DA-2022-1579 Citizen's Comments: Attachment to 9/20/2022 Agenda

As of 9:00 AM on 9/13/2022, we had received 80 emails representing approximately 95 individuals (some were signed as "family," making actual numbers difficult to assess.) All of the submitted comments took a position requesting **denial** of the proposed RZ and DA for Arbor Walk.

- 33 comments stated a position against but had no further detail.
- Most stated concerns regarding **traffic congestion** and inadequacy of area **roads**:
    - 17 general comments
    - 26 Vance Baker
    - 24 S. Legacy Park Dr
    - 12 Shelly Mullis
    - 10 Goldwing
    - 2 Henry Harris
    - 1 Waxhaw-Marvin Rd.
    - 1 Green Pond Rd
    - 19 stated concerns with the condition of roads, or future maintenance costs.
- 25 expressed concern for children, pets, pedestrian and/or bicyclist **safety,** especially with regard to lack of sidewalks.
- 9 cited concerns over potential **construction disruption**: trucks, noise, dirt and runoff.
- 9 expressed concern over **damage to local natural habitats** including a nearby stream; 3 of these specifically mentioned the Carolina Heelsplitter habitat; 1 was concerned about building in a floodplain.
- 6 expressed concern over existing or potential **school overcrowding**.
- 3 objected specifically to the use of the **LCWSD pump station parcel** as an access point.
- 2 expressed concern about capacity of **emergency and safety services**.
- 1 expressed concern about water utility service and **water pressure**.
- 1 expressed concern that **home values** would decrease.



From:	Patricia Bernateau
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Saturday, September 17, 2022 3:54:51 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone

From:	Karen Bhayani
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Sunday, September 18, 2022 5:55:14 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.
Respectfully, it is a horrible idea to entertain the thought of building 171 homes on that property. Personally, it's plain greedy. You know full well that our infrastructure can not possibly handle the amount of homes that you are proposing.
We already are experiencing problems before this new neighborhood plan existed!
Vance Baker, and the connecting little roads aren't able to handle the intense amount of traffic it would produce.
Thank you for taking the time to read this.
Karen Bhayani

From:	Jeff Black
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 20, 2022 8:22:22 AM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Jeff Black
Manufacturer's Associates of NC, Inc
3507 Pierre Lane
Indian Land, SC. 29707
(704) 907-5039
maonci@outlook.com

From:	Tracy Black
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 20, 2022 8:28:05 AM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Tracy Black
Chastain Place

From:	Alyssa Bohrer
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Sunday, September 18, 2022 6:18:34 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.
Hi my name is Alyssa Bohrer I am a 12 year old girl and as a member of my community I think putting these 171 homes on that piece of property is a horrible idea. We have a big problem with our traffic especially when we go to school our buses have a very hard time driving with our traffic and they are responsible for our safety. People who drop there kids off at school also have a hard time getting there with our traffic. In my opinion I think it is just plan selfish to put those homes there not just for us but also for the people who would be live there also.

Sent from my iPhone

From:	Phil Braun
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Sunday, September 18, 2022 5:48:46 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from Yahoo Mail on Android

From:	William Chirico jr
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Thursday, September 15, 2022 5:35:13 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

William T Chirico Jr., DPT

From:	Emily Cuda
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 20, 2022 1:22:04 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone

From:	Kellie Dillman
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 10:07:55 AM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527. We are residents of the Chastain neighborhood that shares Vance Baker with Legacy park in Indian Land. Please understand, I am not against development. It is absolutely to be expected as a suburb of bustling Charlotte. However, I think there is a responsible and thoughtful way to grow, and a careless money grabbing approach. I fear the Arbor Brook development is leaning toward the greedy side. I have 3 main concerns for the planned development.

1. We walk/bike Vance Baker (and surrounding roads) often, but with extreme caution. Since there are no sidewalks, no markings and it is narrow, we have to be very aware of the traffic for safety. We've had a few close calls where large vehicles (mostly delivery drivers) aren't paying attention. Adding 170+ houses with Vance Baker and Goldwing as the street outlets will negatively impact the safety and traffic in an already congested area. In addition, there are many trees adding to low visibility and it can be tricky turning on to Shelly Mullis from these roads. Significant road improvement with sidewalks would be necessary to make this a responsible and safe situation for all the residents - how can we work with the county to make sure road improvement is a part of this plan?
2. The Indian Land schools already suffer from massive overcrowding. They currently cannot supply enough busses/drivers to keep up with the current need - let alone adding that many more children. My children have said that they literally walk shoulder to shoulder in the halls of the middle school between classes - they are that crowded. All this irresponsible dense housing without proper school development is weakening our community and hurting our children. It shows that greed and profits are the priority, not our children's future. Can we please slow down the growth until the schools can catch up?
3. Much of the greenspace is being destroyed by developers that have no interest in preserving the quality of Indian Land - they live elsewhere and this is purely a business transaction. Destroying the greenspace is negatively impacting the wildlife, watershed, and turning a beautiful place to live into a barren landscape of postage stamp lot homes. I wish the planning and preservation of our beautiful county could be more deliberate and not at the mercy of developers squeezing every penny they can from undeveloped land. Can we work to preserve greenspace and incorporate it into the future neighborhoods better instead of wiping it clean to place as many houses as possible?

Thank you for your time - please help make the growth responsible.
Kellie and Brian Dillman

From:	Goode, Rachel Woodson
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Sunday, September 18, 2022 12:26:16 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Rachel Goode

Sent from my iPhone

From:	Greene
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 6:19:52 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

From:
J. Greene

From:	Tim Hickerson
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 7:41:40 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

I am opposed to this development because I am concerned about the increased traffic in our community. I walk throughout the South Legacy Park neighborhood and I am concerned about the risk to myself and my neighbors due to the increased traffic.

I am also concerned about adherence to speed limits through the neighborhood. There is already a noticeable amount of traffic that doesn't adhere to the limits and that is likely to only increase as residents of Arbor Walk pass through trying to get home as quickly as possible.

There is also noticeable traffic that doesn't observe the stop signs on South Legacy Park. There are two stop signs to get to the proposed access road to Arbor Walk. With the increased traffic, the number of drivers not observing the stop signs will only increase and will pose a greater risk to the South Legacy Park residents.

Thank you for taking my concerns into consideration before voting on this proposed new community development. I am asking you to vote against this new development.

Tim

Sent from my iPhone

HOA

From: Sarah Frye
To: Rox Burhans
Cc: WCarter@lcwasd.org; Brad Bucy; Jennifer Bryan; johnd; Sherrie Simpson; Terry Graham; CMcGriff@comporium.net; Billy Mosteller; LHoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes; Dennis E. Marstall
Subject: Rezoning Application for the Proposed Arbor Walk Development
Date: Friday, September 16, 2022 1:33:23 PM
Attachments: 9.15.22 letter to Lancaster county re Arbor Walk development.pdf

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Dear Rox Burhans:

Please find attached a letter from Ms. Jones regarding the above-referenced matter.

Sincerely,

Sarah Frye

Legal Assistant

Sellers, Ayers, Dortch & Lyons, P. A.
Suite 410, 301 Midtown Building

301 S. McDowell Street

Charlotte, NC 28204
Phone: 704-377-5050
Fax: 704-339-0172
E-mail: sarah@SellersAyers.com
Visit our Web Site: http://www.SellersAyers.com

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SELLERS, AYERS, DORTCH & LYONS, P.A.

ATTORNEYS AT LAW
301 MIDTOWN, SUITE 410
301 SOUTH McDOWELL STREET
CHARLOTTE, NORTH CAROLINA 28204-2686

CHRISTIAN R. AYERS*
JOHN F. AYERS III
ROBERT C. DORTCH, JR.
BRETT E. DRESSLER ††*‡
DORIAN H. GUNTER
I. MATTHEW HOBBS
CYNTHIA A. JONES*
MICHELLE MASSINGALE DRESSLER**‡
STEPHEN C. SELLERS *
ROBERT A. WHITLOW †

TIMOTHY G. SELLERS * Of Counsel

TELEPHONE
(704) 377-5050

FACSIMILE
(704) 339-0172

* Also Admitted in South Carolina
** Also Admitted in West Virginia
† Also Admitted in Georgia
†† Also Admitted in Texas
††† Also Admitted in Tennessee
‡ Certified Mediator

CHARLES E. LYONS II * (1960-2016)

September 16, 2022

Via first class mail and email to RBurhans@lancastersc.net

Lancaster County Planning Commission
Attn: Rox Burhans
P.O. Box 1809
Lancaster, SC 29721

RE: Rezoning application for the proposed Arbor Walk development
RZ-2022-1527
DA-2022-1527

Mr. Burhans,

I currently represent the Legacy Park Homeowners Association, Inc. ("Association"). The Association's community is adjacent to the proposed Arbor Walk development. The Association has asked that I communicate to you on their behalf regarding their concerns with this proposed new development.

It's my understanding that there is a current application for the property for this development to be rezoned from low density residential to medium density residential. The change in zoning will require two access roads into the new development and this has my client greatly concerned. The roads in the area are already overcrowded, have limited visibility and create safety concerns for citizens that live in the area. To increase the density and allow additional traffic over these roads will have a very damaging impact on those residents already living in the area.

It has come to the attention of my client that the two proposed access points to the development would be Vance Baker Road and a possible tie-in to South Legacy Park Boulevard over a parcel of property currently owned by the Lancaster County Water & Sewer District known as parcel 0009-00-001.02 ("LCWSD Parcel"). This LCWSD Parcel was conveyed to the Lancaster County Water & Sewer District for use as a pump station and the LCWSD Parcel is to be used only for public purposes. The conveyance or encumbrance by the Lancaster County Water &

Sewer District of this LCWSD Parcel to a private owner for development of a private residential community is not a public purpose and should not be permitted.

The proposed zoning change and development plans have my clients very concerned since both access points that are being discussed will encroach directly into the Association's established community. For these reasons, the Association strongly requests that you deny the zoning change to medium density residential for this proposed development.

Thank you for your consideration.

Sincerely,

Cynthia Jones

Cynthia A. Jones, Esq.

cc:
Wes Carter, LCWSD Operations Manager via email to WCarter@lcwasd.org
Brad Bucy, LCWSD District manager via email to BBucy@lcwasd.org
Jennifer Bryan, Lancaster County Planning Commission via email to JBryan@lancasterSC.net
John DuBose, Lancaster County Attorney via email to JohnD@smithrobinsonlaw.com
Sherrie Simpson, Clerk to Lancaster County Council via email to SSimpson@lancastersc.net
Terry Graham, Lancaster County Council via email to TGraham@lancastersc.net
Charlene McGriff, Lancaster County Council via email to CMcGriff@comporium.net
Billy Mosteller, Lancaster County Council via email to BMosteller@lancastersc.net
Larry Honeycutt, Lancaster County Council via email to LHoney@comporium.net
Steve Harper, Lancaster County Council via email to SteveHarper@lancastersc.net
Alan Blackmon, Lancaster County Council via email to ABlackmon@lancastersc.net
Brian Carnes, Lancaster County Council via email to BrianCarnes@lancastersc.net
Dennis Marstall, County Administrator via email to DMarstall@lancastersc.net

From:	Kathy Horner
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 8:29:48 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

From: Beth Hughes
To: Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Subject: Arbor Walk Development
Date: Monday, September 19, 2022 7:29:20 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

From:	Susan Hughes
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans; Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527
Date:	Sunday, September 18, 2022 6:42:15 PM

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Dear Sirs and Madams,

Please consider stopping this proposed development! My husband and I live with our backyard against Vance Baker in Chastain Village and our daughter and her family live in Legacy Park, therefore we travel Vance Baker and turn where the new development will be to go to our daughter's house numerous times a day. Vance Baker is very, very narrow. In most places one car has to pull off the road to let another go by. The speed limit is 15 MPH because of this. The road is also full of pot holes and rough edges along the sides. In fact, two cars cannot fit on the entrance to the road, if a car is pulling in, the car pulling out must stop a good distance before the stop sign so it can fit. I cannot imagine safe travel on that road for an additional 171 homes, let alone school bus routes, etc..

Also, Legacy Park is a nice development with lots of children. This is also a safety concern with more traffic.

Thank you,

Susan and William Hughes
6126 Vevey Lane
Indian Land, SC 29707

From:	Jay Jacob
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 20, 2022 9:59:33 AM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.
This will decrease traffic safety for kids in neighborhood. There are not 2 entrances for Arbor Walk.

Sent from my iPhone

From:	Courtney Johnson
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 7:55:04 AM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone

From:	Lori Kimpel
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 2:18:44 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Lori Valdes

From:	Ashley Larson
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Saturday, September 17, 2022 1:04:14 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

The roads can't handle the extra traffic.
The schools can't handle the extra students.

From:	Scott Larson
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 10:34:48 AM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

From:	Cole MacNeill
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes; cole_macneill@tjx.com
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 9:25:23 PM

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—IT Helpdesk, support.lancastercountysc.net

We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

I live in the last house built in Legacy Park. My house is immediately adjacent to where the second access road is proposed.

To say the proposed access road would be a severe infringement on my privacy is an understatement. When I had my house built, I gave careful consideration to the placement of my screen porch. I took into account both my family's privacy and the privacy of my neighbor, on the east side of my house, to ensure we both had private space we could enjoy.

In addition, the field next to my home is very often used by the children of our neighborhood for recreation, just as it was by my young son, when we first moved to Legacy Park. It is has been and it remains a peaceful and semi-secluded sanctuary for all, free of any of the concerns an access road would bring.

I welcome any new neighbors who can benefit from the peace and tranquility we have experienced, but I am absolutely against the degradation of our neighborhood and the safety concerns, this additional access road would create for our community.

Sincerely,

Cole MacNeill
2976 S. Legacy Park Blvd.

Cole MacNeill

From:	Lonnie Mcduffie
To:	Sherrie Simpson; Jennifer Bryan; Allen Blackmon; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Brian Carnes
Subject:	Oppose Arbor Walk
Date:	Monday, September 19, 2022 11:06:52 PM

The System couldn't recognize this email as this is the first time you received an email from this sender lonniemcduffie@gmail.com

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—IT Helpdesk, support.lancastercountysc.net

We Oppose Arbor Walk RZ-2022-1257 and DA-2022-1527

I live in Legacy Park. My backyard faces Goldwing Lane, which is directly off of Vance Baker.

Before you approve this, please drive down these two roads yourself and see how small and dangerous they are already. These streets can not handle heavy traffic flow.

It is unfathomable that a construction company would even think to put an entrance to a new development through an already existing community.

We are in support of new communities, but they need to be planned with proper exits and entrances that keep community members safe.

Thank you in advance for voting against this proposal and protecting an already established community.

Lonnie McDuffie
1219 E. Arrow Lake Court
Fort Mill, SC 29707

From:	Rachel Mc
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 11:44:29 PM

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We oppose Arbor Walk RZ-2022-1527.

This request is unprecedented. I am not opposed to new development, however I am opposed to development that is unsafe.

This request for a new development to use an established development as a point of entry is unprecedented.

I purchased my home in Legacy Park for a safe family community for my children to be able to walk and ride their bikes to the park and pool with safety in mind. To add so many homes to this community is unsafe for our children and the elderly who I see walking every morning.

Please keep Legacy Park a safe, family friendly neighborhood.

That is what we (the community) purchased....we purchased the lifestyle this community had to offer.

Thank you in advance for keeping the children and the elderly of Legacy Park safe.

Sincerely,
Rachel McDuffie
1219 E. Arrow Lake Court
Fort Mill, SC. 29707

From:	Petra Murphy
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 13, 2022 6:28:38 PM

The System couldn't recognize this email as this is the first time you received an email from this sender petramurphy@ymail.com

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Thank you
Petra

From:	carol nalavelli
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 10:17:52 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Thanks,

Carol Jay Nalavelli
Contact Cellphone || (972) 8164453

From:	Ravi Nalavelli
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 10:16:59 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone

From:	savannah oh.
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 13, 2022 7:01:59 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527. I'm a teenager in Legacy Park, and for the safety of me, my little siblings, and everyone else living here, I believe the development of Arbor Walk would be detrimental to the safety and well-being of residents here due to traffic.

Sent from my iPhone

From:	Adam Palmer
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Saturday, September 17, 2022 1:33:51 PM

The System couldn't recognize this email as this is the first time you received an email from this sender culpable@yahoo.com

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I oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Adam Palmer
704 238 3944

Sent from Yahoo Mail on Android

From:	Kenneth Pecca
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 20, 2022 1:45:55 PM

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As a resident of legacy park I oppose Arbor Walk

We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Jennifer Bryan

From: Sherrie Simpson <SSimpson@lancastersc.net>
Sent: Monday, September 19, 2022 3:31 PM
To: Jennifer Bryan
Subject: FW: Proposed Arbor Walk

Here is another Arbor Walk email.

Sherrie

Lancaster County
South Carolina
www.mylancastersc.org

Sherrie Simpson, *Clerk to Council*
County Council

Lancaster County Government
PO Box 1809
101 N Main St
Lancaster, SC 29720

P: (803) 416-9307 F: (877) 241-5430
SSimpson@lancastersc.net

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

From: Bonnie Price <bonnie_price@wycliffe.org>
Sent: Saturday, September 17, 2022 2:54 PM
To: Sherrie Simpson <SSimpson@lancastersc.net>
Subject: Proposed Arbor Walk

☐ **The System couldn't recognize this email as this is the first time you received an email from this sender bonnie_price@wycliffe.org**

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527

Thank you!
John and Bonnie
2458 N Legacy Park Blvd

From:	John Rose
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Monday, September 19, 2022 12:09:18 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone John Rose
3565 Monastic Road
Carrington

From:	Alison Rutledge
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Wednesday, September 14, 2022 10:56:32 AM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone

From:	Kristina Samsonova
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Saturday, September 17, 2022 1:54:17 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone

From:	Edward Smith
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 13, 2022 6:30:14 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Sent from my iPhone

From:	Ralph Stewart
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Sunday, September 18, 2022 2:21:29 PM

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527.

Vance Baker Road is very dangerous because it is so narrow. You can't get 2 cars going in opposite directions side by side without pulling off the edge of the road. There are no sidewalks on the portion of the read that would be next to the new development. In my opinion Vance Baker should be updated to a standard subdivision road with at lease one sidewalk before this new development is allowed to proceed.

The Stewart's
3614 Charost Way
Indian Land, Sc 29707

Sent from my iPhone

From:	Natasha Thomas
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Thursday, September 15, 2022 9:31:25 PM

The System couldn't recognize this email as this is the first time you received an email from this sender natashathomas445@yahoo.com

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We oppose Arbor Walk RZ-2022-1527 and DA-2022-1527. I live on one of the main roads that would be impacted. The current infrastructure cannot accommodate additional residential homes. My children will also face additional dangers while trying to play ant our home that we've been living in. It just isn't safe. Our schools also cannot effective operate with the number of students that the current new developments will bring much less adding this one.

Indian land is bursting at the seems. More schools or commercial projects can be justified and parks. Residential building should be halted until schools and infrastructure are properly planned. Your state ratings are going to take additional plunges.

Sincerely
N Thomas

Sent from my iPhone

ATTACHMENT:

Item 5a. RZ-2022-1527: Arbor Walk

Letter from HOA Attorney

RECEIVED MON 9/19/2022

SELLERS, AYERS, DORTCH & LYONS, P.A.

ATTORNEYS AT LAW
301 MIDTOWN, SUITE 410
301 SOUTH McDOWELL STREET
CHARLOTTE, NORTH CAROLINA 28204-2686

CHRISTIAN R. AYERS*
JOHN F. AYERS III
ROBERT C. DORTCH, JR.
BRETT E. DRESSLER ††*‡
DORIAN H. GUNTER
I. MATTHEW HOBBS
CYNTHIA A. JONES*
MICHELLE MASSINGALE DRESSLER**‡
STEPHEN C. SELLERS *
ROBERT A. WHITLOW †

TIMOTHY G. SELLERS * Of Counsel

TELEPHONE
(704) 377-5050

FACSIMILE
(704) 339-0172

* Also Admitted in South Carolina
** Also Admitted in West Virginia
† Also Admitted in Georgia
†† Also Admitted in Texas
††† Also Admitted in Tennessee
‡ Certified Mediator

CHARLES E. LYONS II * (1960-2016)

September 16, 2022

Via first class mail and email to RBurhans@lancastersc.net

Lancaster County Planning Commission
Attn: Rox Burhans
P.O. Box 1809
Lancaster, SC 29721

RE: Rezoning application for the proposed Arbor Walk development
RZ-2022-1527
DA-2022-1527

Mr. Burhans,

I currently represent the Legacy Park Homeowners Association, Inc. ("Association"). The Association's community is adjacent to the proposed Arbor Walk development. The Association has asked that I communicate to you on their behalf regarding their concerns with this proposed new development.

It's my understanding that there is a current application for the property for this development to be rezoned from low density residential to medium density residential. The change in zoning will require two access roads into the new development and this has my client greatly concerned. The roads in the area are already overcrowded, have limited visibility and create safety concerns for citizens that live in the area. To increase the density and allow additional traffic over these roads will have a very damaging impact on those residents already living in the area.

It has come to the attention of my client that the two proposed access points to the development would be Vance Baker Road and a possible tie-in to South Legacy Park Boulevard over a parcel of property currently owned by the Lancaster County Water & Sewer District known as parcel 0009-00-001.02 ("LCWSD Parcel"). This LCWSD Parcel was conveyed to the Lancaster County Water & Sewer District for use as a pump station and the LCWSD Parcel is to be used only for public purposes. The conveyance or encumbrance by the Lancaster County Water &

Sewer District of this LCWSD Parcel to a private owner for development of a private residential community is not a public purpose and should not be permitted.

The proposed zoning change and development plans have my clients very concerned since both access points that are being discussed will encroach directly into the Association's established community. For these reasons, the Association strongly requests that you deny the zoning change to medium density residential for this proposed development.

Thank you for your consideration.

Sincerely,

Cynthia Jones

Cynthia A. Jones, Esq.

cc:
Wes Carter, LCWSD Operations Manager via email to WCarter@lcwasd.org
Brad Bucy, LCWSD District manager via email to BBucy@lcwasd.org
Jennifer Bryan, Lancaster County Planning Commission via email to JBryan@lancasterSC.net
John DuBose, Lancaster County Attorney via email to JohnD@smithrobinsonlaw.com
Sherrie Simpson, Clerk to Lancaster County Council via email to SSimpson@lancastersc.net
Terry Graham, Lancaster County Council via email to TGraham@lancastersc.net
Charlene McGriff, Lancaster County Council via email to CMcGriff@comporium.net
Billy Mosteller, Lancaster County Council via email to BMosteller@lancastersc.net
Larry Honeycutt, Lancaster County Council via email to LHoney@comporium.net
Steve Harper, Lancaster County Council via email to SteveHarper@lancastersc.net
Alan Blackmon, Lancaster County Council via email to ABlackmon@lancastersc.net
Brian Carnes, Lancaster County Council via email to BrianCarnes@lancastersc.net
Dennis Marstall, County Administrator via email to DMarstall@lancastersc.net

ATTACHMENT: SIGN-IN SHEETS

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 3: CITIZEN'S COMMENTS

General Comments or comments on matters not on tonight's agenda.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, September 20, 2022

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

PLEASE PRINT

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Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5a: RZ-2022-1527 Arbor Walk LLC

Application by Arbor Walk, LLC to **rezone** approximately 112.5 acres located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00) from Low Density Residential (LDR) to Medium Density Residential to create a 179-lot single-family residential development.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, September 20, 2022

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

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1.	Cole MacNeill / Mary Ann MacNeill
2.	Jean McMullen
3.	Fran Lieu
4.	Michelle Simonetti

5.	Jay Jacob
6.	Deborah Wasylchak
7.	LYLE WASYLCHAK
8.	Susan Sanderson
9.	Larry Sanderson
10.	Rebecca Guzman
11.	
12.	
13.	
14.	
15.	
16.	
17.	

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5b: RZ-2022-1527 Arbor Walk LLC

Application by Arbor Walk, LLC for a **Development Agreement** for approximately 112.75 acres located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00 and 0009-00-011.02) to create a 179-lot single-family residential development.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, September 20, 2022

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

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1.	Frances Liu
2.	Allen Thiele
3.	Rebecca G
4.	Tony Iannucci

5. Svetlana Efremova
6. RICHARD THOMAS
7. Andrew Smith
8.
9.
10.
11.
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17.

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5c: UDO-TA-2022-0172 Keith Corporation/MUSC

Application by The Keith Corporation on behalf of MUSC to amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO), paragraph D "Exceptions and non-conforming situations."

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, September 20, 2022

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

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Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5d: SD-2022-0733 Century Communities aka Shiloh Woods

Application by Century Communities for a **Preliminary Plat** for four parcels totaling approximately 169.86 acres located at and adjacent to 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.130049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, September 20, 2022

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

PLEASE PRINT

1. Ryan Hitchins
2.
3.
4.

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5e: DA-2022-0733 Century Communities aka Shiloh Woods

Application by Century Communities for a **Development Agreement** for four parcels totaling approximately 169.86 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, September 20, 2022

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

PLEASE PRINT

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Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5g: RZ-2022-1759 king's Mountain LLC (Daycare)

Application by King's Mountain Self-Storage LLC to rezone 4.84 acres (TM# 0013-00-024.00) located at 4263 Doby's Bridge Road, Indian Land, from Low Density Residential (LDR) to Institutional (INS) district, to allow development of a daycare facility.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, September 20, 2022

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

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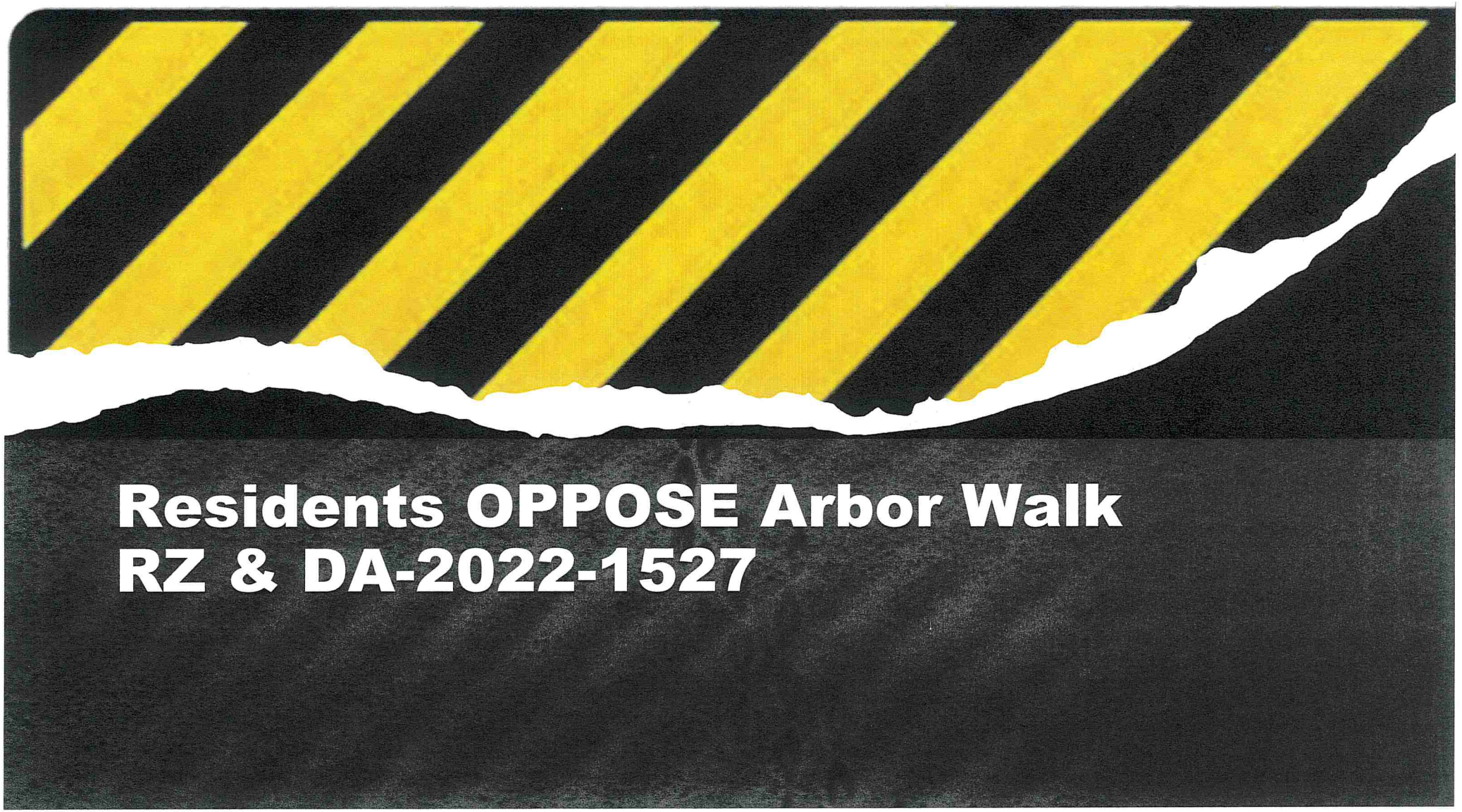
ATTACHMENT:

Item 5a: RZ-2022-1527 and DA-2022-1527

Arbor Walk Rezoning and Development Agreement

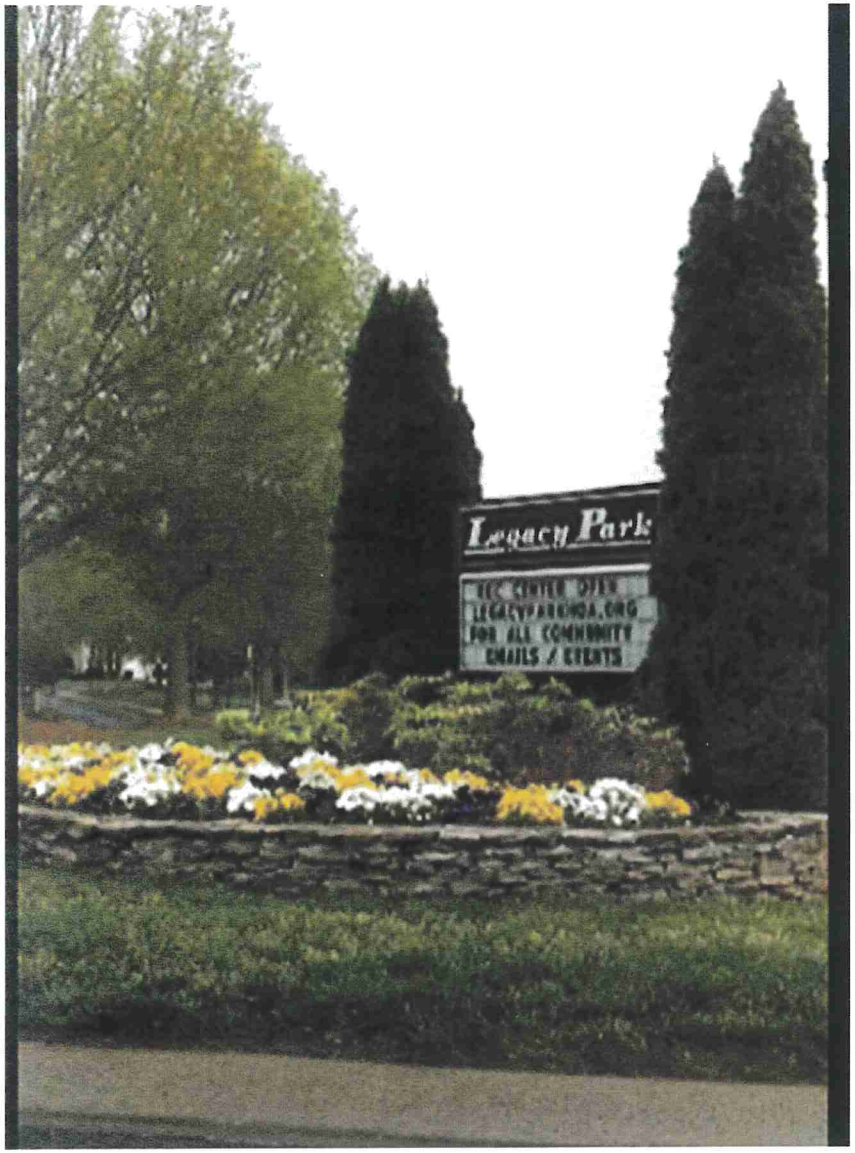
Michelle Simonetti/HOA Slide Presentation

(Opposed)

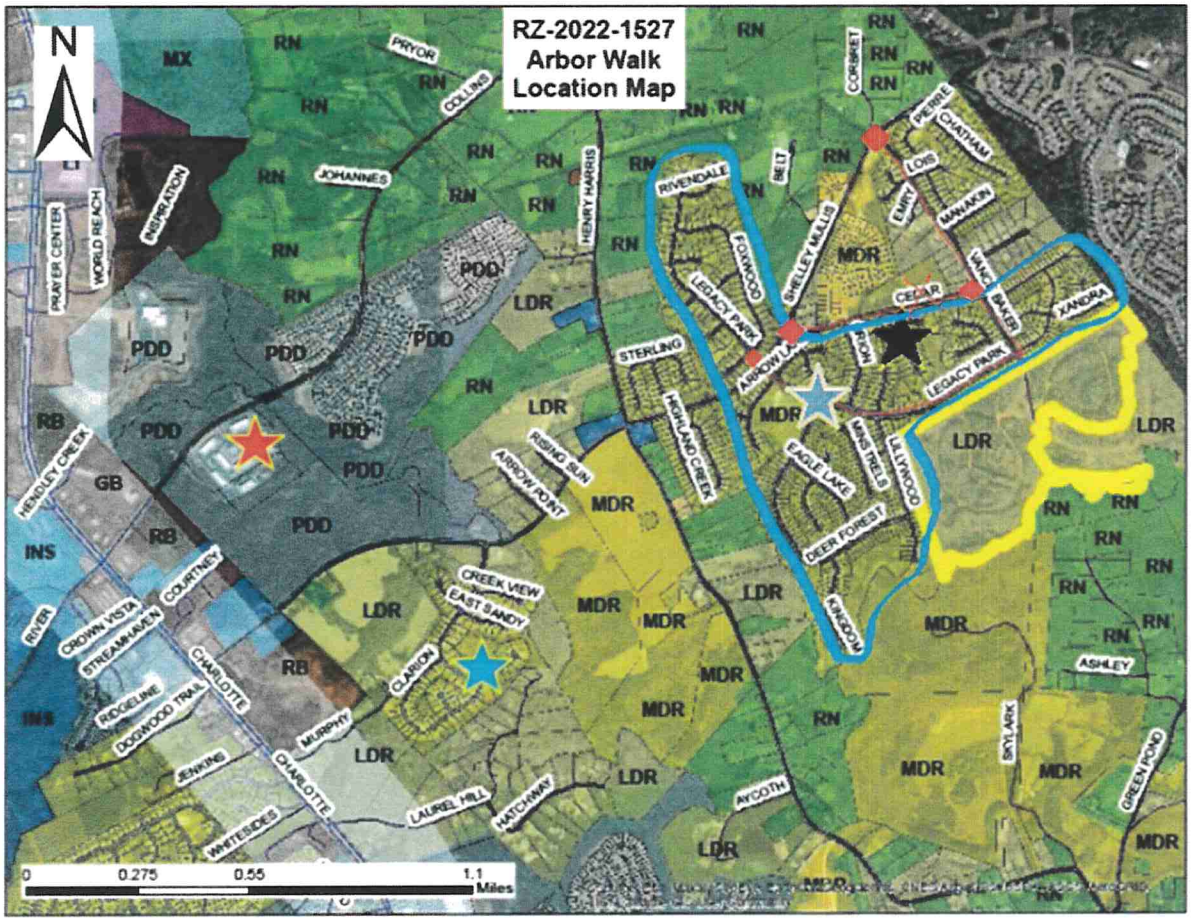

Residents OPPOSE Arbor Walk
RZ & DA-2022-1527

Top Reason to DENY Arbor Walk

- Two outlets do not exist today in order to justify rezoning
- The single lane road that does exist is underdeveloped
- Arbor Walk development would require passing through already established Legacy Park
- None of the connecting roads to Legacy Park support construction vehicles



We are not against development, we are asking for common sense development.
Entrances outside of Legacy Park.



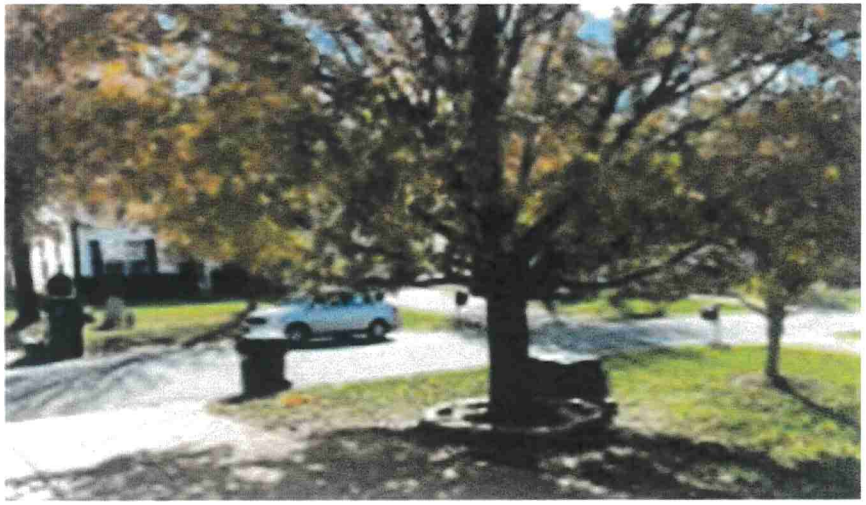
Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to MDR

Legend:

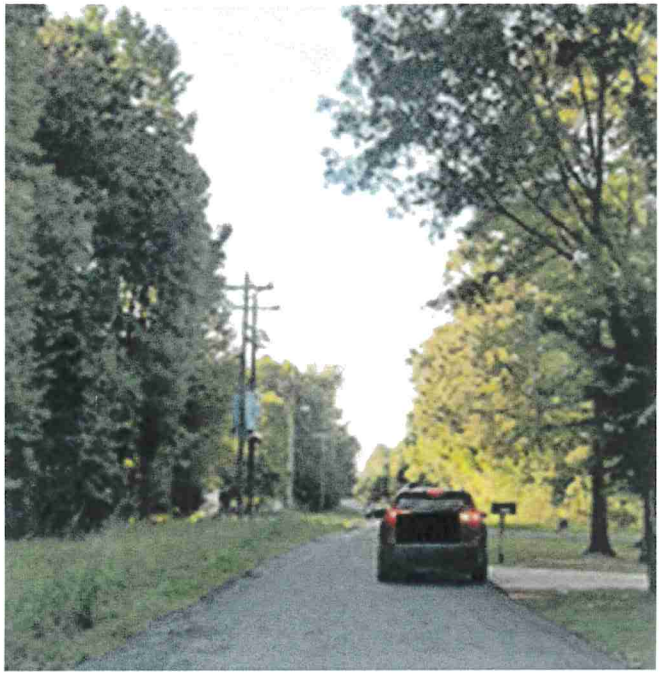
- Dangerous Intersections
- Subject Property
- Legacy Park
- The Indigo Apartments
- Shelley Woods

Traffic through established community?

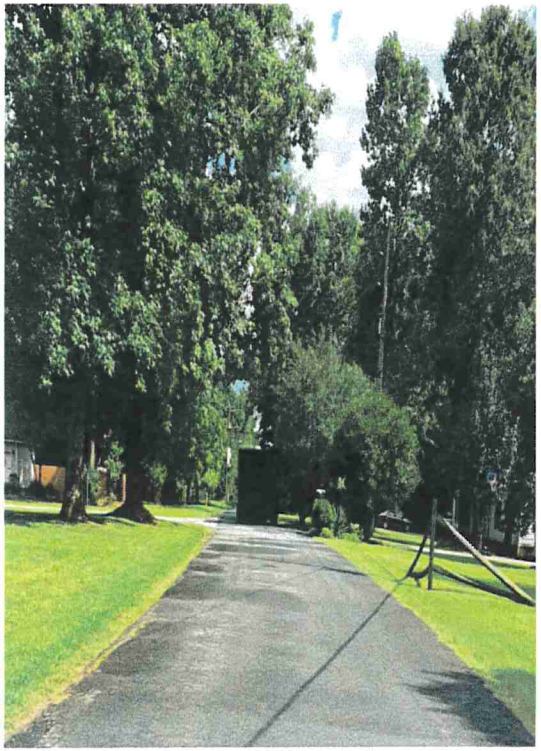


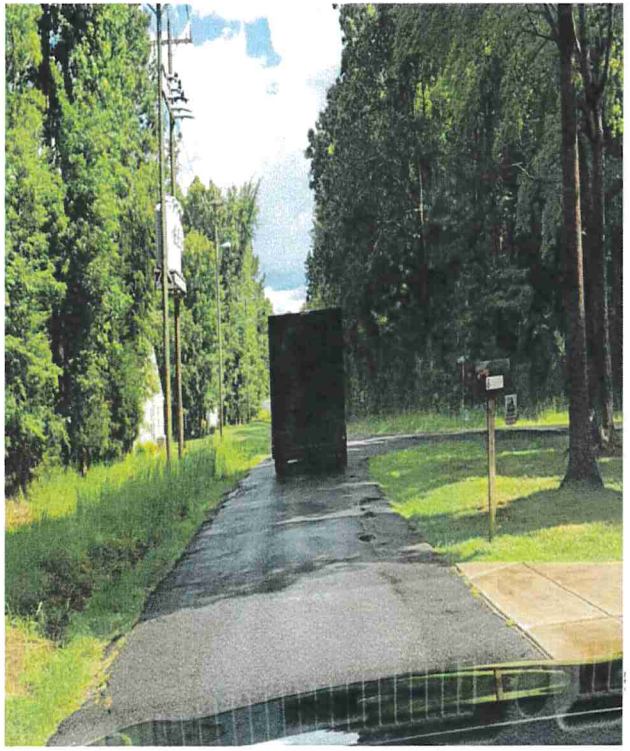
Perhaps some real roads? Sidewalks for safety?

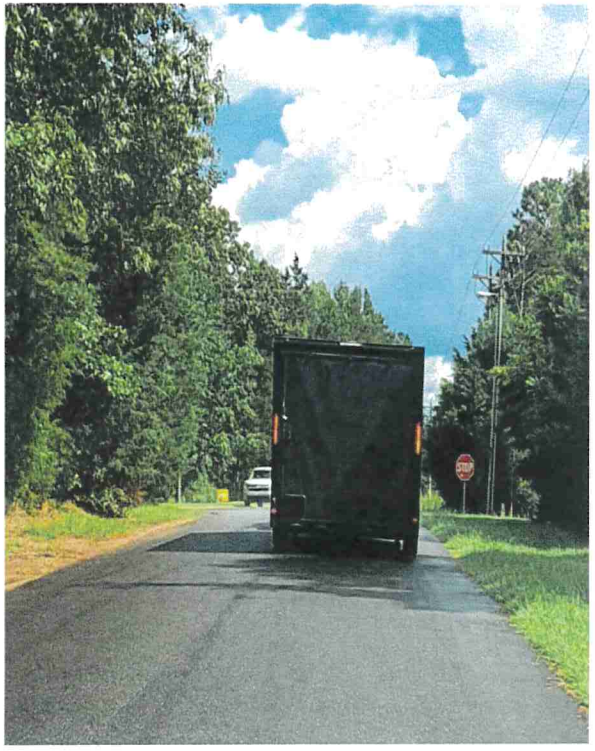
Pedestrian Safety - Sidewalks



Vance Baker Road is not wide enough to accommodate even the current traffic.







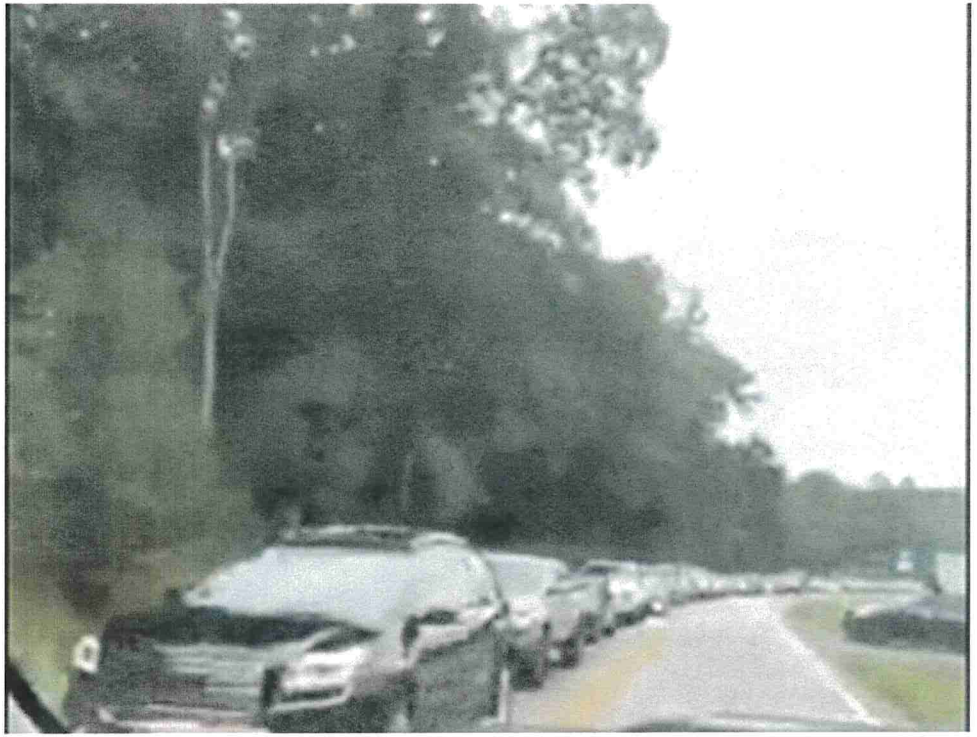
What will construction look like?

This is where the construction vehicles will enter

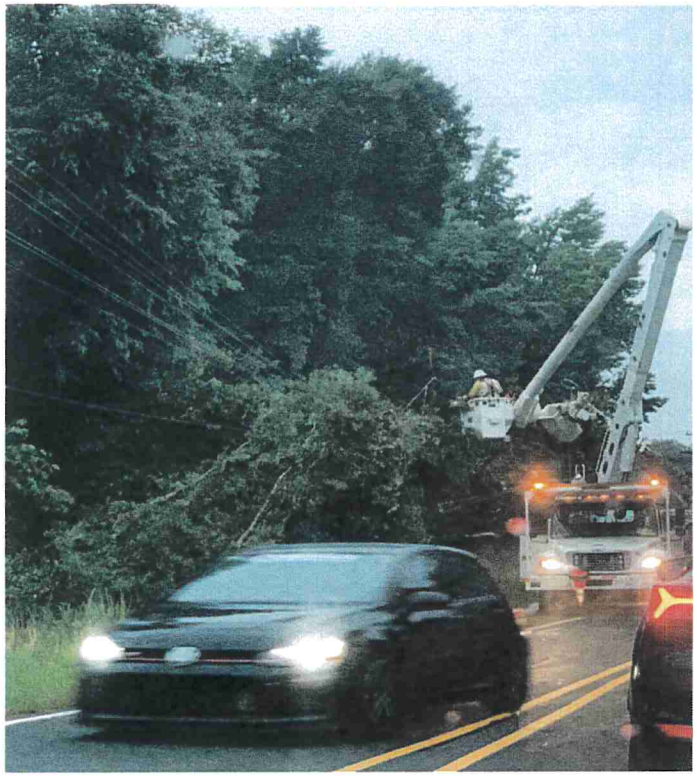
Wildlife Close Encounters

Our roads are already OVERCROWDED!!

Our Commute



Traffic Safety



Please keep us Safe and Deny Arbor Walk

We cannot do this without you!!

Contribute to Future Development Plans

SEPTEMBER 8

Agriculture & Natural Resources

6:30 pm

Kershaw Town Hall
113 N Hampton Street
Kershaw, SC 29067

SEPTEMBER 29

Economic Development

6:30 pm

County Administration Building
101 N Main Street
Lancaster, SC 29720

OCTOBER 13

Land Use & Growth Management

6:30 pm

USC-Lancaster Bundy Auditorium
476 Hubbard Drive
Lancaster, SC 29720

OCTOBER 27

Transportation

6:30 pm

CrossRidge Conference & Event Center
2001 Parkway Drive
Indian Land, SC 29707

www.Lancaster2040.com

What's Next?

- Planning Commission 6pm - 101 N. Main Street
- County Council October 6pm - 101 N. Main Street
- https://www.mylancastersc.org

Citizen Comments

Citizens can sign up for Citizens Comments and address Council at any Council meeting. Citizens have three minutes to address Council. Citizens can sign up in person or online. The Citizens Comments sign up sheet is located at a podium on the right when you enter Council Chambers. The sheet is taken to the Chairman about one minute before the meeting begins. Also, written comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, via email to Sherrie Simpson at ssimpson@lancastersc.net or via 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 for Council meetings and by 4:00 p.m. on the day before the meeting for Committee of the Whole meetings. Please use the same link above to submit input/comments for Public Hearings.

From Legacy Park and surrounding residents

ATTACHMENT:

Item 5d: SD-2022-0733 Shiloh Woods

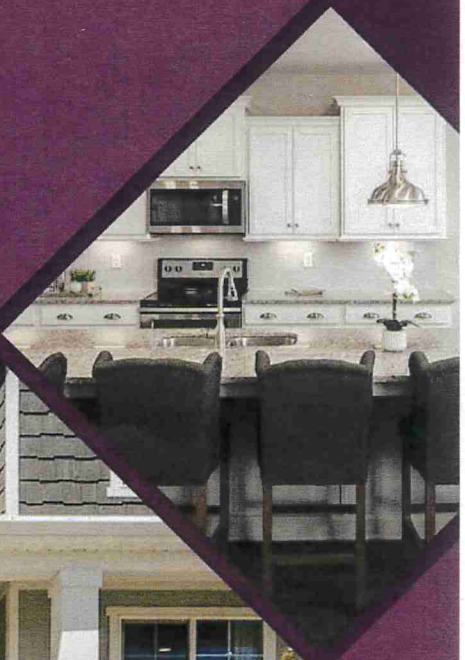
Slide Presentation

CENTURY COMMUNITIES

Shiloh Woods

Lancaster, SC

September 20th, 2022



Who We Are

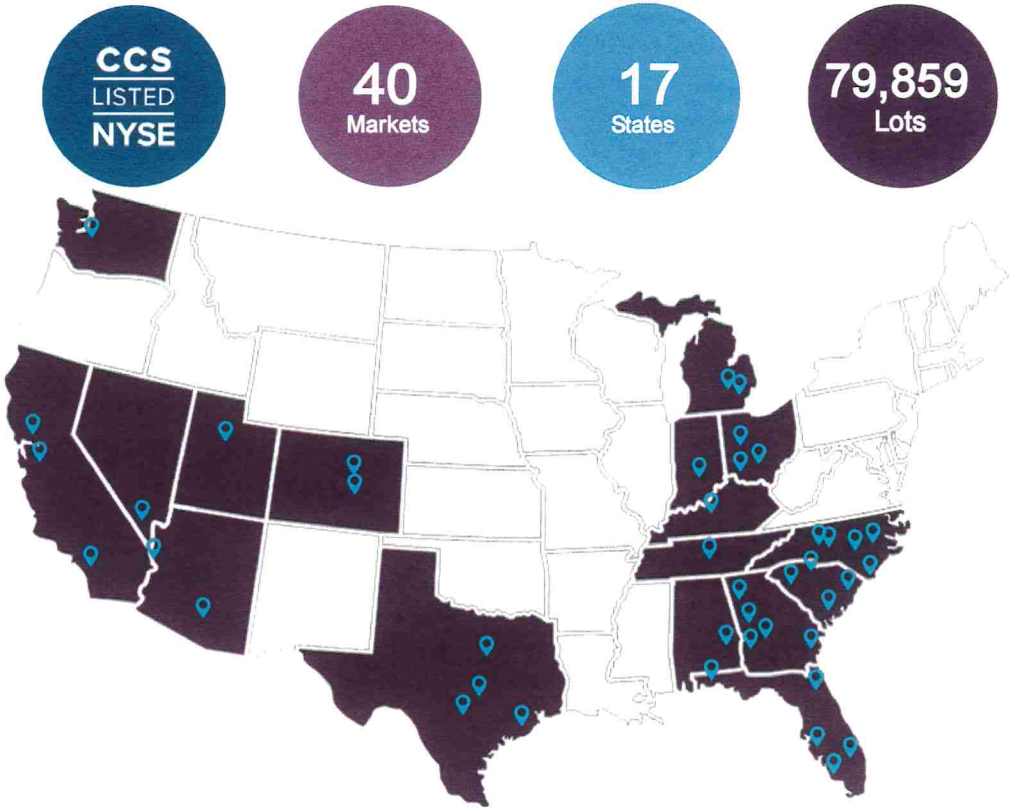
Top 10 U.S. Homebuilder

9th largest homebuilder (2019-2021)
#1 fastest-growing public builder 3 years in a row (2017 – 2019)

$4.2 Billion in Total Revenues and 10,805[1] homes delivered

One-stop Homebuying
Our financial services business provides mortgage, title and insurance services

[1]Source: Company filings, Period is Full Year 2021

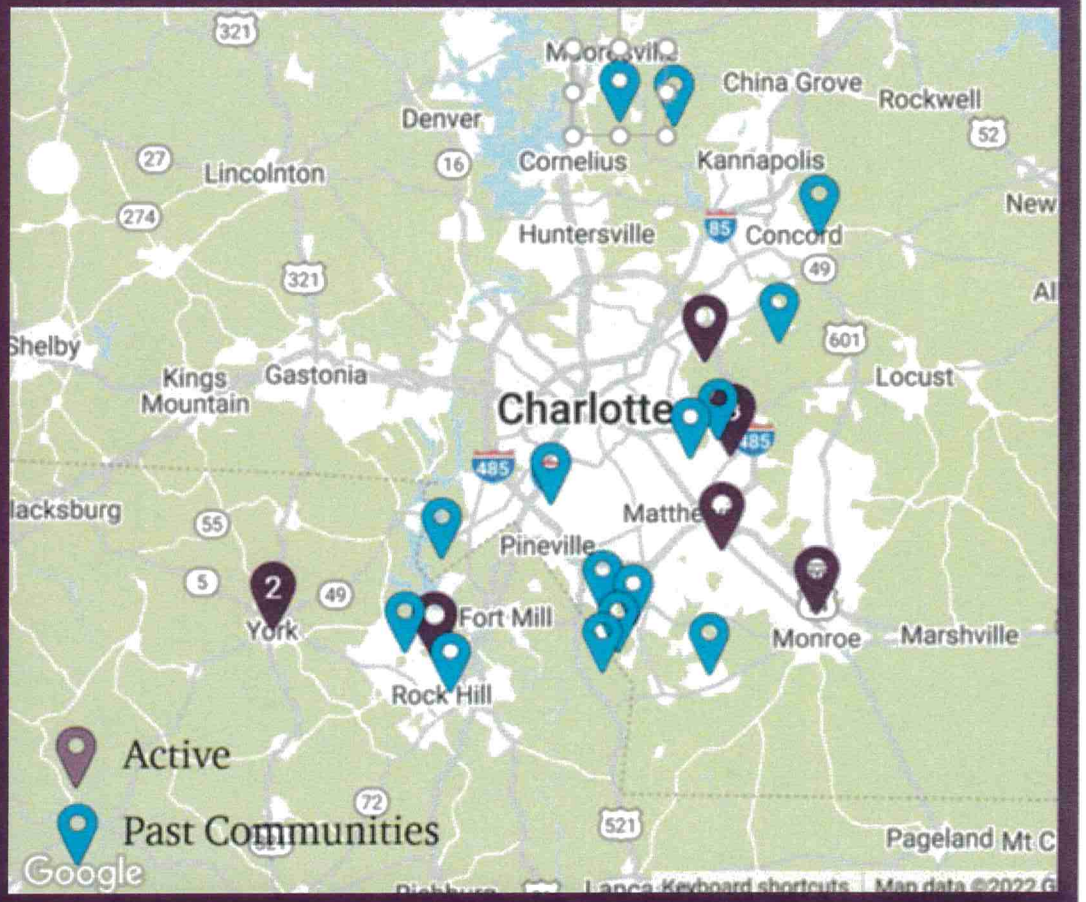


Why It's Important

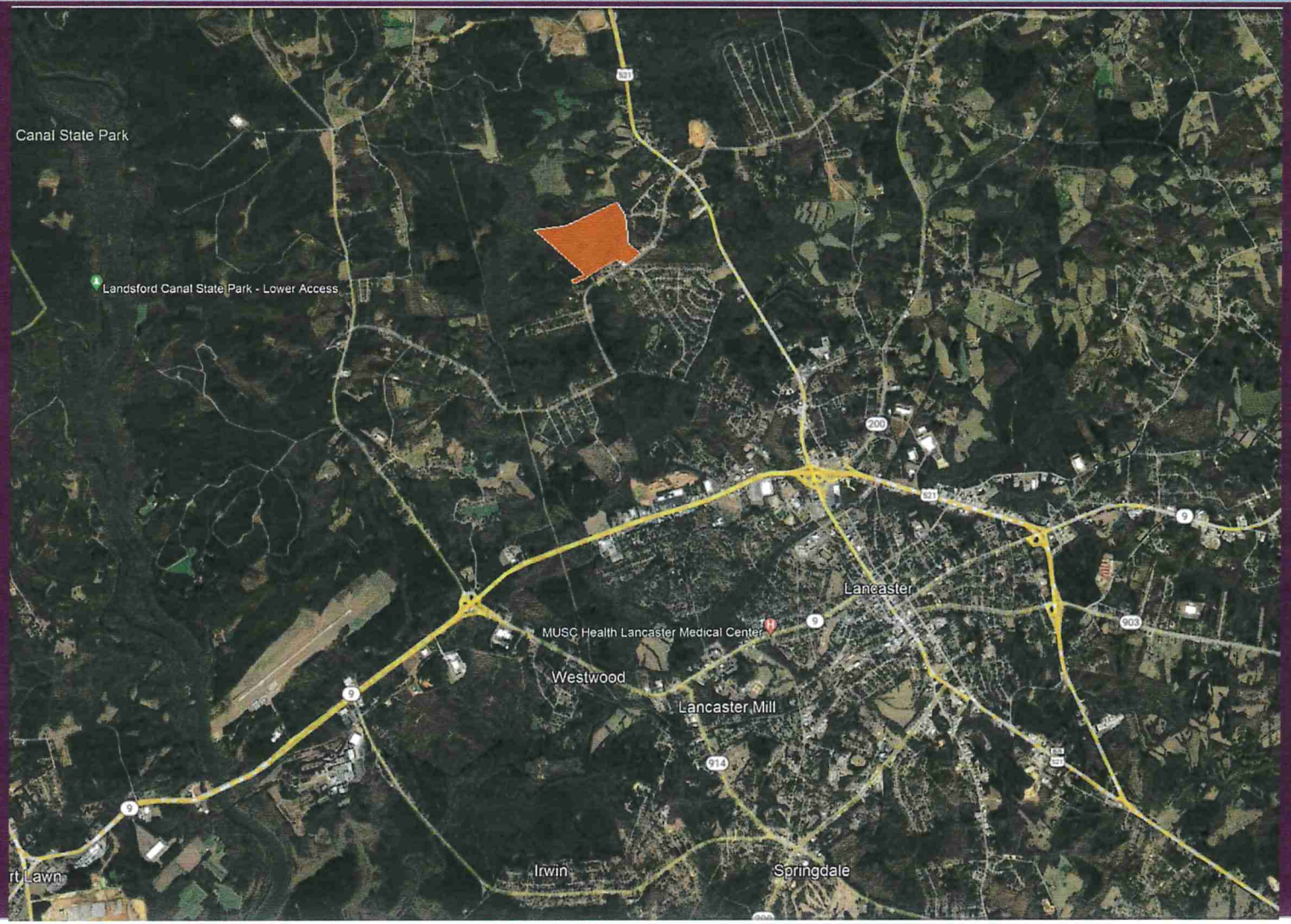
- Combination of local market expertise and nationwide operational support
- Financial resources to withstand market cycles and ensure success
- Handle all project responsibilities (entitlement, design, site development, home construction, sales, HOA management)

Existing Communities

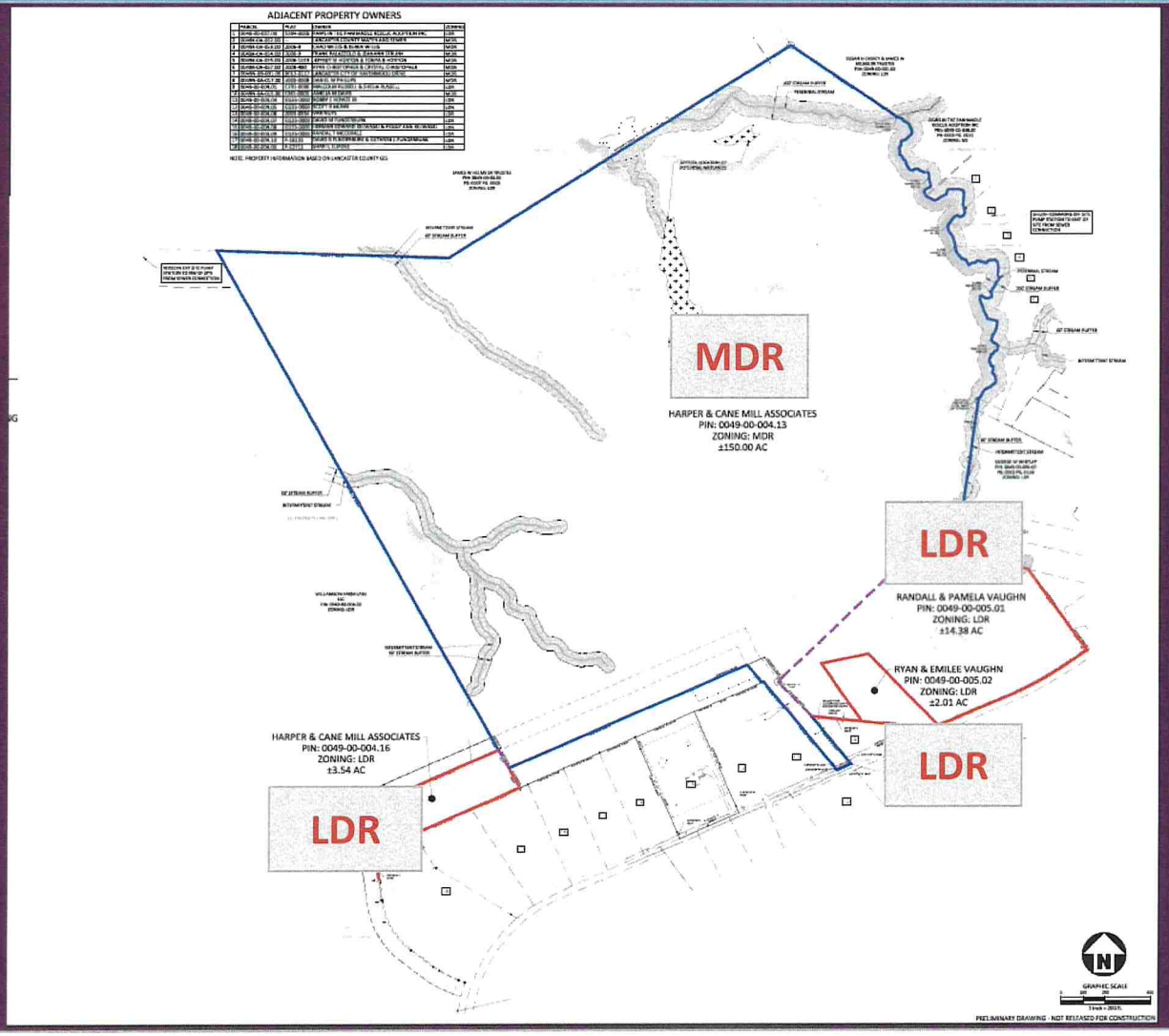
- Entered the Charlotte market Spring 2017
- Proven and consistent track record
- Thoughtful approach to site selection, community design, architecture and integrating everyday efficiencies into our homes
- Full-service land acquisition, entitlement and development capabilities
- Currently active in 7 communities across the Charlotte area with 3 more planned openings in 2022; 15 communities closed out



Location Map



Current Zoning of 4 Total Parcels/170 acres



CENTURY COMMUNITIES

Site Plan

SINGLE FAMILY	
50' x 100':	133 LOTS (33% OF TOTAL)
60' X 110':	132 LOTS (33% OF TOTAL)
70' X 120':	133 LOTS (33% OF TOTAL)
SINGLE FAMILY TOTAL:	398 LOTS

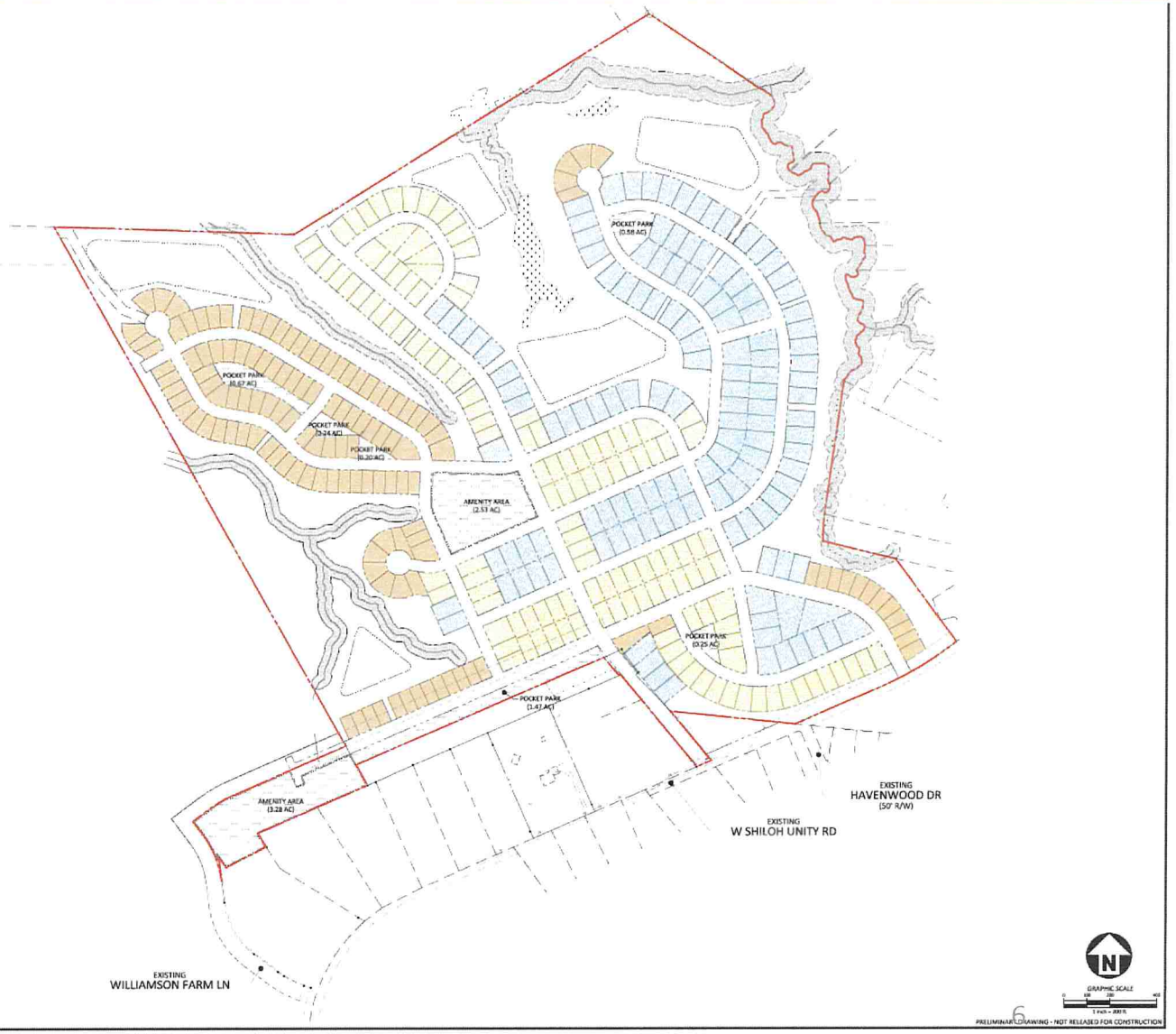
MAXIMUM DENSITY:	2.50 DU/AC
PROPOSED DENSITY:	2.34 DU/AC
OPEN SPACE REQUIRED (25% OF SITE)*:	± 52.53 AC
OPEN SPACE PROVIDED**:	± 52.53 AC
PARK SPACE REQUIRED (5% OF SITE):	± 8.49 AC
PARK SPACE PROVIDED***:	± 8.49 AC
IMPERVIOUS AREA:	± 97.04 AC = 56% OF SITE
STORMWATER DETENTION PROVIDED****:	± 11.33 AC

LEGEND

TOTAL POTENTIAL LOTS		398 LOTS
	50' X 100'	133 LOTS
	60' X 110'	132 LOTS
	70' X 120'	133 LOTS

SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

CENTURY COMMUNITIES

Amenity Examples

Site Due Diligence & Milestones

- Boundary and ALTA Survey
- Geotechnical Investigation
- Phase 1 Environmental Site Assessment
- Threatened and Endangered Species Assessment
- Wetlands Investigation/Survey (Jurisdictional Determination Pending)
- SCDOT/Lancaster County Coordination of Required Road Improvements
- TIA submitted to both County and SCDOT for approvals
  - Suggested offsite road improvement of left turn lane at 521/West Shiloh Unity including deceleration and taper
- Preliminary Plat designed
- $124,976 spent to date on project for the above items

Architecture

What are the expected home price points and building materials?

Century Communities Neighborhoods

- Multiple one-story ranch and two-story floorplans – all with 2 car garages
- Wide range of design center options for buyers to customize their homes
- Average price point of Shiloh Woods anticipated to be $375k with range of $325k-$435k

Questions?

ATTACHMENTS:

Item 5f: King's Mountain LLC (Day Care)

1. Summary of Neighborhood Meeting
2. Notice of Community Meeting
3. Slide Presentation

Summary of Neighborhood Meeting
RZ-2022-1759
4263 Doby's Bridge Road
Applicant: Kings Mountain Self-Storage, LLC

The applicant held a virtual neighborhood meeting on September 19, 2022, at 6:00 p.m. on Zoom. The applicant notified 16 surrounding property owners by mail and sent a notice to the Indian Land Elementary School PTA President by email. The seven attendees included three community members, a Lancaster County Planning Department staff member, and applicant. After a brief presentation, the applicant and community members discussed traffic concerns, changes in the area, the development process, and the construction landfill that occupies a portion of the property. Copies of the presentation, notice, and list of notifications are attached.

803-973-0490

EMILY BROWN
LAW LLC

Emily@EmilyBrownLaw.com

Rock Hill Location
926 Oakland Ave., Ste. A
Rock Hill, SC 29730

Fort Mill Location
120 Academy St.
Fort Mill, SC 29715

Mailing Address
P.O. Box 38113
Rock Hill, SC 29732

NOTICE TO INTERESTED PARTIES OF COMMUNITY MEETING

Subject: Community Meeting – Rezoning application filed by Kings Mountain Self-Storage, LLC to rezone approximately 4.84 acres at 4263 Doby's Bridge Road from Low Density Residential (LDR) to Institutional (INS) to allow development of a daycare facility.

Date & Time of Meeting: Monday, September 19, 2022 at 6:00 p.m.

Place of Meeting: Zoom

Join Zoom Meeting
https://us04web.zoom.us/j/76496608425?pwd=fTOnaVWNVIMm8iwGSyT4AJMPFcmtEk.1

Meeting ID: 764 9660 8425
Passcode: N74NSQ

Petitioner: Kings Mountain Self-Storage, LLC

Petition Number: R2-2022-1759

We are assisting Applicant Kings Mountain Self-Storage, LLC with a Rezoning application filed with Lancaster County Planning Department seeking to rezone an approximately 4.84 acre (the "Site") located at 4263 Doby's Bridge Road (TM # 0013-00-024.00) Low Density Residential (LDR) to Institutional (INS). The purpose of the rezoning is to permit the development of a daycare facility.

The Applicant will hold a Community Meeting prior to the Planning Commission Public Hearing on this Rezoning to discuss this proposal with nearby property owners and organizations. Lancaster County records indicate you are an owner of property that adjoins or is located near the Site. The Applicant's representatives look forward to sharing this rezoning proposal with you and answering any question you may have with respect to this Rezoning Petition.

In the meantime, should you have any questions or comments about this matter, please call Emily Brown at (803) 973-0490.

Neighborhood Meeting Mailing List

0013-00-023.00
LANCASTER CO. SCHOOL DISTRICT
300 S CATAWBA ST
LANCASTER, SC 29720

INDIAN LAND ELEMENTARY SCHOOL
% SARAH DEASON
4137 DOBY'S BRIDGE RD
INDIAN LAND SC 29707

0013-00-023.02
GARRIS BILLY A
GARRIS GLORIA W
7300 TWELVE MILE CREEK RD
LANCASTER, SC 29720

0013-00-008.00
PENEGAR KATRINA DAVIS
4286 DOBYS BRIDGE RD
INDIAN LAND, SC 29707

0013-00-008.16
KENNEDY PHOEBE KAYE
4270 DOBY`S BRIDGE RD
INDIAN LAND, SC 29707

0013-00-009.01, 0013-00-009.03
KITCHEN JOSEPH T
4256 DOBYS BRIDGE RD
INDIAN LAND, SC 29707

0013-00-025.00
SHONTS PETER DAVID
SHONTS SARAH
3710 SALUDA ROAD
ROCK HILL SC 29730

0013-00-23.01
PRESSLEY JAMES R & DEBORAH A
4339 DOBY`S BRIDGE ROAD
INDIAN LAND SC 29707

0013-00-007.00
MPSS HOLDINGS LLC
339 LANCASTER ESTATE RD

INDIAN LAND SC 29707

0013-00-006.00
PERKINS W REID
4336 DOBY`S BRIDGE ROAD
INDIAN LAND SC 29707

0013-00-005.00
MYERS JOHNNY DWAYNE
4400 DOBYS BRIDGE ROAD
INDIAN LAND SC 29707

0013-00-008.01
PARTSINEVELOS TRACEY D
PARTSINEVELOS DIMITRIOS
339 LANCASTER ESTATE RD
INDIAN LAND SC 29707

0013-00-009.00
RALPH BRANDON A
4242 DOBY'S BRIDGE RD
INDIAN LAND SC 29707

0013A-0A-002.00
CRUZ CARMINA TRUSTEE
DAYRIT FRANCIS M TRUSTEE
231 POINT CARPENTER RD
INDIAN LAND SC 29707

0013A-0A-010.00
BONNETTE NORMAN E & M SUZANNE
206 POINT CARPENTER RD
INDIAN LAND SC 29707

0013A-0A-011.00
FENTON MARK R & SANDRA R
218 POINT CARPENTER RD
INDIAN LAND SC 29707

By email to Indian Land Elementary PTA President Lydia Dumont

REZONING 4263 DOBY'S BRIDGE ROAD

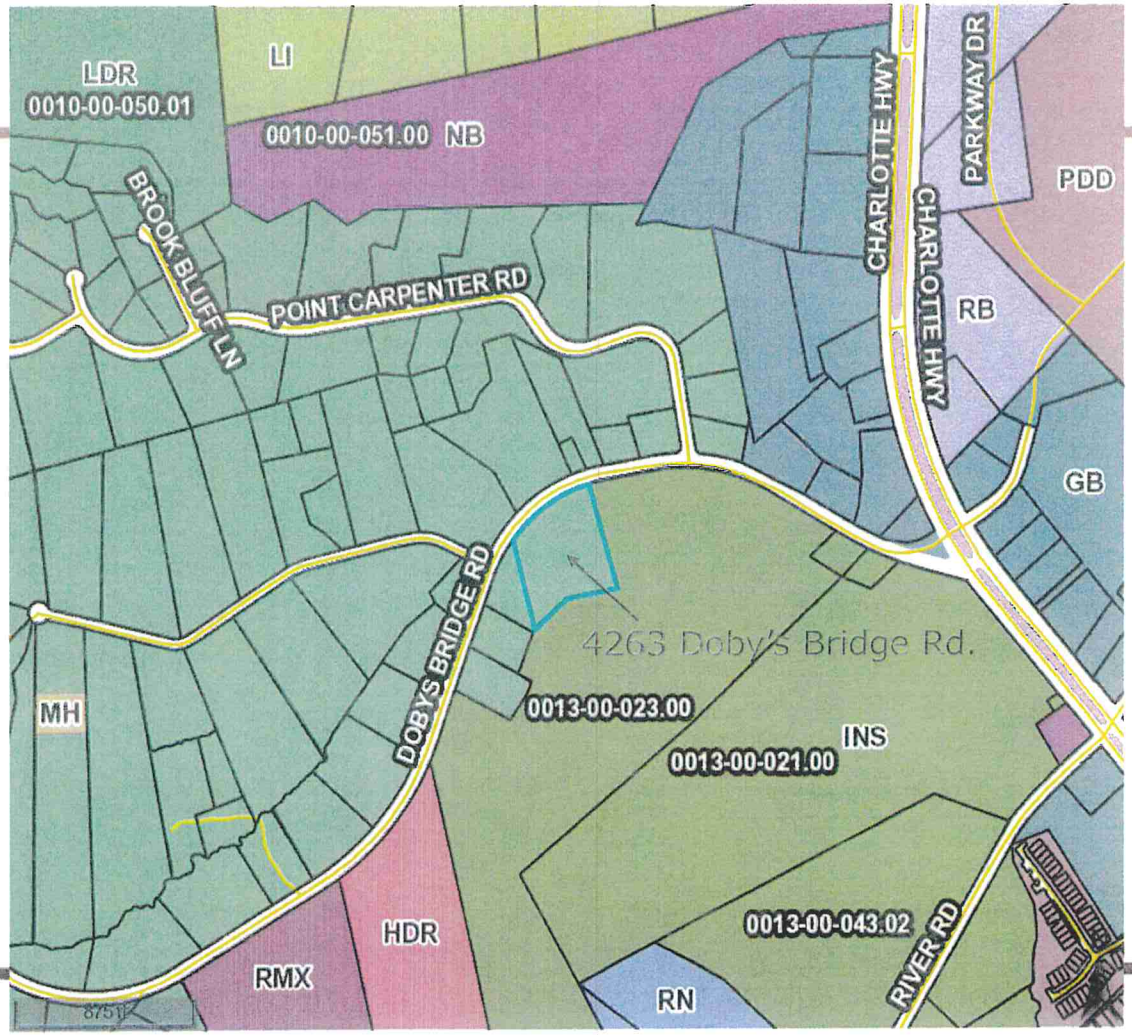
RZ-2022-1759

Applicant: Kings Mountain Self-Storage, LLC

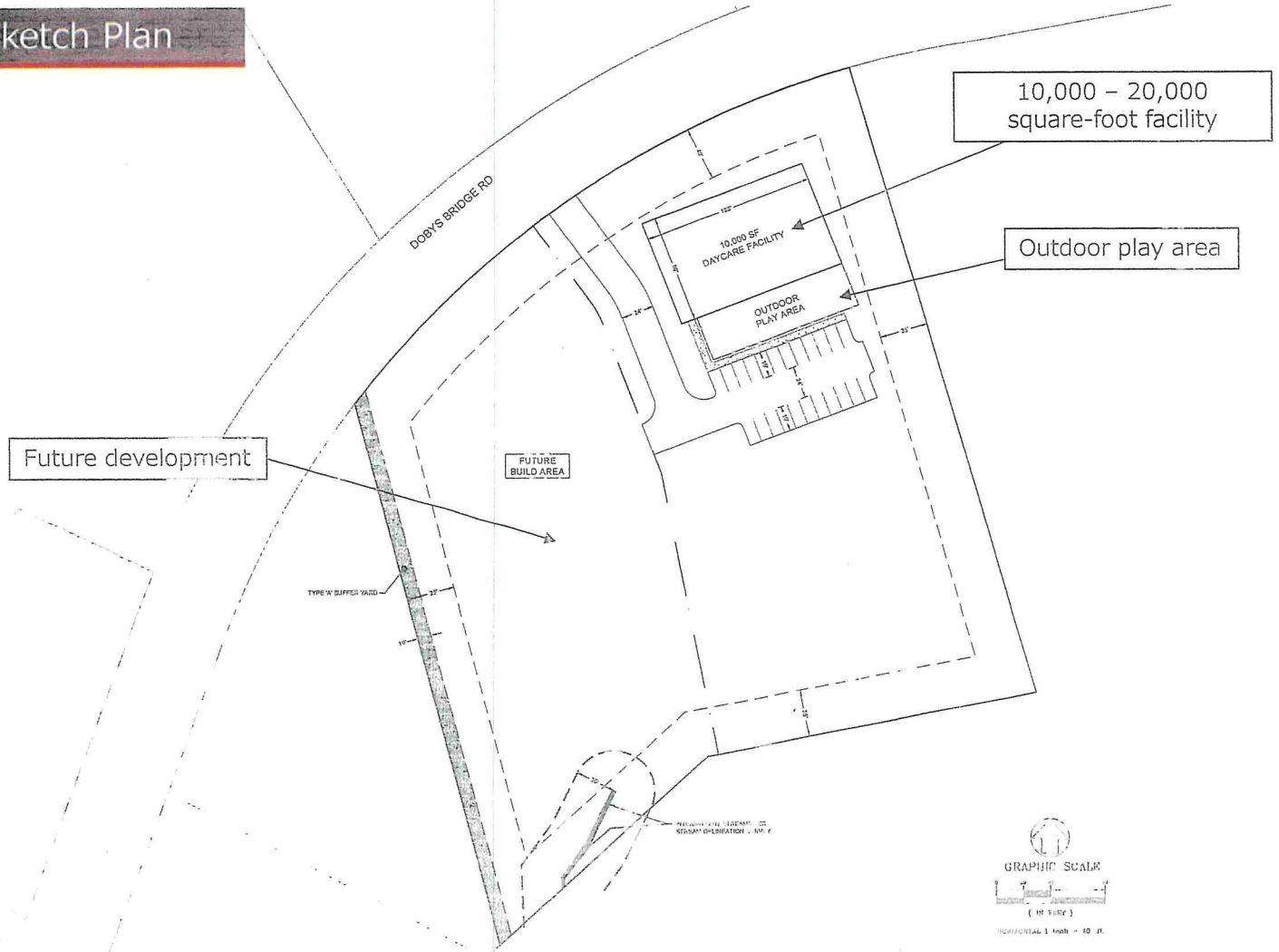
4263 Doby's Bridge Road
Indian Land Elementary School
0013A-0A-013.00
POINT CARPENTER RD
0013A-0A-002.00
0013-00-008.16
0013-00-008.00
0013-00-024.00
0013-00-008.01
DOBYS BRIDGE RD
0013-00-023.00
0013-00-008.15
0013-00-021.00
0013-00-004.00

Zoning Classification

- Current zoning Low Density Residential (LDR)
- Proposed Zoning: Institutional (INS)
- Reason: Construct a daycare facility
- Some Uses in INS
  - Schools
  - Churches
  - Healthcare
  - Government
  - Utilities

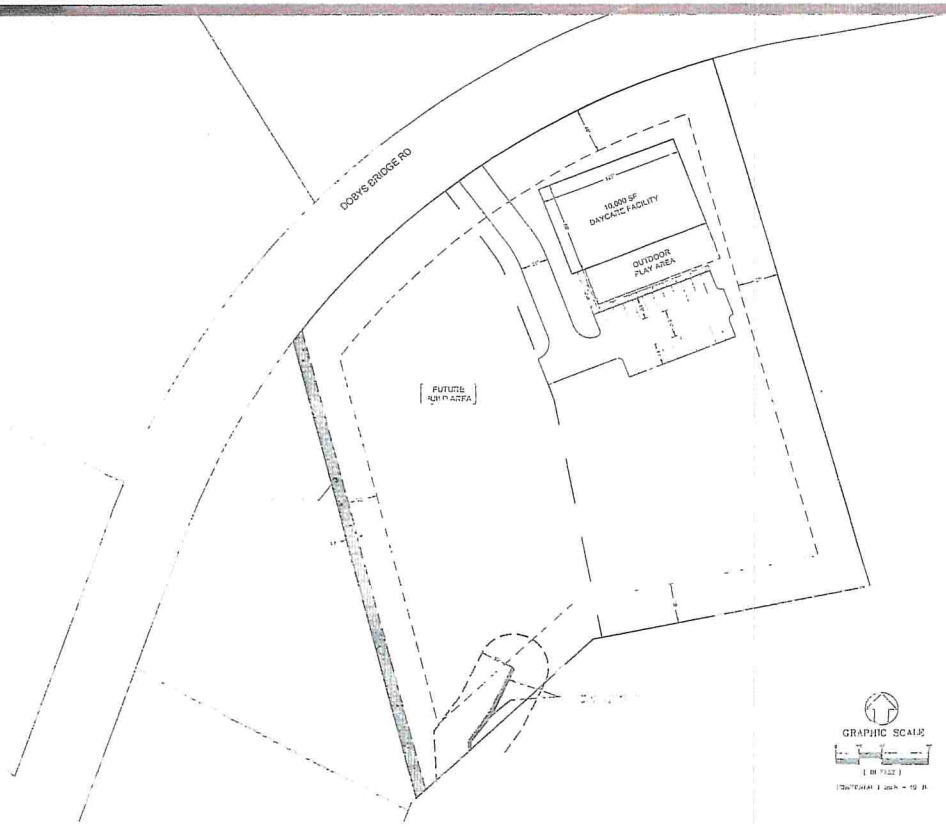


Proposed Sketch Plan



CONCEPTUAL DESIGNS

3420
LeafSpring


DOBYS BRIDGE RD
10,000 SF
DAYCARE FACILITY
OUTDOOR
PLAY AREA
FUTURE
BUILDING
GRAPHIC SCALE

QUESTIONS?

Agenda Item Summary

Ordinance # / Resolution #: October 6, 2022 Workshop Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
October 6, 2022 Workshop Minutes	10/7/2022	Exhibit

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

Lancaster County
South Carolina

MINUTES OF THE LANCASTER COUNTY PLANNING COMMISSION WORKSHOP MEETING

October 6, 2022 5:00 P.M.
MINUTES

Chairman Deese called the meeting to order at 5:00 p.m.

1. Roll Call:
Members Present:
Jim Barnett Charles Deese Sheila Hinson
Ben Levine Alan Patterson Tamecca Neely * *arrived late*

Absent: --

Others Present:
Rox Burhans, Division Director Clerk: Mika Garris
Ashley Davis, Planner;

Absent: Matthew Blaszyk, Planner

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

2. New Business

a. SD-2022-0733: Century Communities aka Shiloh Woods

Application by Century Communities for Preliminary Plat for four parcels totaling approximately 173.52 acres located at or adjacent to 500 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02), to allow development of a 398-lot Cluster Subdivision.

Staff Presentation: Ashley Davis, Senior Planner,
Discussion points:

- TIA submitted but still in review, will be in packets at regular meeting
- SCDOT requirements/comments on entrances will be crucial to design elements
- Will get significant information from TIA comments and calculations
- Easements from neighboring properties may be needed

- 30 feet needed on each side
- Access and turn radius are a concern
- Rezoning stage will not be reheard until 10/10/2022 Council meeting
- TIA traffic analysis and math seems unclear [*Commissioners propose a class on reading TIAs]
- Concerns/debate about entrance location and impact of construction traffic on neighborhood
- Staff suggestion: temporary access on Shiloh Unity
- Block length issue on proposed Williamson Farm entrance
- TIA could be delayed, and design elements are dependent on its conclusions
- If rezoning not approved, decision on plat & DA would be void
- Staff will inform Commissioners as soon as TIA comments come in.

b. DA-2022-0733: Century Communities aka Shiloh Woods

Application by Century Communities for a development agreement for three parcels totaling approximately 19.93 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision.

Staff Presentation: Ashley Davis, Senior Planner,

Discussion points:

- Development Agreement update dependent on TIA comments/review

c. RZ-2022-1357 DR HORTON (Asbury Lane)

Application by DR Horton to rezone 7 parcels totaling approximately 95.85 acres (TMs 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-022.05, 0007-00-023.06) located west of the intersection of Possum Hollow Road and Old Bailes Road from Low Density Residential (LDR) to Medium Density Residential, with the intent to develop a 196-unit single-family lot subdivision.

Staff Presentation: Rox Burhans, Development Services Director [Matt Blaszyk absent]

Discussion points:

- This concept plan is a revision of prior MDR-CSO proposal that was withdrawn. Revisions to meet Code requirements, and eliminated CSO request; now conventional Medium Density Residential
- DA not required since Cluster Subdivision Overlay request was dropped
- Rox will discuss with applicant about submitting a DA after rezoning, to address concerns about conversion of site to Cluster Subdivision
- Procedural note: anything deferred to November can't go to Council until January because all Council items must be completed before new Council is seated in January.
- No new traffic study has been done, but not required for this plan.

d. SD-2022-1135 McIlwain Holdings LLC aka Alcott Village

Application by McIlwain Holdings LLC for a Preliminary Plat for 51.28 acres (TM# 0102-00-120.00) located on the east side of McIlwain Road between Hunters Ridge Road and Suttle Road, for a 99-lot single-family subdivision.

Staff Presentation: Ashley Davis, Senior Planner

Discussion points:

- Conventional MDR subdivision, parcel already zoned MDR (no rezoning needed)
- Revised plan after review comments has decreased lot size and road reconfiguration
- TIA is under review
- Proposed turn lane on McIlwain coming into site
- Stub-out connections to neighboring properties
- Plan has a park with trails
- Relatively long lots; worked on block length reconfiguration to meet minimum/maximum lengths. Within 1,000 ft. or close to it.
- Stub-out connection near park

e. RZ-2022-0735: Nisbet Property

Application by CLREF III Acquisitions LLC to rezone 5 parcels totaling 780.4 acres located at and adjacent to 8275 Van Wyck Road (TM#s 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, and 0022-00-003.01), from Rural Neighborhood (RN) to Medium Density Residential (MDR), to allow development of a 1,019-lot single family residential cluster subdivision (aka Nisbet Property).

Staff Presentation: Ashley Davis, Senior Planner

Discussion points:

- Concerns about lots being dangerously close to line
- Sewer service coming down Van Wyck Road
- Staff concerns: properties to the north can't develop/ easements; density of Cluster Subdivision
- Concerns about compatibility with surrounding area
- Chairman Deese raised concerns about cemetery nearby, asked for research on history, DHEC requirements, buffering requirements, possible relocation of graves.
- Staff: all materials sent to Town of Van Wyck as a courtesy and advisory
- Discussion on wetlands conservation requirements for Cluster Subdivision
- Requested clarification on sewer pump stations
- Development agreement submitted; TIA has been reviewed

f. DA-2022-0735: Nisbet Property

Application by CLREF III Acquisitions LLC for a Development Agreement for 5 parcels totaling 780.4 acres located at and adjacent to 8275 Van Wyck Road (TM#s 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, and 0022-00-003.01), for a 1,019-lot single family residential cluster subdivision

Staff Presentation: Ashley Davis, Senior Planner

Discussion points:

- Impact fees cannot be negotiated
- First responders would be Van Wyck fire service
- Discussion of global growth issues: strains on schools and infrastructure
- Need consensus from Council on moratorium to halt or slow down growth. 5100 units entitled already (not yet built)

3. Other:

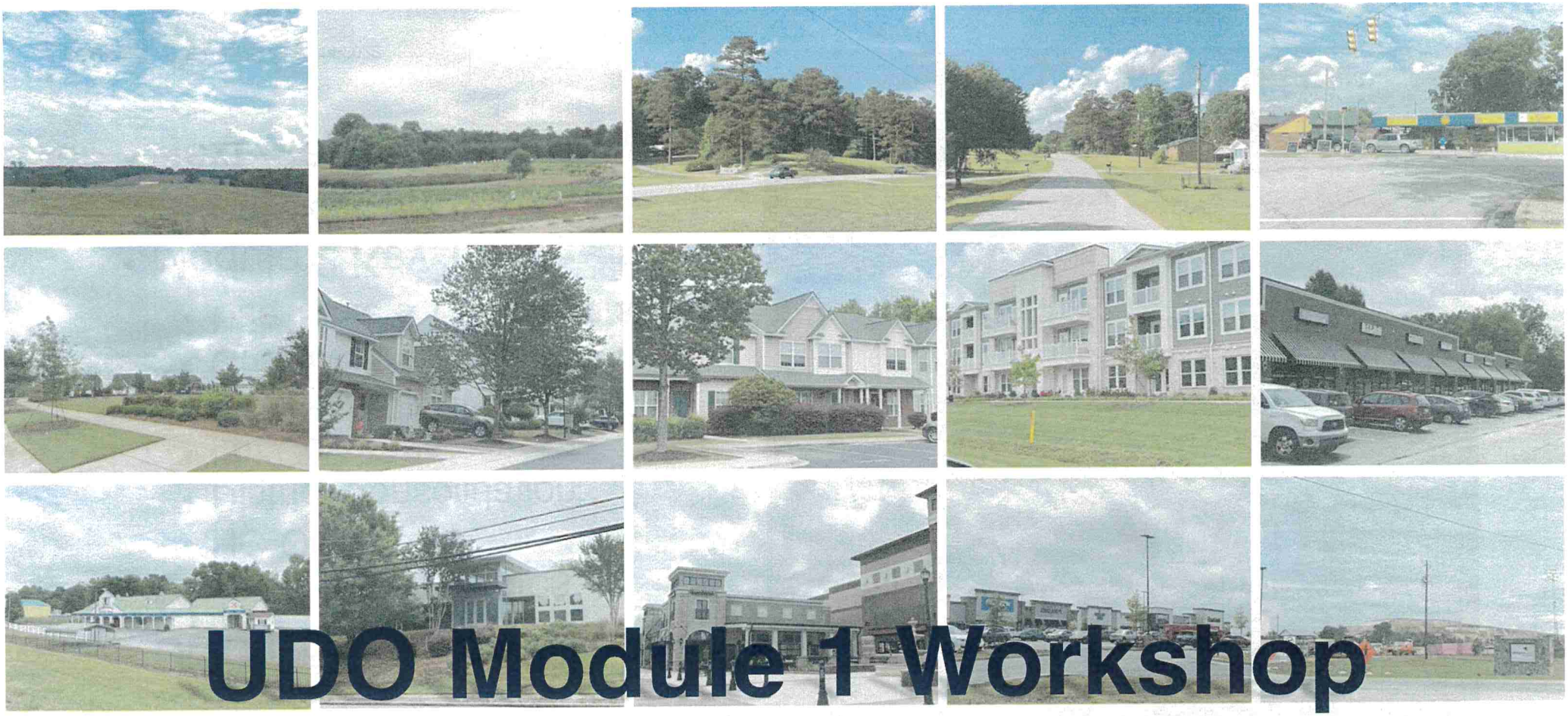
- Review of Next Month's Agenda:
  No confirmed applications at this time

- Comprehensive Plan: Land-Use and Growth Management Key Topic Forum on October 13, 2022 at Bundy Auditorium. All Forums are recorded and are published on the Comp Plan website.

- UDO Revision: Rox Burhans presented reviewed the UDO presentation from the last Council meeting [see attachment]

4. Adjourn

Meeting was adjourned at 6:46 pm.



UDO Module 1 Workshop

Lancaster County Council – Committee of the Whole

September 14, 2022

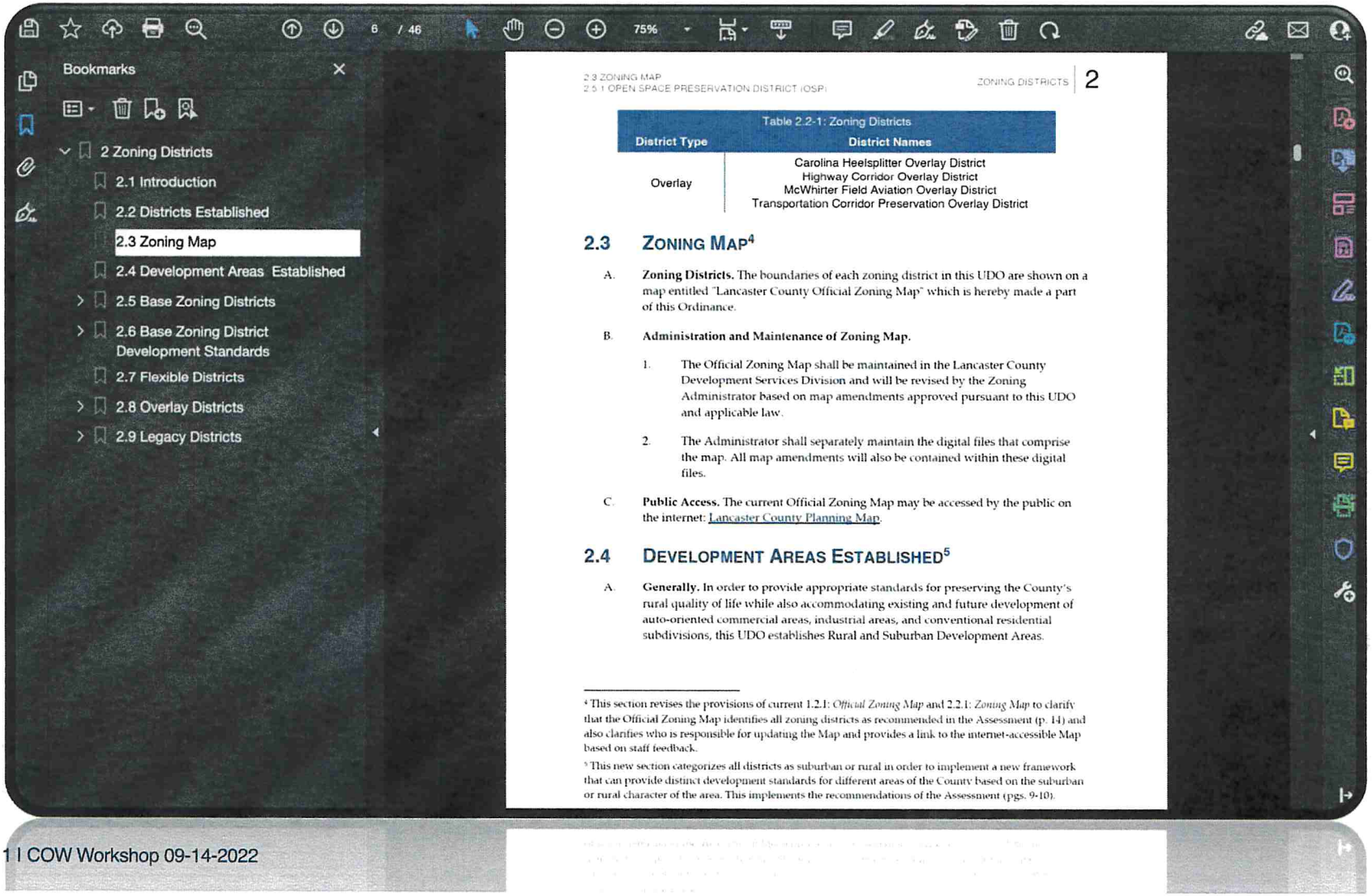
WHITE & SMITH, LLC
PLANNING AND LAW GROUP

Agenda

- UDO Chapters & Layout
- Module 1 Key Topics
  - HC-O
  - District Consolidation
  - Lot Coverage
  - New HDR District
  - Gross vs. Net Density
  - Use Table & Use Regulations
- Module 2 Key Topic
  - Development Areas
- Next Steps

UDO Chapters

1. Introduction
2. Zoning Districts
3. Use Regulations
4. Natural Resources Protection
5. Parking & Loading
6. Outdoor Lighting
7. Signs
8. Architectural Design Standards
9. Subdivision & Site Design
10. Procedures
11. Administration
12. Nonconformities & Vested Rights
13. Definitions & Acronyms
14. Submittal Requirements


6 / 46
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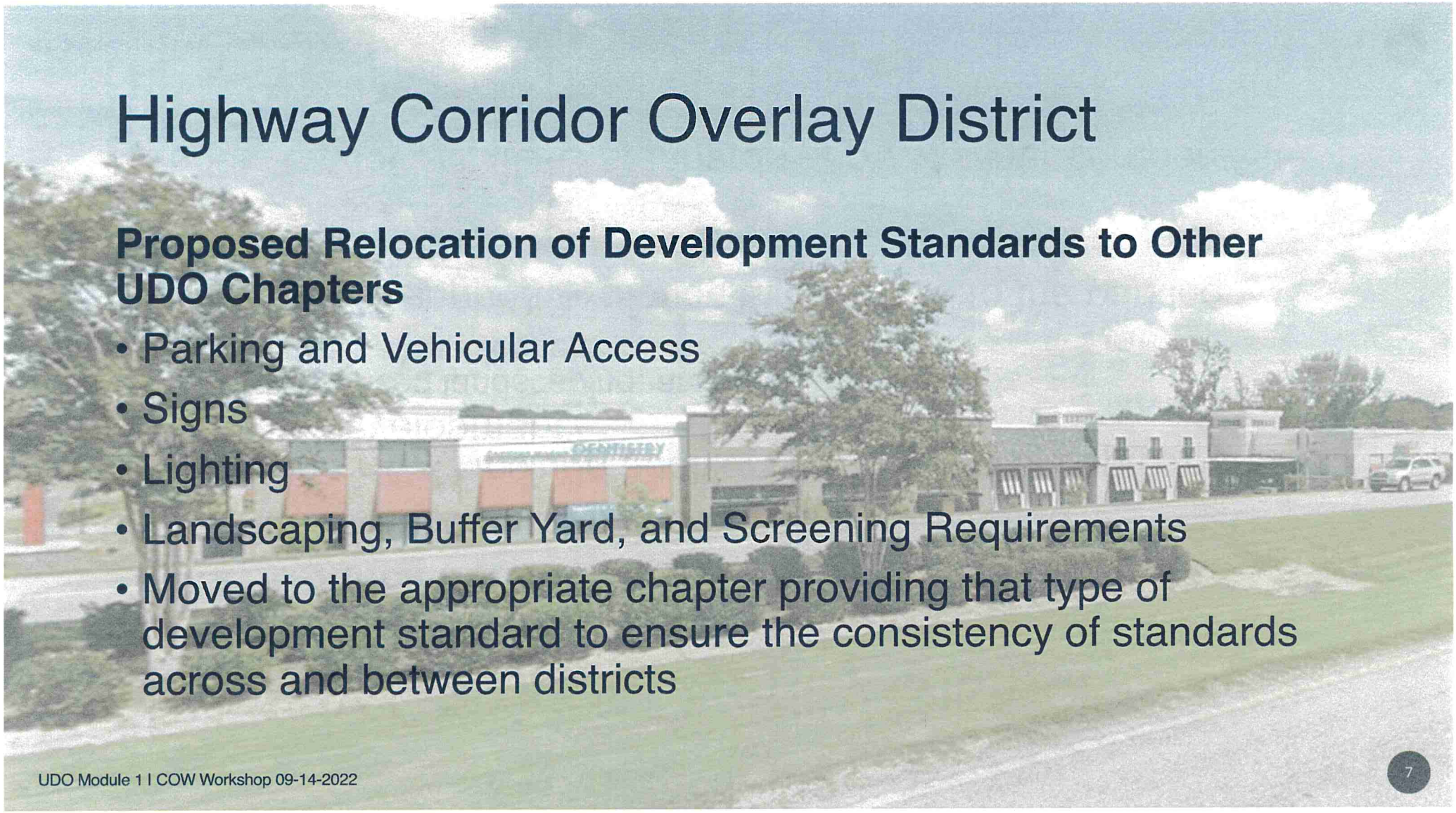
Bookmarks
2 Zoning Districts
2.1 Introduction
2.2 Districts Established
2.3 Zoning Map
2.4 Development Areas Established
2.5 Base Zoning Districts
2.6 Base Zoning District Development Standards
2.7 Flexible Districts
2.8 Overlay Districts
2.9 Legacy Districts
2.3 ZONING MAP
2.5.1 OPEN SPACE PRESERVATION DISTRICT (OSP)
ZONING DISTRICTS 2
Table 2.2-1: Zoning Districts
District Type
District Names
Overlay
Carolina Heelsplitter Overlay District
Highway Corridor Overlay District
McWhirter Field Aviation Overlay District
Transportation Corridor Preservation Overlay District
2.3 ZONING MAP[4]
A. Zoning Districts. The boundaries of each zoning district in this UDO are shown on a map entitled "Lancaster County Official Zoning Map" which is hereby made a part of this Ordinance.
B. Administration and Maintenance of Zoning Map.
1. The Official Zoning Map shall be maintained in the Lancaster County Development Services Division and will be revised by the Zoning Administrator based on map amendments approved pursuant to this UDO and applicable law.
2. The Administrator shall separately maintain the digital files that comprise the map. All map amendments will also be contained within these digital files.
C. Public Access. The current Official Zoning Map may be accessed by the public on the internet: Lancaster County Planning Map.
2.4 DEVELOPMENT AREAS ESTABLISHED[5]
A. Generally. In order to provide appropriate standards for preserving the County's rural quality of life while also accommodating existing and future development of auto-oriented commercial areas, industrial areas, and conventional residential subdivisions, this UDO establishes Rural and Suburban Development Areas.
[4] This section revises the provisions of current 1.2.1: Official Zoning Map and 2.2.1: Zoning Map to clarify that the Official Zoning Map identifies all zoning districts as recommended in the Assessment (p. 14) and also clarifies who is responsible for updating the Map and provides a link to the internet-accessible Map based on staff feedback.
[5] This new section categorizes all districts as suburban or rural in order to implement a new framework that can provide distinct development standards for different areas of the County based on the suburban or rural character of the area. This implements the recommendations of the Assessment (pgs. 9-10).

Module 1 Key Topics

Highway Corridor Overlay District

Proposed Boundary Revision

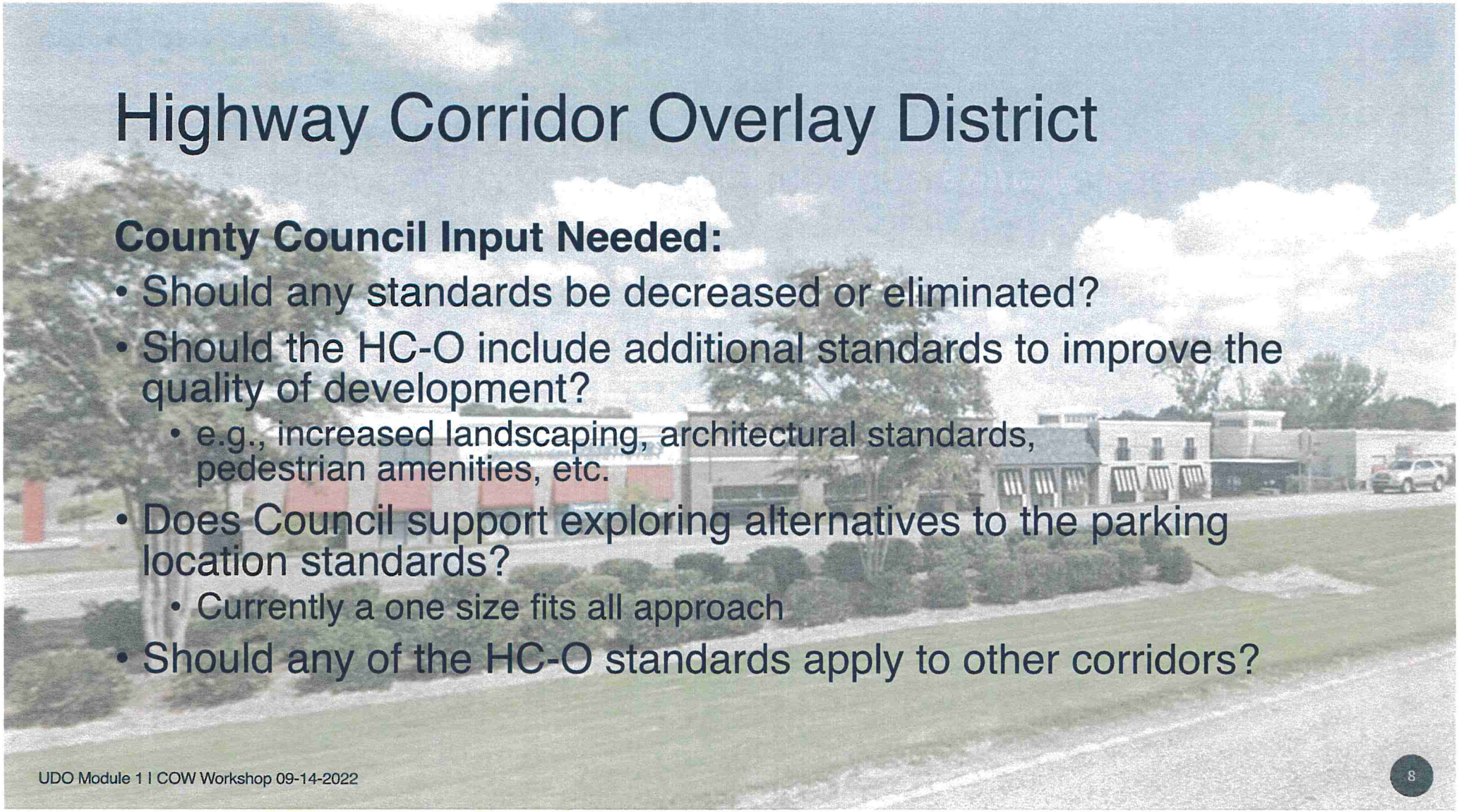
- Currently applies to all parcels fronting on or within 1,000 feet of the right-of-way of Hwy 521 from Waxhaw Hwy to NC state line and Hwy 160 from Hwy 521 to county line
- Proposed to apply to all parcels that:
  - Front on the designated highways;
  - Are within 250 ft of the highway and developed as part of a common plan with a parcel that fronts on the designated highways; or
  - Front on another public street that intersects the designated highway and are located less than 250 feet from that street's intersection with the designated highway



Highway Corridor Overlay District

Proposed Relocation of Development Standards to Other UDO Chapters

- Parking and Vehicular Access
- Signs
- Lighting
- Landscaping, Buffer Yard, and Screening Requirements
- Moved to the appropriate chapter providing that type of development standard to ensure the consistency of standards across and between districts



Highway Corridor Overlay District

County Council Input Needed:

- Should any standards be decreased or eliminated?
- Should the HC-O include additional standards to improve the quality of development?
  - e.g., increased landscaping, architectural standards, pedestrian amenities, etc.
- Does Council support exploring alternatives to the parking location standards?
  - Currently a one size fits all approach
- Should any of the HC-O standards apply to other corridors?

PRECEDENTS
COMMERCIAL CORRIDORS

PRECEDENTS
COMMERCIAL CORRIDORS

DAVE LYLE BOULEVARD/SC-122
ROCK HILL, SOUTH CAROLINA

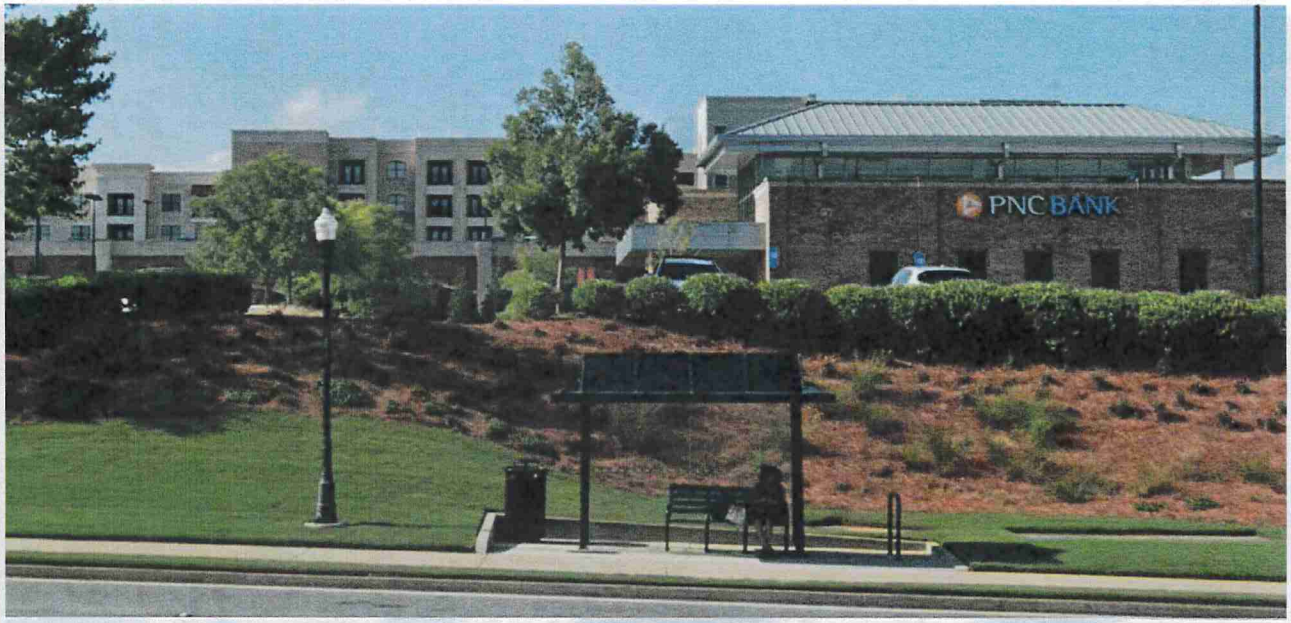
- Shade trees
- Landscaping & Plantings
- Frontage along corridor
- Screened parking
- Low monument signs
- Appropriate scale and well appointed building signs
- High-quality materials
- Building's massing is broken up
- Mast arm traffic signals w/ underground utilities

PRECEDENTS
COMMERCIAL CORRIDORS

PRECEDENTS
COMMERCIAL CORRIDORS

OLD MILTON PKWY – SHOPS AT AVALON
ALPHARETTA, GEORGIA

- Varied landscaping and plantings between road and buildings
- Vegetative screening of surface parking
- Pedestrian scale streetlamps
- Bicycle parking & transit shelters
- High quality building materials w/ architecture features



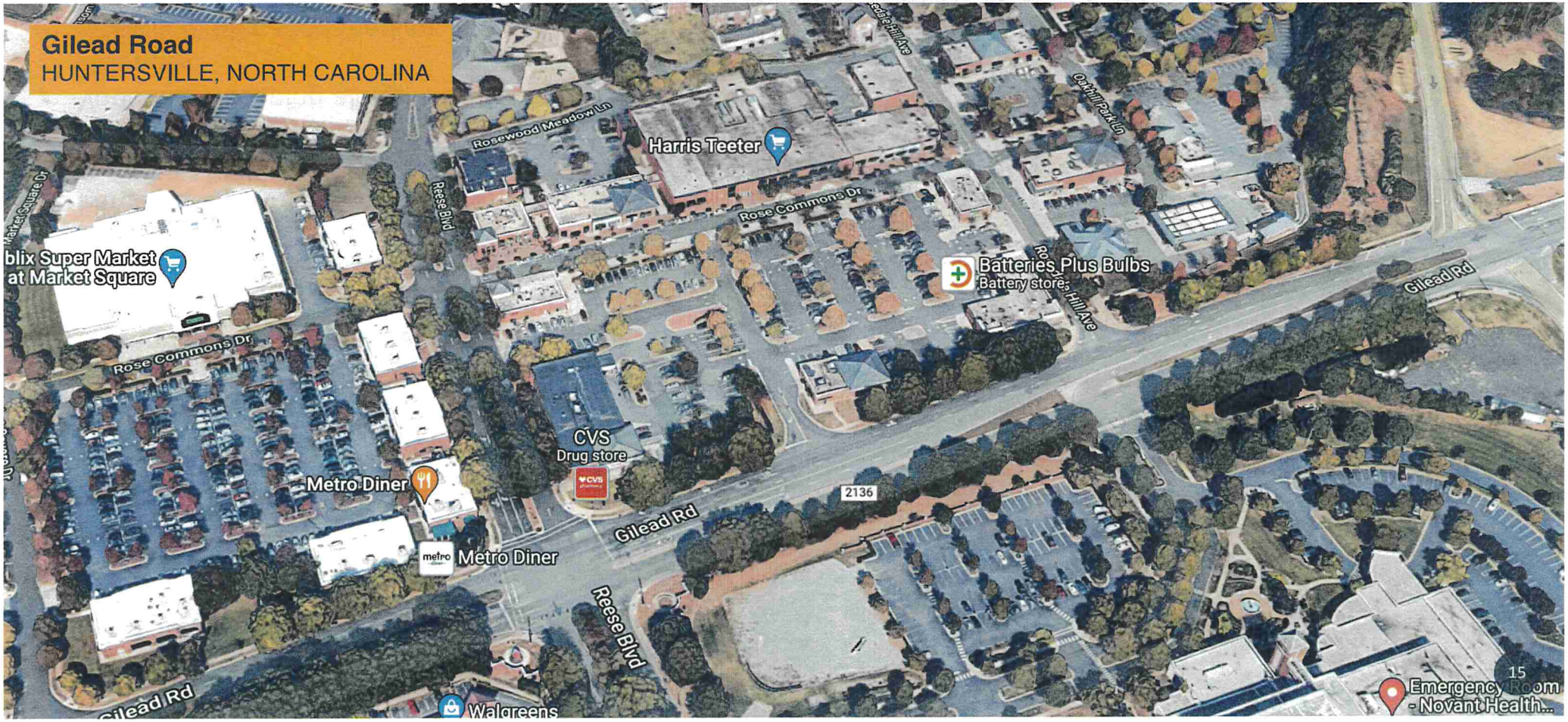
PRECEDENTS
COMMERCIAL CORRIDORS

PRECEDENTS
COMMERCIAL CORRIDORS

REA ROAD
CHARLOTTE, NORTH CAROLINA

- Central pedestrian plaza with distinct features
- Two-story buildings oriented to street and plaza
- Direct pedestrian connection from street to buildings
- Outdoor features (fountains, seating areas, landscape walls, lighting, flag poles, etc.)

PRECEDENTS
COMMERCIAL CORRIDORS

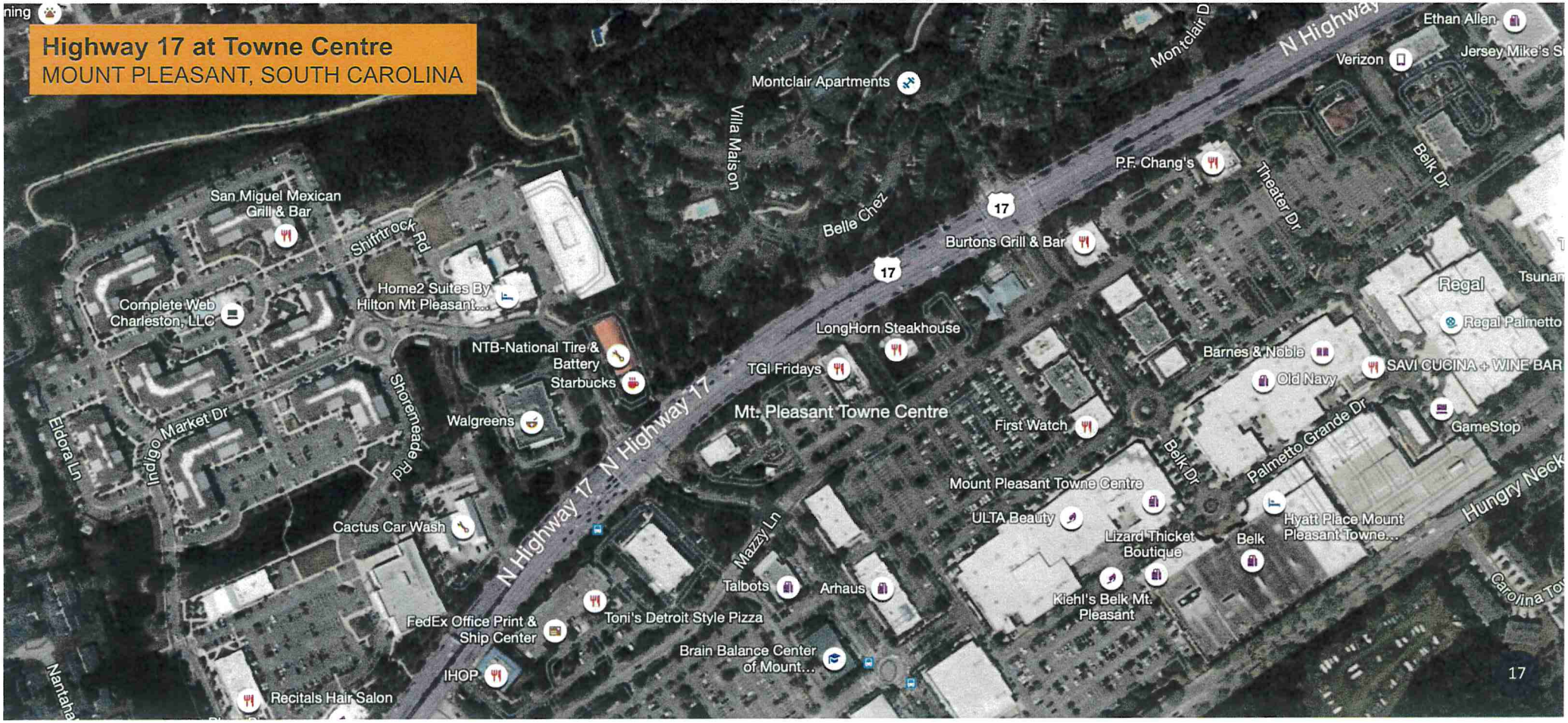


PRECEDENTS
COMMERCIAL CORRIDORS

GILEAD ROAD
HUNTERSVILLE, NORTH CAROLINA

- Buildings close to and oriented to street with distinguishing architectural features
- Outdoor plazas w/ seating areas
- Large canopy trees
- Outdoor focal points such as fountains
- Varied landscaping along sidewalk
- Heavily landscaped median

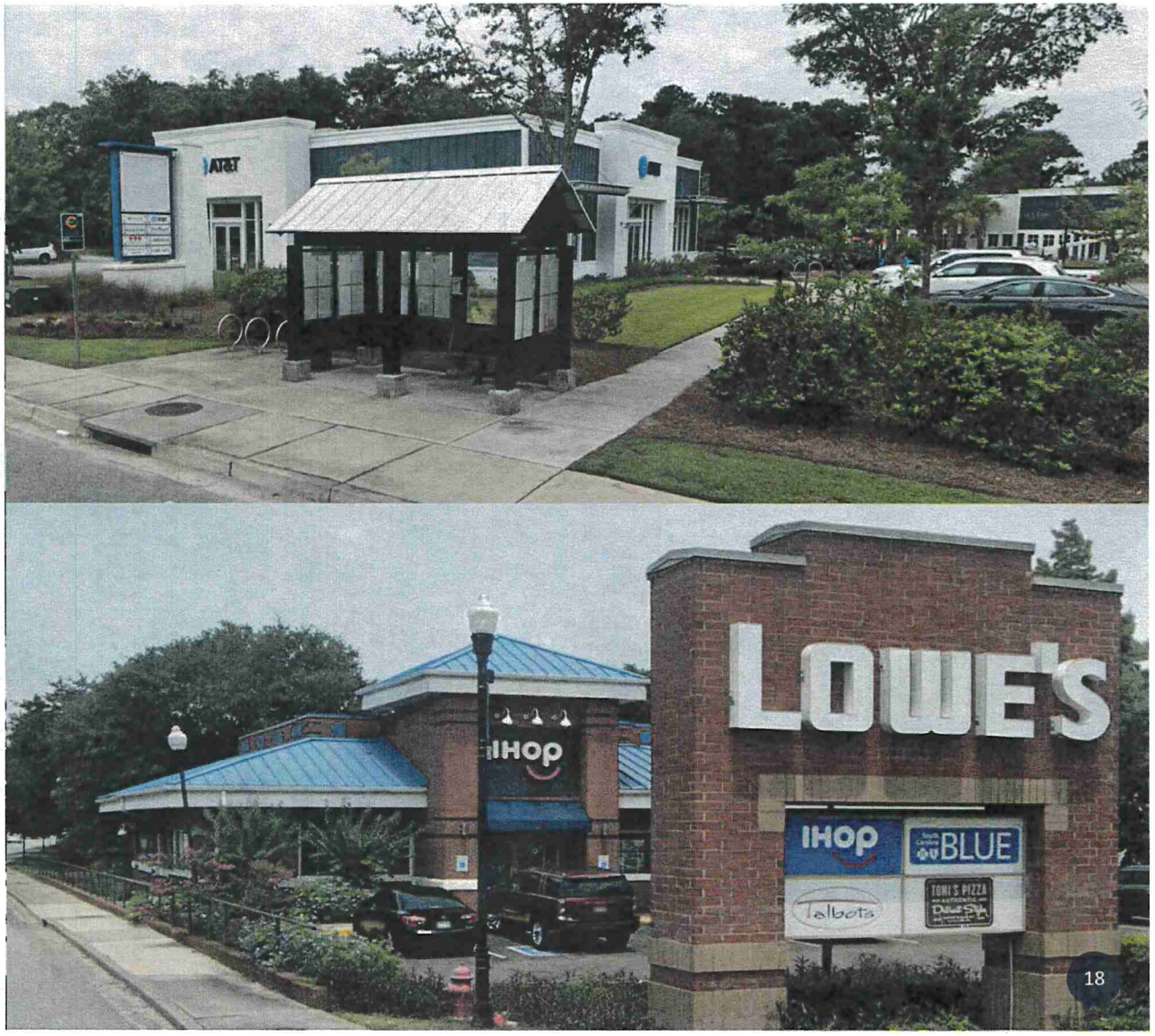
PRECEDENTS
COMMERCIAL CORRIDORS



PRECEDENTS
COMMERCIAL CORRIDORS

HIGHWAY 17 AT TOWN CENTRE
MOUNT PLEASANT, SOUTH CAROLINA

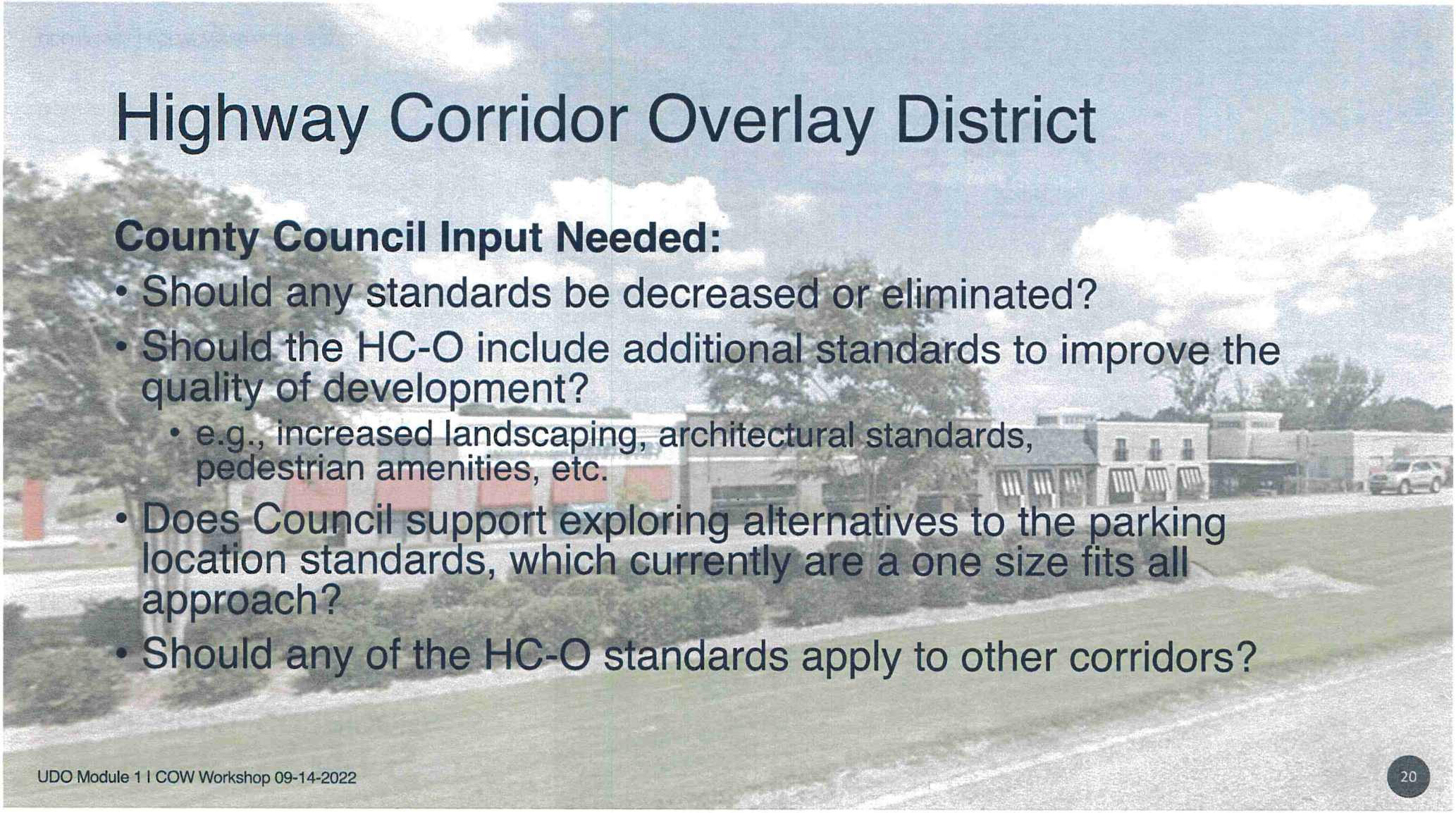
- Direct pedestrian connection to street and transportation
- Landscape and wall screening of surface parking
- Pedestrian scale street lamps
- Bicycle parking & transit shelters
- High quality building materials



PRECEDENTS
COMMERCIAL CORRIDORS

HIGHWAY 17 AT SIX MILE ROAD
MOUNT PLEASANT, SOUTH CAROLINA

- Shade trees
- Landscaped area between development and street, including dedicated area for sweetgrass basket vendors
- Building located close to street and massing is broken up
- High quality building materials



Highway Corridor Overlay District

County Council Input Needed:

- Should any standards be decreased or eliminated?
- Should the HC-O include additional standards to improve the quality of development?
  - e.g., increased landscaping, architectural standards, pedestrian amenities, etc.
- Does Council support exploring alternatives to the parking location standards, which currently are a one size fits all approach?
- Should any of the HC-O standards apply to other corridors?

Potential Zoning District Consolidation

- Evaluate districts to ensure the UDO includes the appropriate type and number in each category
- It appears some existing districts aren't needed or aren't serving their intended purpose
- Goal is to simplify the UDO
- Neighborhood Business (NB) + Professional Business (PB)
- Rural Residential (RR) + Manufactured Home (MH)

THINGS TO CONSIDER:

- Relationship of the zoning districts to the Comprehensive Plan and **Future Land Use Map**
- Number of **distinct character areas** in the community that may warrant unique zoning districts
- Degree of **differences between certain districts** (e.g., do some districts allow the same uses, but have slightly different lot size or setback requirements?)
- **Frequency of use** of each zoning district
- **Development outcomes** in each zoning district (i.e., are the district regulations producing the intended development character?)

Potential District Consolidation

NB + PB

PB District:
43 parcels (approx.)
132.91 acres (approx.)

- Limited use of PB District
- Both districts intended for locations near residential neighborhoods
- Uses intended to be generally compatible with nearby residences
- Same dimensional standards, except front setbacks (PB = 10 ft; NB = 25 ft)
- Consolidation would require rezoning of all PB-zoned parcels to NB
- Rezoning would generally expand allowed uses for properties currently zoned PB, but would remove residential uses (other than live-work)

RR + MH

MH District:
445 parcels (approx.)
896.73 acres (approx.)

- Many communities are moving away from designated manufactured home (MH) districts
  - Typically, they are used to control the location of MH parks and subdivisions and/or the location of older MH
  - The UDO requires Special Exception approval for MH parks in the AR and MH Districts
- RR allows manufactured homes, but not MH parks
- Same dimensional and density standards in both districts
- Consolidation would require rezoning of all MH-zoned parcels to RR
- Rezoning would generally expand allowed uses for properties currently zoned MH, but would remove MH parks as an allowed use

Residential Districts (AR, RR, RN, LDR, MDR)

Residential districts comprise over 85% of unincorporated land area

- There may be an extra residential district that is not needed, but there are challenges with combining these districts
- AR, RR, RN have same density and dimensional standards, but allowed uses differ
  - AR, RR allow manufactured homes, campgrounds, but RN does not
  - AR allows manufactured home parks (special exception)
  - AR allows several more intensive uses (shooting ranges, amphitheaters, animal production facilities, solar farms)
- Due to the potential for district consolidation to create nonconformities, we recommend maintaining districts as-is

District Consolidation Process

- Identify all parcels in the MH and PB Districts and their current uses
- Identify potential nonconformities created with consolidation
- Evaluate remaining districts for any fine tuning needed to reduce nonconformities
- Notify property owners if a nonconformity is created (likely related to land use or setbacks)
- **County Council Input Needed:**
  - Confirm support for consolidating NB + PB and RR + MH

Pervious vs. Impervious Lot Coverage

- Proposed revision of *minimum pervious* lot coverage to *maximum impervious* lot coverage
- Increases consistency with stormwater regulations
- Maximum impervious coverage is a more typical metric
- Ratio is rather high for rural districts (35% to 50% impervious)
  - May be acceptable for minimum size lots (1 acre)
  - But may be too high for larger lots
  - May propose a square footage maximum, or the lesser of the square footage or percentage (e.g., 30,000 sf or 50%, whichever is less)

New HDR District

- Allowed uses and minimum lot area:
  - Detached houses (6,000 sf)
  - Townhouses (1,800 sf)
  - Duplexes (???)
  - Triplexes and quadplexes (???)
  - Small multiplexes (???)
  - Multiplexes (2 ac)
- Maximum density = 8 du/ac

MissingMiddleHousing.com is powered by Opticos Design.
Illustration © 2015 Opticos Design, Inc.

Gross vs. Net Density

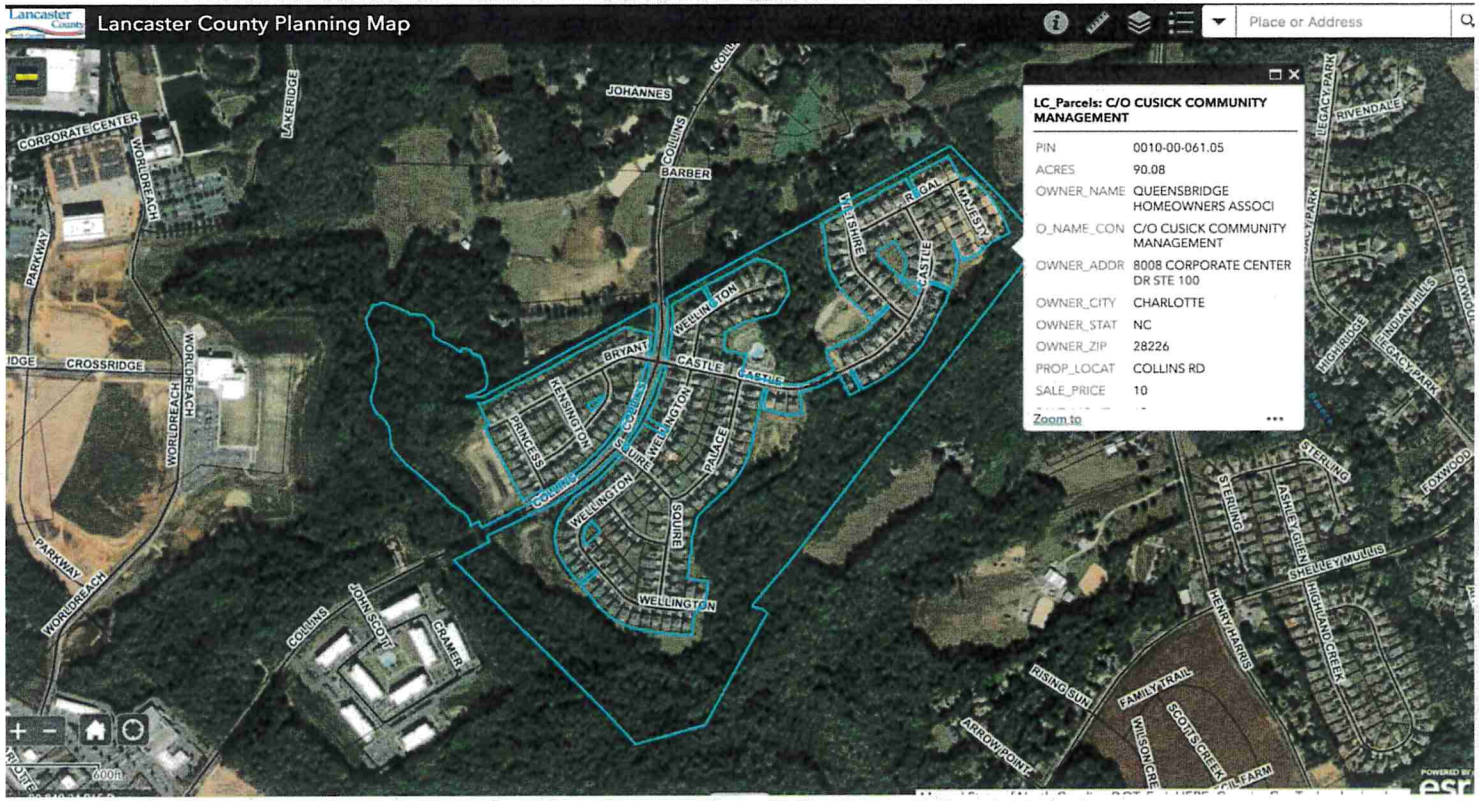
- Cluster Subdivision Overlay (CS-O) uses gross land area in the calculation of residential density
- CS-O allows significant lot size reductions in MDR (10,000 sf to 5,000 sf)
- Many development sites have significant environmental features (streams, steep slopes, etc.) that result in large portions of the site being unbuildable
- This results in neighborhoods that "feel" more dense than the maximum gross density of 2.5 du/ac

DENSITY

Queensbridge

INDIAN LAND, SOUTH CAROLINA

- 156.22 GROSS ACRES
- 249 LOTS
- 1.59 DU/AC



DENSITY
VISUALIZING NET DENSITY

Queensbridge
INDIAN LAND, SOUTH CAROLINA

- 15.77 NET ACREAGE (FILLED AREA)
- 71 LOTS
- 4.5 DU/AC AVERAGE

DENSITY
VISUALIZING NET DENSITY

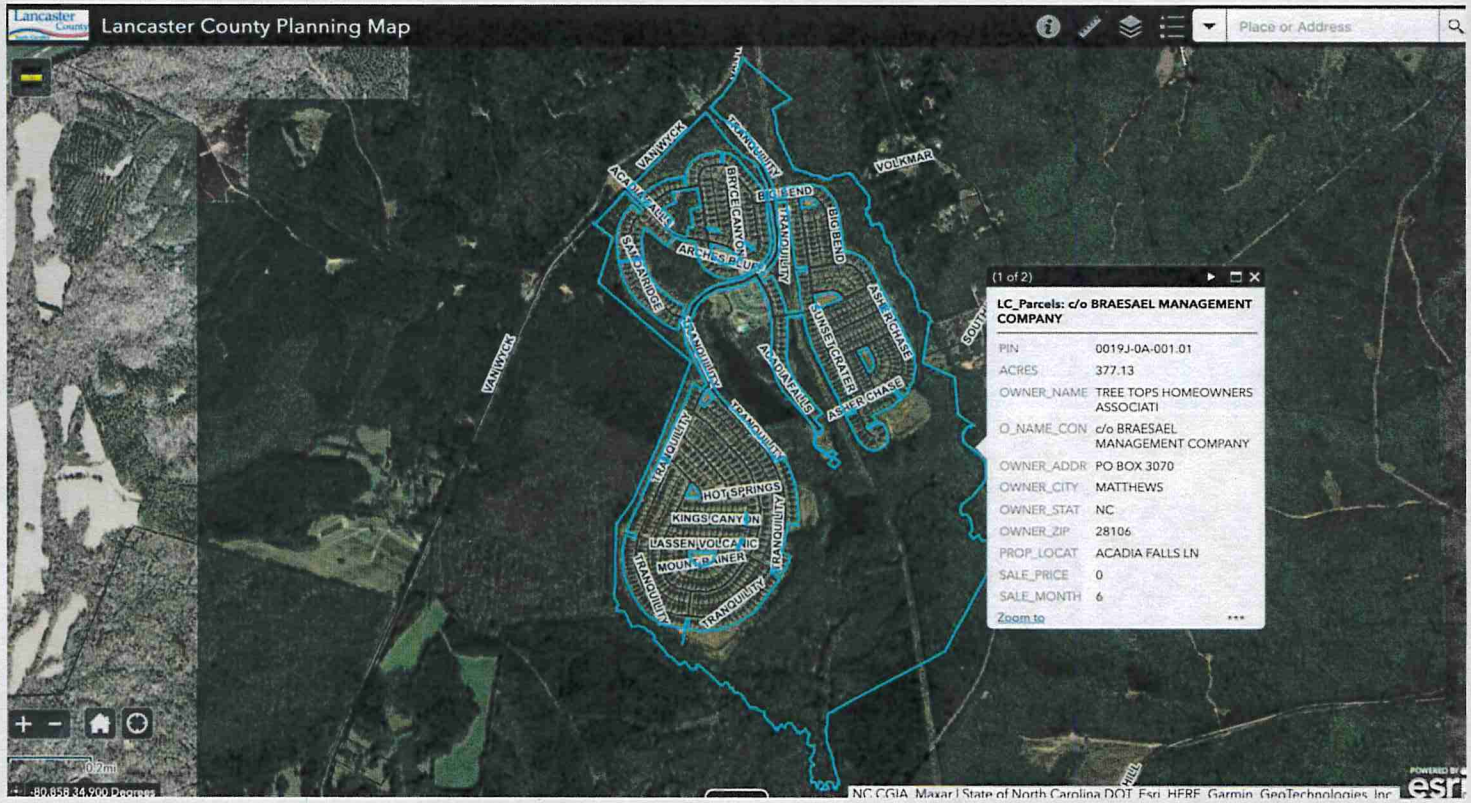
Queensbridge
LANCASTER, SOUTH CAROLINA

DENSITY

Tree Tops

LANCASTER, SOUTH CAROLINA

- 613.61 GROSS ACRES
- 786 LOTS
- 1.28 DU/AC



DENSITY
VISUALIZING NET DENSITY

Tree Tops
LANCASTER, SOUTH CAROLINA

- 43.86 NET ACREAGE (FILLED AREA)
- 242 LOTS
- 5.12 DU/AC AVERAGE

DENSITY
VISUALIZING NET DENSITY

Tree Tops
LANCASTER, SOUTH CAROLINA

Gross vs. Net Density

- Gross density allows more flexibility in site development
- Net density better correlates with the visual impact of density
- Communities typically regulate either maximum gross density or maximum net density
- Some communities regulate maximum gross density and minimum net density in order to encourage compact development with significant open space
- The calculation of net density varies by community (i.e., which elements are excluded from net land area)

County Council Input Needed:

- Should we explore alternative methods for calculating density?

Use Table: Possible New Uses

- Agritourism
- Big Box Development
- Construction-Related Uses
- Corner Stores
- Microbreweries
- Outdoor Sale/Display, Industrial
- Small Wireless Facilities

County Council Input Needed:

- Other uses to add?

- Residential
  - Townhouses (if PB is consolidated with NB)
  - Triplexes and Quadplexes (if PB is consolidated with NB)
  - Cottage Courts
  - Accessory Storage
  - Short-Term Rentals
  - Tiny Houses
  - Agricultural Worker Housing

Use Regulations

- UDO Chapter 3 (currently Chapter 5) establishes use-specific conditions for land uses that have unique operational characteristics or impacts

County Council Input Needed:

- Are there uses or business types that don't have the appropriate regulations? For example:
  - Should the UDO include increased regulation of outdoor storage and/or outdoor retail displays?
  - Are event venues/banquet halls adequately regulated?
  - Is the prohibition on exterior alterations of B&Bs needed?

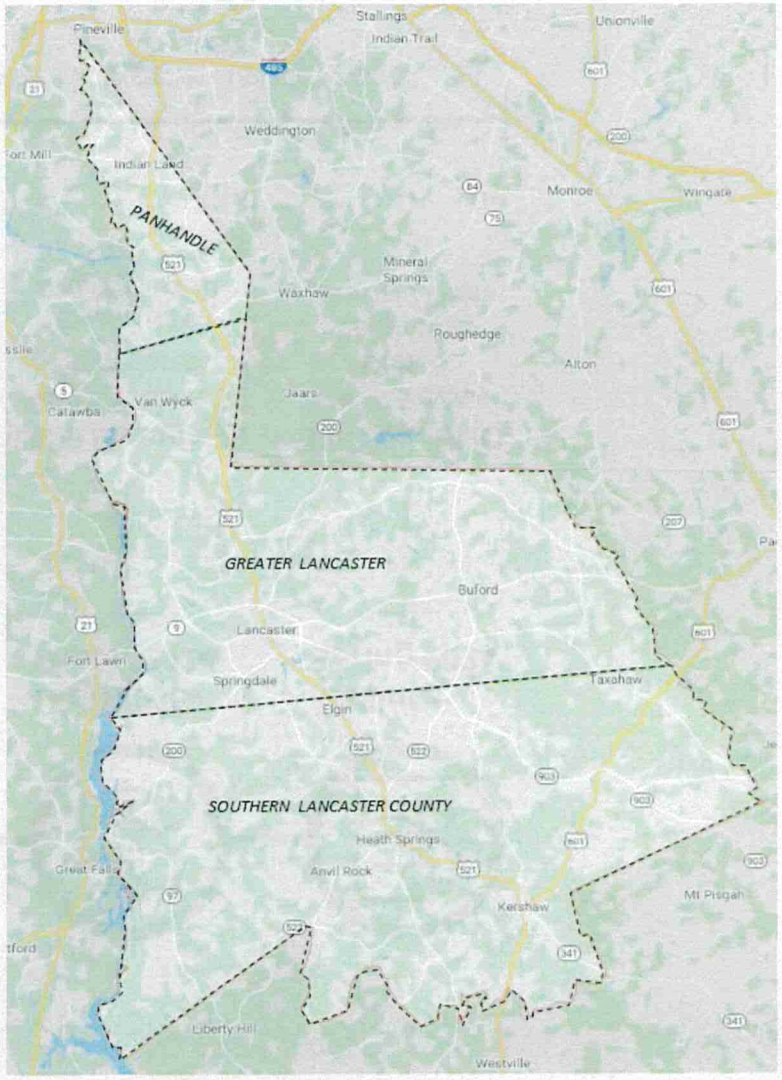
Module 2 Key Topic

Development Areas

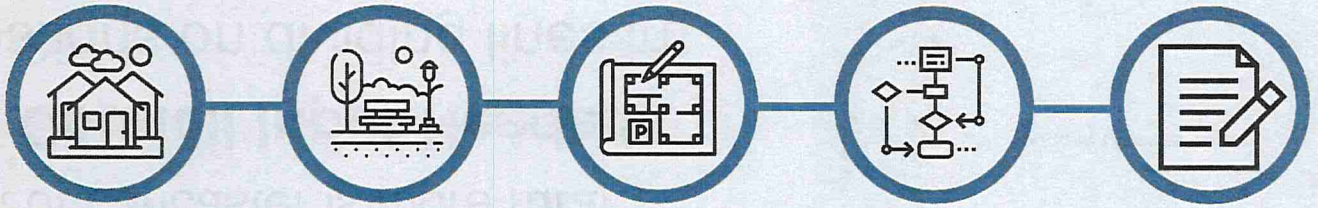
- Development standards (rural or suburban) based on geographic area
- Panhandle = suburban
- Southern Lancaster County = rural
- Greater Lancaster = mixed
  - East of Lancaster is more rural

County Council Input Needed:

- Suggestions on dividing lines in Greater Lancaster area?



Tentative Project Schedule



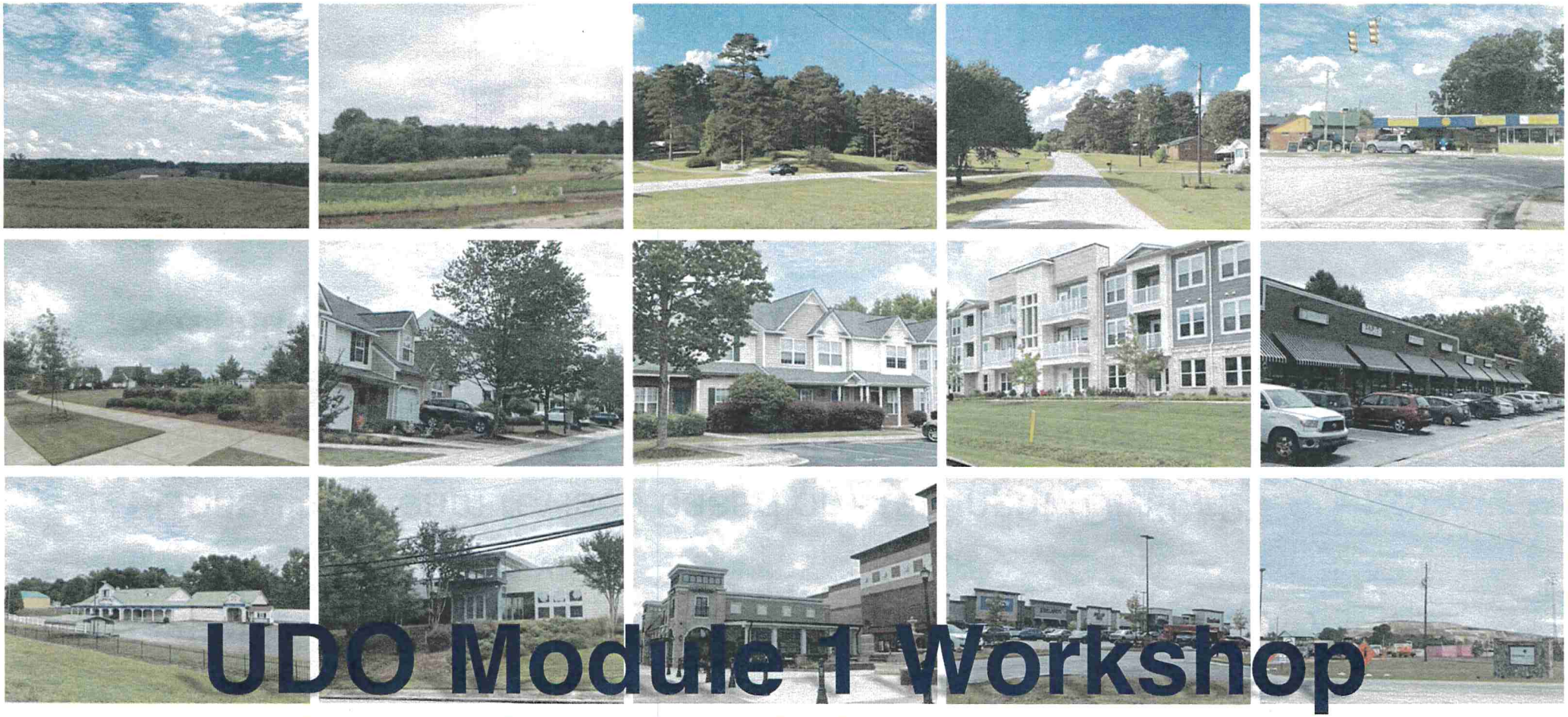
Current Task	Winter-Spring 2023	Summer-Fall 2023	Fall 2023-Winter 2024	Winter-Spring 2024
UDO Module 1: Zoning Districts Use Regulations *Current UDO Chapters 1, 2, 3, 4, & 5*	**UDO Module 2:** Site Development & Design Standards *Current UDO Chapter 7*	**UDO Module 3:** Land Development Regulations *Current UDO Chapters 6 &8*	**UDO Module 4:** Administration & Procedures *Current UDO Chapters 9 & 10*	**Finalize UDO** Staff Review Draft & Community Review Draft

Meetings & Workshops

County Staff | UDO Steering Committee | Public Workshops | Planning Commission | County Council

UDO Drafting Process for Each Module

- County Council workshop to receive input/direction on key topics
- Draft #1 for staff review
- Consultant team revises based on staff input (Draft #2)
- Public Outreach on Draft #2 (UDO Subcommittee, Planning Commission, County Council, and public)
- Consultant team revises based on community input (Draft #3)



UDO Module 1 Workshop

Lancaster County Council – Committee of the Whole

September 14, 2022

WHITE & SMITH, LLC
PLANNING AND LAW GROUP

Agenda Item Summary

Ordinance # / Resolution #: SD-2022-0733 Century Communities aka Shiloh Wood
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:
Application by Century Communities for a Preliminary Plat for four parcels totaling approximately 169.86 acres located at and adjacent to 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.130049-00-004.16, 0049-00-005.01 and 0049-00-005.02) to allow development of a 398-lot Cluster Subdivision.

Points to Consider:
Traffic Impact Analysis (TIA)

LAND USE (ITE Code)	INTENSITY	DAILY TRIPS (VPD)	WEEKDAY AM PEAK HOUR (VPH)		WEEKDAY PM PEAK HOUR (VPH)	
			Enter	Exit	Enter	Exit
Single-Family Detached Housing (210)	398 DU	3,596	68	194	229	135

Public Utilities:
LCWSD: In early 2021, the LCWSD adopted an amendment to their development policy. To paraphrase the amendment, LCWSD will not issue a developer a willingness and capability assurance letter if it needs to connect to downstream development's infrastructure by another developer that has not yet received a SCDHEC permit to operate.
It is staff's understanding that this project intends to gain sewer access by connecting into the recently initiated Roselyn sewer improvements. At this time, the estimate we have received on the completion of the primary sewer line is 12-24 months.
It is important to note that Civil Construction plans will not be reviewed by the County or the District until the Roselyn sewer improvements are active (or very close).
Natural Gas: Lancaster County Natural Gas has issued a willingness and capability letter to serve this site.
Power: Duke Energy has issued a willingness and capability letter to serve this site.
Technical Review- Major Comments:
County Engineer:

- A Traffic Impact Analysis (TIA) was submitted to Lancaster County on 9/9/2022. We have sent it to our consultant for pricing and have not heard back as of the date of this writing. Once we have a price and the developer pays, the consultant will analyze the TIA and give us a report. An off-site improvement recommended in the final TIA once approved will need to be adhered to.

- The proposed hammerhead in the area of William Farm Lane is not entirely on property controlled by this developer. Are there agreements and/or easements in place for this?

- LCWSD will need to provide a letter certifying they have availability and capacity for water and sewer service prior to a grading permit being issued. It appears the plan is to tie into the future force main for Roselyn (Lennar). As you are aware this sewer line is under construction and will not be available for around 18 months.

- The other sewer ties in on the east side of the plan is to Shiloh Commons Sewer pump station. It appears that 117 lots are directed in toward that sewer line. The phasing of the road access points needs to be such that not more than 100 houses are built prior to the second access going in. The note provided on Sheet PL-1 General note #3- indicates this should be based on CO's of the houses. We strongly believe this needs to be based on building permits and not CO's. This is easier to track and eliminates the potential of a completed house sitting ready with potential owner ready to close waiting on the roadway to be built.

- Encroachment permit through SCDOT will need to be obtained. Entrances will need to meet SCDOT requirements for sight distance and separation from other roads/drives.

Fire Marshal

- Roadway will need to be widened to 26 feet at hydrants that are not at intersections or cul de sacs.

- Roadway will need to be widened to 28 feet at hydrants that are not at intersections or cul de sacs.
- A second means of ingress/ egress will be required prior to the 100th lot being created.

Planning

- Changes to this plan will likely be needed to reflect all site specific comments resulting from the TIA review.
- Confirm open spaces and park calculations are in keeping with what is shown on the plan.
- As a reminder all easements must be located within open spaces or the non-buildable areas of a lot (setback areas),you may want to contact LCWSD about where you plan to located your lines (water and sewer) at least preliminarily as you may lose lots at the civil phase otherwise.
- Please submit recorded easement agreement for the portion of a turn around and road which will not be within the property lines of the land which you control. Also any supplementary easements which are necessary to create or expand the ingress/ egress locations shown will need to be submitted.
- Stubs and sidewalks should be shown fully extending to the property line and a note should be added acknowledging that these locations are intended to serve as connections to future developments.

Recommendation:

Staff recommends **Approva**l subject to the following conditions:

1. Address outstanding TRC/Evolve comments within 60 days of Planning Commission approval.
2. Address outstanding TIA comments within 90 days of Planning Commission approval.
3. Final County Council approval of the associated rezoning (RZ-2022-0733).

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	10/11/2022	Planning Staff Report
Application	8/31/2022	Exhibit
Location Map	8/31/2022	Exhibit
Proposed Plat	9/12/2022	Exhibit
TIA Summary	10/11/2022	Exhibit

PROPOSAL: Major Preliminary Subdivision Plat for 398-lot cluster subdivision on 169.86 acres.

PROPERTY LOCATION: **A**djacent to 500 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02)

CURRENT ZONING DISTRICT: TM#s 0049-00-004.13: **MDR**
TM#s 0049-00-004.16, 0049-00-005.01, and 0049-00-005.02: **LDR**
(See RZ-2022-0733 for 19.93 acres)
McWhirter Field Aviation Overlay District: Zone F

APPLICANT: Century Communities

COUNTY COUNCIL DISTRICT: District 4, Larry Honeycutt

STATUTORY NOTICES: Sign(s) posted 9/02/2022
2nd hearing notice published 10/1-2/2022 in The Lancaster News
Mailed notices 9/30/2022
Posted agenda in lobby 10/11/2022

OVERVIEW & BACKGROUND:

Site Information & Existing Condition
One parcel zoned MDR totaling approximately 150 acres is currently vacant. The other three subject parcels, totaling approximately 19.93 acres, are zoned LDR. The two parcels along Shiloh Unity each presently have a residence on site, while the site off of Williamson Farm Lane is vacant.

Summary of Surrounding Zoning and Uses

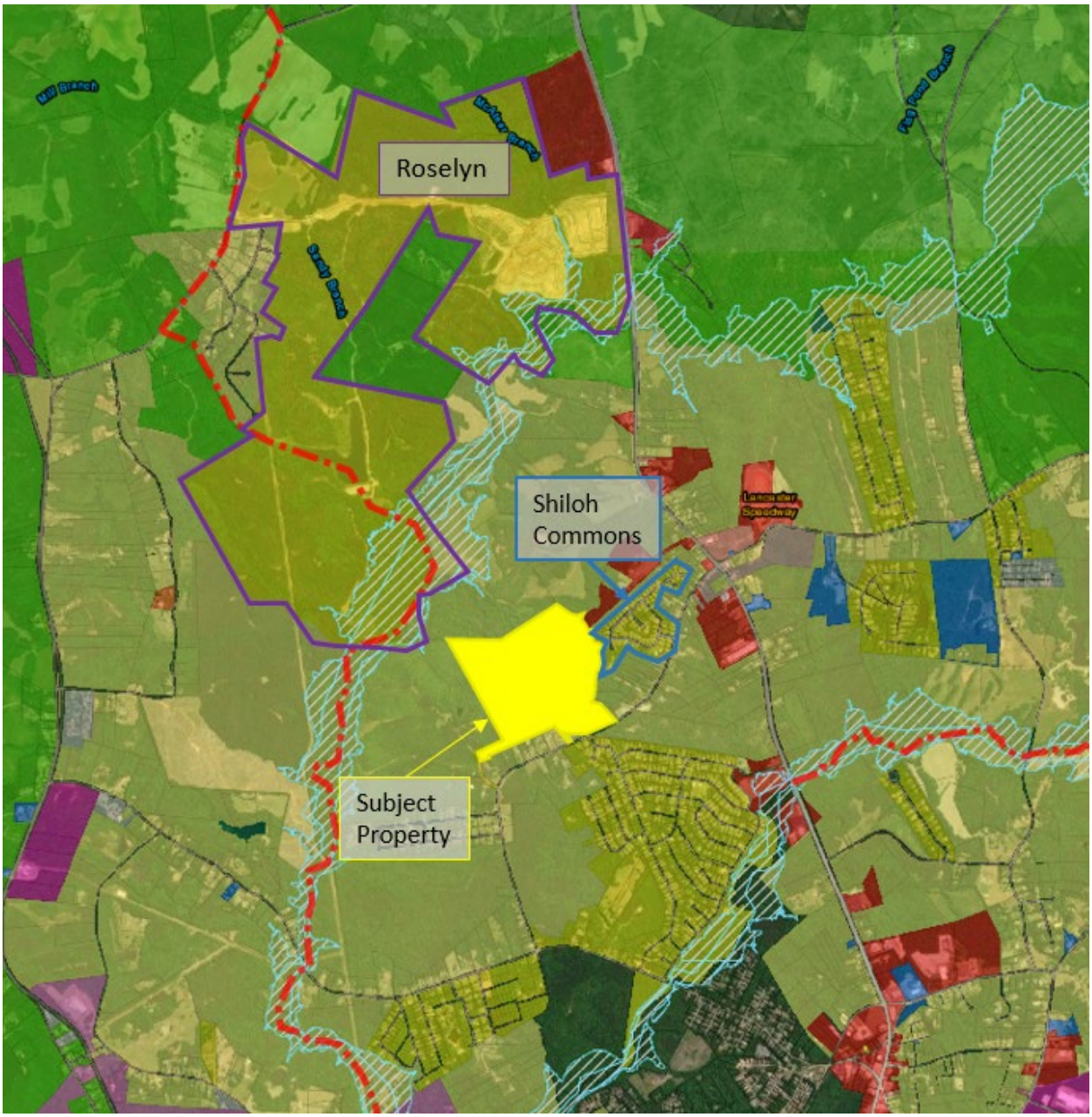
Surrounding Property	Jurisdiction	Zoning District	Use
North	Lancaster County	Low Density Residential (LDR)	Vacant/Timber
South	Lancaster County	LDR and MDR	Residential
East	Lancaster County	MDR and GB	Residential, Kennel
West	Lancaster County	General Business (GB)	Residential/Agricultural

Zoning
The proposed development is primarily zoned Medium Density Residential. MDR "… *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district."*

Applicant has requested rezoning of three parcels totaling 19.93 acres from LDR to MDR.

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

PHOTOS OF PROJECT AREA:



DEVELOPMENT SUMMARY:

Development Summary	
Site Acreage	169.86
Proposed Lots	398
Overlays	Cluster Subdivision Overlay, McWirter Field Aviation Overlay: Zone F
Open Space	52.53 acres
Park Space	9.22 acres (pocket parks and amenity areas)
Streets	Will be privately maintained.

Traffic Impact Analysis (TIA)

LAND USE (ITE Code)	INTENSITY	DAILY TRIPS (VPD)	WEEKDAY AM PEAK HOUR (VPH)		WEEKDAY PM PEAK HOUR (VPH)	
			Enter	Exit	Enter	Exit
Single-Family Detached Housing (210)	398 DU	3,596	68	194	229	135

Recommended Improvements by Developer:

US 521 and Shiloh Unity Road / W Shiloh Unity Road

- Construct an eastbound W Shiloh Unity Road left turn lane with 250 feet of storage and appropriate taper length.

W Shiloh Unity Road and Access A

- Construct Access A with one ingress and one egress lane (shared left-right lane).

W Shiloh Unity Road and Access B

- Construct Access B with one ingress and one egress lane (shared left-right lane)

Third Party Review:

Comments have not been received prior to the publication of this report (10-11-2022).

Public Utilities:

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It is our understanding that this project intends to gain sewer access by tying in to the sewer extension which is currently under development to provide sewer to the Roselyn Subdivision. At this time, the estimate we have received on the completion of the primary sewer line is 12-24 months.

Natural Gas: Lancaster County Natural Gas has issued a willingness and capability letter to serve this site.

Power: Duke Energy has issued a willingness and capability letter to serve this site.

Technical Review- Major Comments:

County Engineer:

- A Traffic Impact Analysis (TIA) was submitted to Lancaster County on 9/9/2022. We have sent it to our consultant for pricing and have not heard back as of the date of this writing. Once we have a price and the developer pays, the consultant will analyze the TIA and give us a report. An off-site improvement recommended in the final TIA once approved will need to be adhered to.

- The proposed hammerhead in the area of William Farm Lane is not entirely on property controlled by this developer. Are there agreements and/or easements in place for this?

- LCWSD will need to provide a letter certifying they have availability and capacity for water and sewer service prior to a grading permit being issued. It appears the plan is to tie into the future force main for Roselyn (Lennar). As you are aware this sewer line is under construction and will not be available for around 18 months.

- The other sewer ties in on the east side of the plan is to Shiloh Commons Sewer pump station. It appears that 117 lots are directed in toward that sewer line. The phasing of the road access points needs to be such that not more than 100 houses are built prior to the second access going in. The note provided on Sheet PL-1 General note #3- indicates this should be based on CO's of the houses. We strongly believe this needs to be based on building permits and not CO's. This is easier to track and eliminates the potential of a completed house sitting ready with potential owner ready to close waiting on the roadway to be built.

- Encroachment permit through SCDOT will need to be obtained. Entrances will need to meet SCDOT requirements for sight distance and separation from other roads/drives.

Fire Marshal

- Roadway will need to be widened to 26 feet at hydrants that are not at intersections or cul de sacs.

- A second means of ingress/ egress will be required prior to the 100th lot being created.

Planning

- Changes to this plan will likely be needed to reflect all site specific comments resulting from the TIA review.
- Confirm open spaces and park calculations are in keeping with what is shown on the plan.
- As a reminder all easements must be located within open spaces or the non-buildable areas of a lot (setback areas),you may want to contact LCWSD about where you plan to located your lines (water and sewer) at least preliminarily as you may lose lots at the civil phase otherwise.
- Please submit recorded easement agreement for the portion of a turn around and road which will not be within the property lines of the land which you control. Also any supplementary easements which are necessary to create or expand the ingress/ egress locations shown will need to be submitted.
- Stubs and sidewalks should be shown fully extending to the property line and a note should be added acknowledging that these locations are intended to serve as connections to future developments.

STAFF RECOMMENDATION:

Staff recommends **Approva**l subject to the following conditions:

1. Address outstanding TRC/Evolve comments within 60 days of Planning Commission approval.
2. Address outstanding TIA comments within 90 days of Planning Commission approval.
3. Final County Council approval of the associated rezoning (RZ-2022-0733).

ATTACHMENTS:

1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat
4. TIA Summary

STAFF CONTACT:

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

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

MAJOR SUBDIVISION PRELIMINARY PLAT

WHEN TO USE THIS PROCESS:

Use the attached checklist for subdivisions that

- Create 6 or more lots for any type of development; or
- Create new streets or alleys; or
- Increase the number of lots in a major subdivision previously approved by Lancaster County

APPLICATION AND APPROVAL PROCESS

- **Sketch Plan Application**: Complete the Sketch Plan review process prior to submission of a Major Subdivision Preliminary Plat. Sketch Plans are usually a one-sheet conceptual drawing. Refer to the **Sketch Plan Checklist** for additional information.
- **Required Pre-Application Conference**: Please call to schedule a Pre-Application Conference prior to submitting a Preliminary Plat application. The conference will be used to provide an overview of applicable standards and the approval process, as well as additional feedback on your sketch.
- **Traffic Impact Analysis**: Submit a TIA to County and SCDOT for review and Approval. This process is initiated by submitting a scoping request to County and SCDOT for approval prior to TIA preparation. Please note TIAs are reviewed on behalf of the County by consulting traffic engineers. Applicants are responsible for payment of consultant's fees prior to TIA review, based on an estimate prepared by County Engineering staff.

Prepare the Preliminary Plat using the attached checklist (see below) and the current UDO available on our website. Project can be submitted online by creating an account at https://evolvepublic.infovisionsoftware.com/lancaster/?portal=project

SUBMIT THE FOLLOWING ITEMS FOR PLAN REVIEW:

- Application with contact and project information (see p. 2)
- Fees: After submitting documents, you will receive an email with fees due and forms of payment accepted, along with a link to online payment portal. Plans will not be routed for review until payment and hard copies are received (if needed- see below).
- Two (2) paper copies of Preliminary Plat and Supporting Data is required for all submittals over 10 pages.

Plans will be reviewed by County staff and a notice of revision, if required, will be sent to the designated contact person. Prior to the Planning Commission meeting, staff will review the plan with the Technical Review Committee. After Planning Commission approves the plat, you will receive a notification that you can print the stamped digital set from Evolve Project Portal. Upon the approval of a Preliminary Plat, detailed plans for street construction, utility line installations,and similar approvals shall be included in detailed **Civil Construction Plans**.

PROJECT INFORMATION

Project Address/Location: West Shiloh Unity Road, Lancaster, SC 29720

Tax Map ID/Parcel No.: 0049-00-004.13 and 0049-00-004.16

Project Description: Shiloh Woods new residential subdivision

Applicant Name: Century Communities Southeast, LLC c/o Ryan Hitchins

Address: 7401 Carmel Executive Park Drive, Suite 310, Charlotte, NC

Phone: 704-754-5457 Email: ryan.hitchins@centurycommunities.com

Property Owner Name: William L. Harper and Cane Mill Associates of Elgin LP

Address: 1351 Charlotte Highway, Lancaster, SC 29720

Phone: 803-283-9961 Email: Beau2@comporium.net

Other Project Contacts

Name: Ryan Hitchins c/o Century Communities Southeast, LLC

Address: 7401 Carmel Executive Park Drive, Suite 310, Charlotte, NC 28226

Phone: 704-754-5457 Email: ryanhitchins@centurycommunities.com

Name: Rob Reddick c/o McAdams

Address: 3430 Torington Way, Suite 110, Charlotte, NC 28277

Phone: 980-729-6008 Email: reddick@mcadamsco.com

Applicant Signature: Ryan Hitchins Date: 6/28/22

X Owner Signature: William L. Harper Date: 6/27/2022
Cane Mill Associates of Elgin LLC

X Owner Signature: Michael H. Wilson Managing General Partner Date: 6-27-2022

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

PROJECT INFORMATION

Project Address/Location: 500 West Shiloh Unity Road, Lancaster, SC 29720

Tax Map ID/Parcel No.: 0049-00-005.01

Project Description: Shiloh Woods new residential subdivision

Applicant Name: Century Communities Southeast LLC c/o Ryan Hitchins

Address: 7401 Carmel Executive Park Drive, Suite 310, Charlotte, NC 28226

Phone: 704-754-5457 Email: ryan.hitchins@centurycommunities.com

Property Owner Name: Randall and Pamela Vaughn

Address: 500 West Shiloh Unity Road, Lancaster, SC 29720

Phone: 803-804-4577 Email: RVaughn@comporium.net

Other Project Contacts

Name:

Address:

Phone: Email:

Name:

Address:

Phone: Email:

Applicant Signature: Date:

Owner Signature: Randall P. Vaughn Date: 6/27/2022

Owner Signature: Pamela P Vaughn Date: 6/27/2022

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

PROJECT INFORMATION

Project Address/Location: 516 West Shiloh Unity Road, Lancaster, SC 29720

Tax Map ID/Parcel No.: 0049-00-005.02

Project Description: Shiloh Woods new residential subdivison

Applicant Name: Century Communities Southeast, LLC - c/o Ryan Hitchins

Address: 7401 Carmel Executive Park Drive, Suite 310 Charlotte, NC 28226

Phone: 704-754-5457 Email: ryan.hitchins@centurycommunities.com

Property Owner Name: Ryan and Emilee Vaughn

Address: 516 West Shiloh Unity Road, Lancaster, SC 29720

Phone: 803-804-4577 Email: RVaughn@comporium.net

Other Project Contacts

Name:

Address:

Phone: Email:

Name:

Address:

Phone: Email:

Applicant Signature: Date:

Owner Signature: Ryan P. Vaughn Date: 6/27/22

Owner Signature: Emilee B. Vaughn Date: 6/27/22

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

GENERAL PROJECT INFORMATION:

Please identify the following general information on the site plan drawing either within a notes section or on the plat drawing itself, as appropriate.

1. Proposed name of project.
2. Name, mailing address, email address, and phone number of the owner and/or developer and designer of the site plan.
3. Map scale using appropriate engineer's scale, north arrow, and date.
4. Vicinity map (1" = 1 mile min. scale).
5. Total acreage to be developed.
6. Boundaries of the tract to be developed with all bearings and distances. At least two points of the survey must be tied to SC geodetic control points [See State Plane Coordinate Checklist]
7. Proposed use of all lots to be used. See "zoning considerations" section above. Be sure to designate any lots proposed to be used for uses other than single-family residential.
8. Tax map number.
9. Zoning district classification and, if applicable, overlay zone(s).
10. Land use, zoning district classification, and tax map number of adjacent properties, names of adjacent developments, and owners of adjoining parcels.
11. Total number of lots and layout of all lots, including building setback lines, scaled dimensions, area in square feet, lot numbers (if multiple lots), and utility easements with width and use.
12. Location and dimensions of all proposed buildings including number of stories and total square footage by use.
13. Building setbacks and proposed impervious surface calculation.
14. In case of re-subdivision, submit a copy of existing plat.

EXISTING CONDITIONS:

Please identify the following existing conditions on the plan drawing that may be located on the subject property or adjacent areas.

1. Topography by contours at vertical intervals of not more than five feet. All elevations shall refer to Mean Sea Level Datum (if available).
2. Show location and right-of-way of existing streets, curb cuts, and driveways within 300 feet of the site.
3. Show location and footprint of existing buildings on adjacent parcels.
4. Show location of railroads and utility lines either on or adjacent to the property to be developed. Specify whether utility lines are in easements or rights-of-way and show location of poles/towers.
5. Size and location of existing sewers, water mains, storm drains, culverts or other underground facilities within the street or within the right-of-way of streets or roads

adjoining the tract. Show ditches, swales, and drainage easements adjacent to the proposed project.

6. Location, size, and use of any existing structures on the subject property that will remain on the site
7. Location of city limit lines, if adjacent to subject property.
8. Show location of nearest hydrant. Spacing should be 500 feet single–family residential (this distance is measured in the direction of fire truck travel).
9. The Fire Department will need access to within 150 feet of all points of the building.
10. Location of land subject to flooding and nearest 100–year flood zone and elevation.
11. Location of existing or planned public parks, schools, greenways, trails, or other major public amenity located within ½ mile of the development site.

ENVIRONMENTAL CONSIDERATIONS:

ENVIRONMENTALLY SENSITIVE LANDS

1. Depict any water resources subject to the UDO Chapter 8, Natural Resources Protection, and comply with all requirements laid out in the aforementioned section.
2. Depict any prohibitive/severe steep slope areas (greater than or equal to 3H:1V) and take into account the limitations on disturbance when designing the project.
3. Depict stormwater management areas.

TREE RETENTION

1. Identify tree canopy retention areas.
2. Show trees that require protection.

LANDSCAPING

- Show landscaping for required site landscaping areas.

OPEN SPACE

1. Indicate if all or a portion of the site has been designated as an Open Space.
2. Calculate required common open space acreage.
3. Show any trails and greenways on the Lancaster County Carolina Thread Trail Master Plan that developer is required to construct.
4. Show all existing or planned public parks, schools, greenways, existing trails, or other major public amenities within ½ mile of the site, and pedestrian connections provided by the developer to those areas.

INFRASTRUCTURE CONSIDERATIONS:

GRADING, STORMWATER, AND UTILITY SYSTEM

Please identify the following proposed grading, stormwater, and utility system improvements.

1. Preliminary plan for sanitary sewers showing the location of manholes and points of discharge. Indicate direction of flow.
2. Preliminary plan for storm sewer system showing the location of outlets and direction of flow.
3. Preliminary plan of water supply system
4. All proposed easements.
5. Submit written verification to serve from all non-county utility service providers (gas, telephone, cable, and water and sewer district).
6. Proposed major contour changes in areas where substantial cut and/or fill is to be done.

Roads, Bridges, and Public Ways (UDO 6.13, pg. 21)

General design criteria are explained in two primary places in the UDO—Chapter 6 and Appendix C. Please refer to both when designing the community. The below is a brief summary of some of the "big picture" points, but those two sections in the Zoning Ordinance have many other requirements to which you will need to refer.

1. Connectivity is required within the neighborhood, and between the neighborhood and adjacent neighborhoods or other lands. Additionally, a second entrance is required for more than 100 units.
2. Traffic calming measures such as minimum street widths, short block lengths, on-street parking, controlled intersections, and roundabouts should be used per the UDO.
3. Sidewalks are required both internally, and in some cases, externally to the development and must be at least five feet wide.
4. Street trees are required to be planted in accordance with the UDO.
5. See Chapter 6: Subdivision and Infrastructure Standards and Appendix C – Manual of Specifications and Standard Details (MSSD), generally for road specifications, cross sections, and other important information. For example:
    a. Cul-de-sacs should be avoided except as described in the UDO.
    b. Gated communities have additional requirements as laid out in the UDO.
    c. Curb and gutter requirements are applicable in some districts as designated in the UDO.
6. Traffic Impact Analysis, refer to Chapter 6, Subdivision and Infrastructure Standards.

LOT DESIGN

Identify a lot configuration that complies with the following standards.

1. Lot designed to comply with the UDO design requirements
    a. Lots cannot be divided by City limit lines or zoning districts.
    b. Through lots are prohibited.

c. Flag lots are prohibited except where they are necessary to eliminate access onto arterial or collector roadways.

d. Side lot lines must be at right angles to straight street lines and radial to curved sidewalk and street lines.

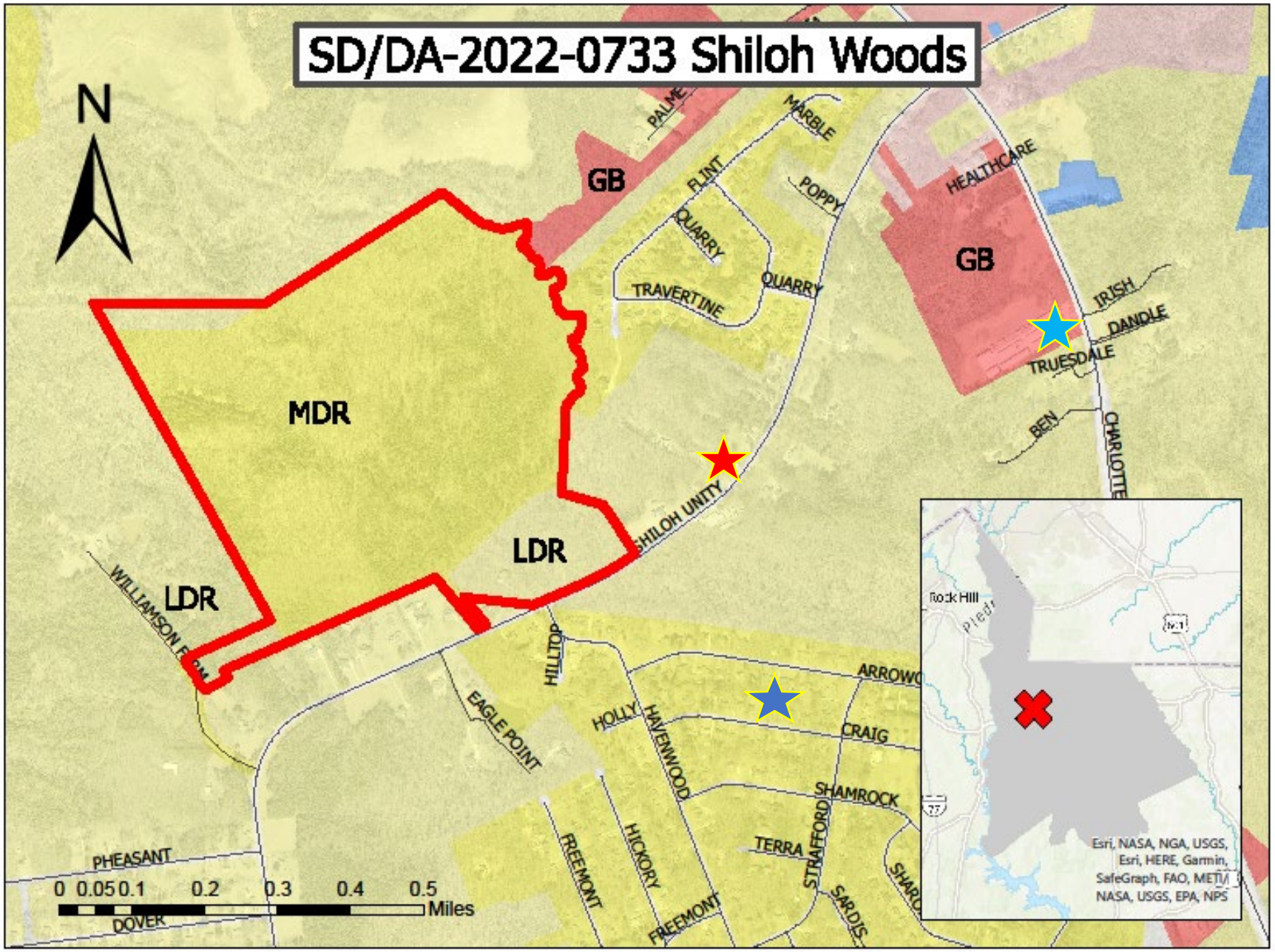
USE-SPECIFIC STANDARDS

The UDO has standards associated with specific uses in order to minimize negative impacts and/or to help shape the design of a specific use. Design the proposed site plan in compliance with any applicable use-specific standards.

OVERLAY DISTRICTS

If an overlay district exists, be sure to address the applicable standards for it in the site design.

- [x] **McWhirter Field Aviation Overlay** Please refer to the UDO for allowed uses and associated development criteria.
- [ ] **Carolina Heelsplitter Overlay**
- [ ] **Carolina Thread Trail Overlay**
- [ ] **Highway Corridor Overlay**
- [ ] **Equestrian Oriented Subdivision Overlay**



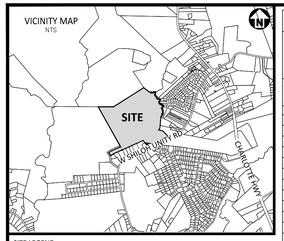
Lancaster County
South Carolina

Proposal:
Preliminary Plat and Development Agreement

Legend:

- Subject Property
- Arrowood Subdivision
- St. John Baptist Church
- Space Saver Storage

VICINITY MAP
NTS



SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE
- CENTERLINE
- WATERLINE (NOT SURVEYED)
- OPEN SPACE
- ACTIVE OPEN SPACE
- TREE SAVE
- WETLANDS
- STREAM BUFFERS

SITE DATA

PREPARED BY:
MCADAMS
3430 TORINGDON WAY, SUITE 110
CHARLOTTE, NC 28277

PID:	0049-00-004.13 & 0049-00-004.16 & 0049-00-005.01 & 0049-00-005.02
EXISTING ZONING:	MDR & LDR
PROPOSED ZONING:	MDR CLUSTER
TOTAL DEVELOPMENT	
AREA:	± 169.86 AC
SINGLE FAMILY	
50' x 100':	133 LOTS (33% OF TOTAL)
60' X 110':	132 LOTS (33% OF TOTAL)
70' X 120':	133 LOTS (33% OF TOTAL)
SINGLE FAMILY TOTAL:	398 LOTS
MIN. LOT SIZE:	5,000 SF
SETBACKS	
FRONT SETBACK:	20 FT
CORNER LOT FRONT SETBACK:	30 FT
SIDE SETBACK:	7.5 FT
STREET SIDE SETBACK:	15 FT
REAR SETBACK:	30 FT
MAXIMUM DENSITY:	2.50 DU/AC
PROPOSED DENSITY:	2.34 DU/AC
OPEN SPACE REQUIRED (25% OF SITE)*:	± 52.53 AC
OPEN SPACE PROVIDED**:	± 52.53 AC
PARK SPACE REQUIRED (5% OF SITE):	± 8.49 AC
PARK SPACE PROVIDED***:	± 8.49 AC
IMPERVIOUS AREA:	± 97.04 AC = 56% OF SITE
STORMWATER DETENTION PROVIDED****:	± 11.33 AC

*TOTAL OPEN SPACE SET ASIDE = ((TOTAL PARCEL - PRIMARY CONSERVATION AREAS) * OPEN SPACE PERCENTAGE) + PRIMARY CONSERVATION AREAS
TOTAL OPEN SPACE SET ASIDE = ((169.86 AC - 13.42 AC) * 0.25) + 13.42 = 52.53 AC MINIMUM
**FUTURE AMENITY STRUCTURES (UNLESS SERVING AS AN ACCESSORY FEATURE) AND STORMWATER CONTROL MEASURES SHALL NOT COUNT TOWARD OPEN SPACE, PER ORDINANCE
***PARK SPACE IS COMPRISED OF AMENITY AREAS AND POCKET PARKS
****STORMWATER DETENTION IS NOT COUNTED TOWARDS OPEN SPACE AREA

ADJACENT PROPERTY OWNERS

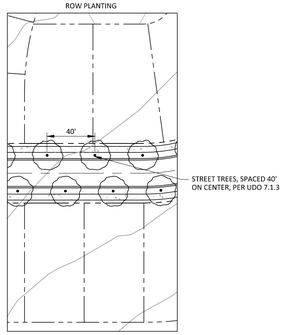
	PARCEL	PLAT	OWNER	ZONING
1	0049-00-037.00	5384-0000	PAWS IN THE PANHANDLE RESCUE ADOPTION INC	LDR
2	0049K-0A-052.00	---	LANCASTER COUNTY WATER AND SEWER	MDR
3	0049K-0A-053.00	2006-9	CHAD WILLIS & KEREN WILLIS	MDR
4	0049K-0A-054.00	2006-9	FRANK PALAZZOLO & JEANANN STRUNK	MDR
5	0049K-0A-055.00	2006-1019	JEFFREY M HORTON & TONYA B HORTON	MDR
6	0049K-0A-057.00	2008-480	RYAN CHRISTOPHER & CRYSTAL CHRISTOPHER	MDR
7	0049N-0B-001.00	0013-0117	LANCASTER CITY OF HAVENWOOD DRIVE	MDR
8	0049N-0A-017.00	2003-0008	DANIEL W PHILLIPS	MDR
9	0049-00-004.01	C791-0000	MALCOLM RUSSELL & SHELIA RUSSELL	LDR
10	0049N-0A-015.00	E261-0000	AMELIA M DAVIS	MDR
11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
12	0049-00-004.05	G133-0000	SCOTT B MUNN	LDR
13	0049-00-004.06	2003-0554	VAN NUYS	LDR
14	0049-00-004.07	G133-0000	DAVID M FUNDERBURK	LDR
15	0049-00-004.08	G133-0000	HERMAN EDWARD KELWASKI & PEGGY ANN KELWASKI	LDR
16	0049-00-004.09	G133-0000	RANDAL T MCCORKLE	LDR
17	0049-00-004.10	P-16133	DAVID B FUNDERBURK & KATHRYN L FUNDERBURK	LDR
18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

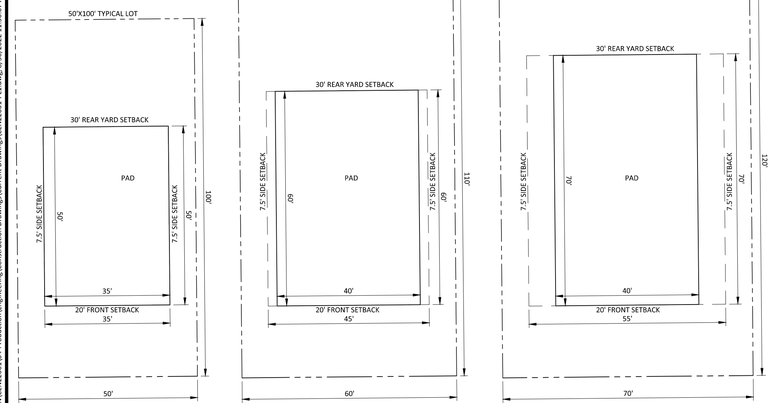
NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

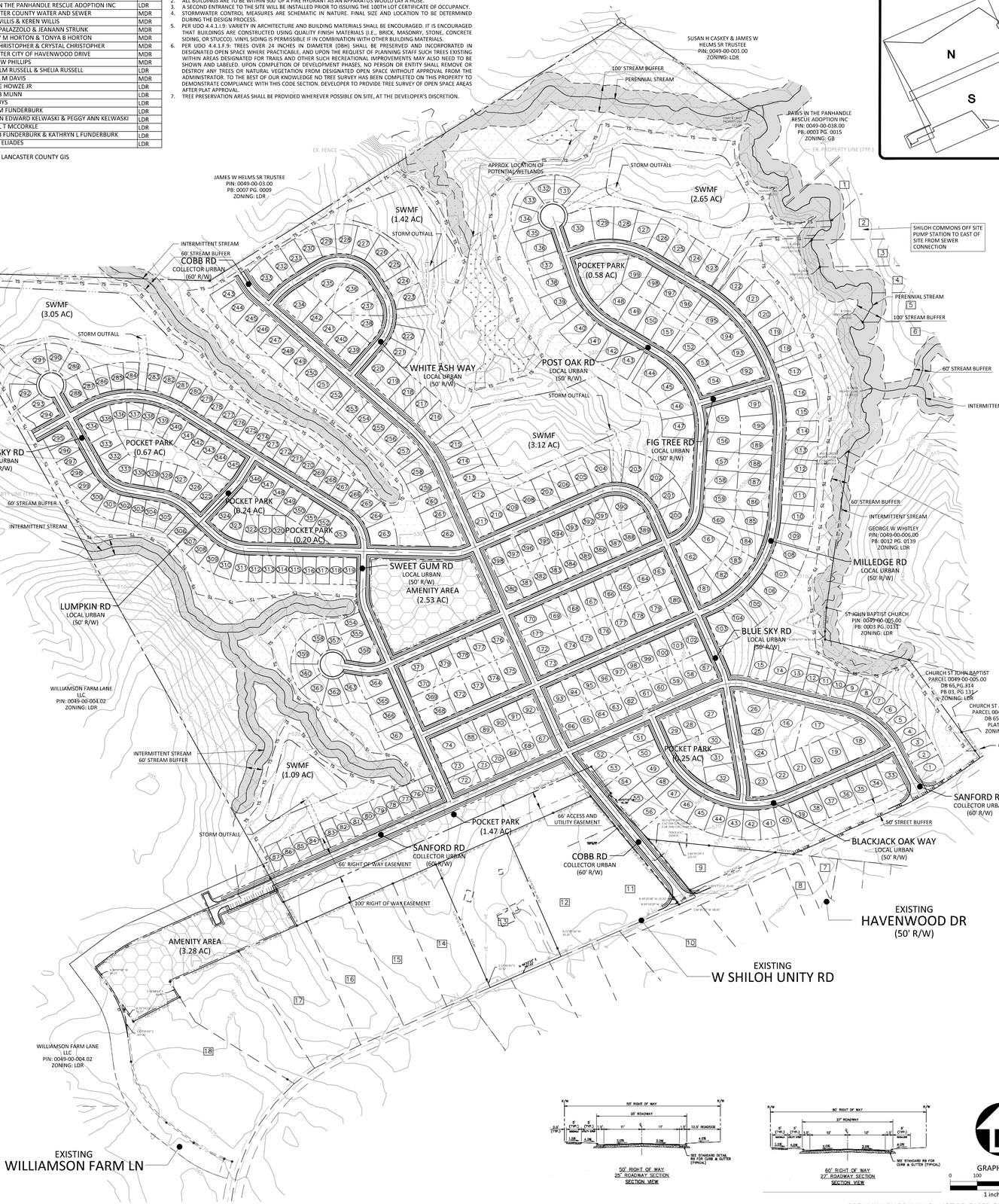
GENERAL NOTES:

1. PRELIMINARY PLAN IS SUBJECT TO MINOR REVISIONS DURING THE DESIGN PROCESS AS IT MAY BE REQUIRED.
2. ALL BUILDINGS ARE TO BE WITHIN 500' OF A FIRE HYDRANT AS AN APPARATUS WOULD LAY A HOSE.
3. A SECOND ENTRANCE TO THE SITE WILL BE INSTALLED PRIOR TO ISSUING THE 100TH LOT CERTIFICATE OF OCCUPANCY.
4. STORMWATER CONTROL MEASURES ARE SCHEMATIC IN NATURE. FINAL SIZE AND LOCATION TO BE DETERMINED DURING THE DESIGN PROCESS.
5. PER UDO 4.4.1.I-9: VARIETY IN ARCHITECTURE AND BUILDING MATERIALS SHALL BE ENCOURAGED. IT IS ENCOURAGED THAT BUILDINGS ARE CONSTRUCTED USING QUALITY FINISH MATERIALS (I.E., BRICK, MASONRY, STONE, CONCRETE SIDING, OR STUCCO). VINYL SIDING IS PERMISSIBLE IF IN COMBINATION WITH OTHER BUILDING MATERIALS.
6. PER UDO 4.4.1.F-9: TREES OVER 24 INCHES IN DIAMETER (DBH) SHALL BE PRESERVED AND INCORPORATED IN DESIGNATED OPEN SPACE WHERE PRACTICABLE, AND UPON THE REQUEST OF PLANNING STAFF SUCH TREES EXISTING WITHIN AREAS DESIGNATED FOR TRAILS AND OTHER SUCH RECREATIONAL IMPROVEMENTS MAY ALSO NEED TO BE SHOWN AND LABELED. UPON COMPLETION OF DEVELOPMENT PHASES, NO PERSON OR ENTITY SHALL REMOVE OR DESTROY ANY TREES OR NATURAL VEGETATION FROM DESIGNATED OPEN SPACE WITHOUT APPROVAL FROM THE ADMINISTRATOR. TO THE BEST OF OUR KNOWLEDGE NO TREE SURVEY HAS BEEN COMPLETED ON THIS PROPERTY TO DEMONSTRATE COMPLIANCE WITH THIS CODE SECTION. DEVELOPER TO PROVIDE TREE SURVEY OF OPEN SPACE AREAS AFTER PLAT APPROVAL.
7. TREE PRESERVATION AREAS SHALL BE PROVIDED WHEREVER POSSIBLE ON SITE, AT THE DEVELOPER'S DISCRETION.

Road Block Length Table		
Along	From	Distance (ft)
Sanford Rd	W Shiloh Unity Rd to Blackjack Oak Way	207
Sanford Rd	Blackjack Oak Way to Blue Sky Rd	695
Sanford Rd	Blue Sky Rd to Blackjack Oak Way	301
Sanford Rd	Blackjack Oak Way to Cobb Rd	340
Sanford Rd	Cobb Rd to Sweet Gum Rd	470
Sanford Rd	Sweet Gum Rd to Turnaround	980
Blackjack Oak Way	Sanford Rd to Blue Sky Rd	610
Blackjack Oak Way	Blue Sky Rd to Sanford Rd	501
Blue Sky Rd	Blackjack Oak Way to Sanford Rd	448
Blue Sky Rd	Sanford Rd to Milledge Rd	282
Blue Sky Rd	Milledge Rd to Post Oak Rd	290
Blue Sky Rd	Post Oak Rd to Cobb Rd	861
Blue Sky Rd	Cobb Rd to Sweet Gum Rd	417
Blue Sky Rd	Sweet Gum Rd to Lumpkin Rd	637
Blue Sky Rd	Lumpkin Rd to Sweet Gum Rd	666
Blue Sky Rd	Sweet Gum Rd to Cul-de-sac	135
Cobb Rd	W Shiloh Unity Rd to Sanford Rd	710
Cobb Rd	Sanford Rd to Milledge Rd	275
Cobb Rd	Milledge Rd to Post Oak Rd	290
Cobb Rd	Post Oak Rd to Blue Sky Rd	270
Cobb Rd	Blue Sky Rd to White Ash Way	803
Cobb Rd	White Ash Way to White Ash Way	400
Cobb Rd	White Ash Way to Dead End	161
Sweet Gum Rd	Sanford Rd to Milledge Rd	275
Sweet Gum Rd	Milledge Rd to Post Oak Rd	290
Sweet Gum Rd	Post Oak Rd to Blue Sky Rd	439
Sweet Gum Rd	Blue Sky Rd to Lumpkin Rd	565
Sweet Gum Rd	Lumpkin Rd to Blue Sky Rd	763
Sweet Gum Rd	Blue Sky Rd to Dead End	147
Milledge Rd	Sweet Gum Rd to Cobb Rd	465
Milledge Rd	Cobb Rd to Blue Sky Rd	655
Milledge Rd	Blue Sky Rd to Fig Tree Rd	994
Milledge Rd	Fig Tree Rd to Post Oak Rd	996
Post Oak Rd	Cul-de-sac to Sweet Gum Rd	217
Post Oak Rd	Sweet Gum Rd to Cobb Rd	465
Post Oak Rd	Cobb Rd to Blue Sky Rd	655
Post Oak Rd	Blue Sky Rd to Fig Tree Rd	570
Post Oak Rd	Fig Tree Rd to Milledge Rd	764
Post Oak Rd	Milledge Rd to Cul-de-sac	154
Fig Tree Rd	Milledge Rd to Post Oak Rd	292
White Ash Way	Cobb Rd to Cobb Rd	896
Lumpkin Rd	Blue Sky Rd to Sweet Gum Rd	315



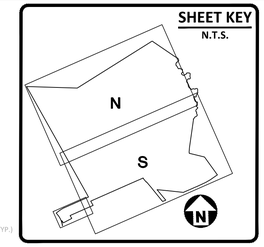




GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

SHEET KEY
N.T.S.



McADAMS
The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

CENTURY COMMUNITIES
7401 CARMEL EXECUTIVE PARK DRIVE
SUITE 310
CHARLOTTE, NORTH CAROLINA 28226

SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

NORTH CAROLINA
THE JOHN R. McADAMS COMPANY, INC.
C-0293
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL ENGINEER
PRELIMINARY
NOT FOR CONSTRUCTION
Lic. No: 29620
HERBERT M. REDDICK IV
NOT RELEASED FOR CONSTRUCTION

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL1
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=200'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT SITE PLAN

PL-1

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SITE LEGEND

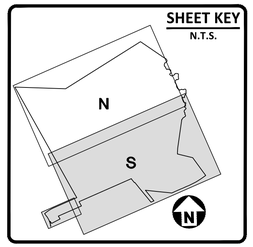
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE
- CENTERLINE
- WATERLINE (NOT SURVEYED)
- OPEN SPACE
- TREE SAVE
- WETLANDS
- STREAM BUFFERS

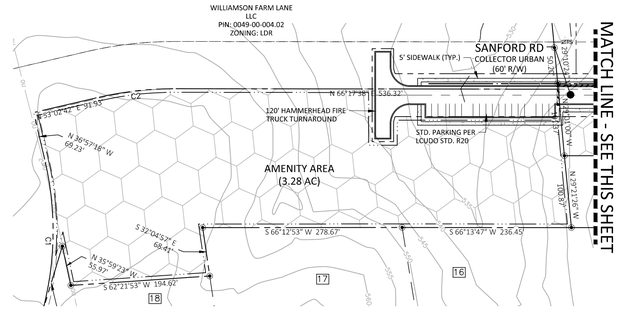
ADJACENT PROPERTY OWNERS

	PARCEL	PLAT	OWNER	ZONING
1	0049-00-037.00	5384-0000	PAWS IN THE PANHANDLE RESCUE ADOPTION INC	LDR
2	0049K-0A-052.00	--	LANCASTER COUNTY WATER AND SEWER	MDR
3	0049K-0A-053.00	2006-9	CHAD WILLIS & KEREN WILLIS	MDR
4	0049K-0A-054.00	2006-9	FRANK PALAZZOLO & JEANANN STRUNK	MDR
5	0049K-0A-055.00	2006-1019	JEFFREY M HORTON & TONYA B HORTON	MDR
6	0049K-0A-057.00	2008-480	RYAN CHRISTOPHER & CRYSTAL CHRISTOPHER	MDR
7	0049N-0B-001.00	0013-0117	LANCASTER CITY OF HAVENWOOD DRIVE	MDR
8	0049N-0A-017.00	2003-0008	DANIEL W PHILLIPS	MDR
9	0049-00-004.01	C791-0000	MALCOLM RUSSELL & SHELIA RUSSELL	LDR
10	0049N-0A-015.00	E261-0000	AMELIA M DAVIS	MDR
11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
12	0049-00-004.05	G133-0000	SCOTT B MUNN	LDR
13	0049-00-004.06	2003-0554	VAN NUYS	LDR
14	0049-00-004.07	G133-0000	DAVID M FUNDERBURK	LDR
15	0049-00-004.08	G133-0000	HERMAN EDWARD KELWASKI & PEGGY ANN KELWASKI	LDR
16	0049-00-004.09	G133-0000	RANDAL T MCCORKLE	LDR
17	0049-00-004.10	P-16133	DAVID B FUNDERBURK & KATHRYN L FUNDERBURK	LDR
18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

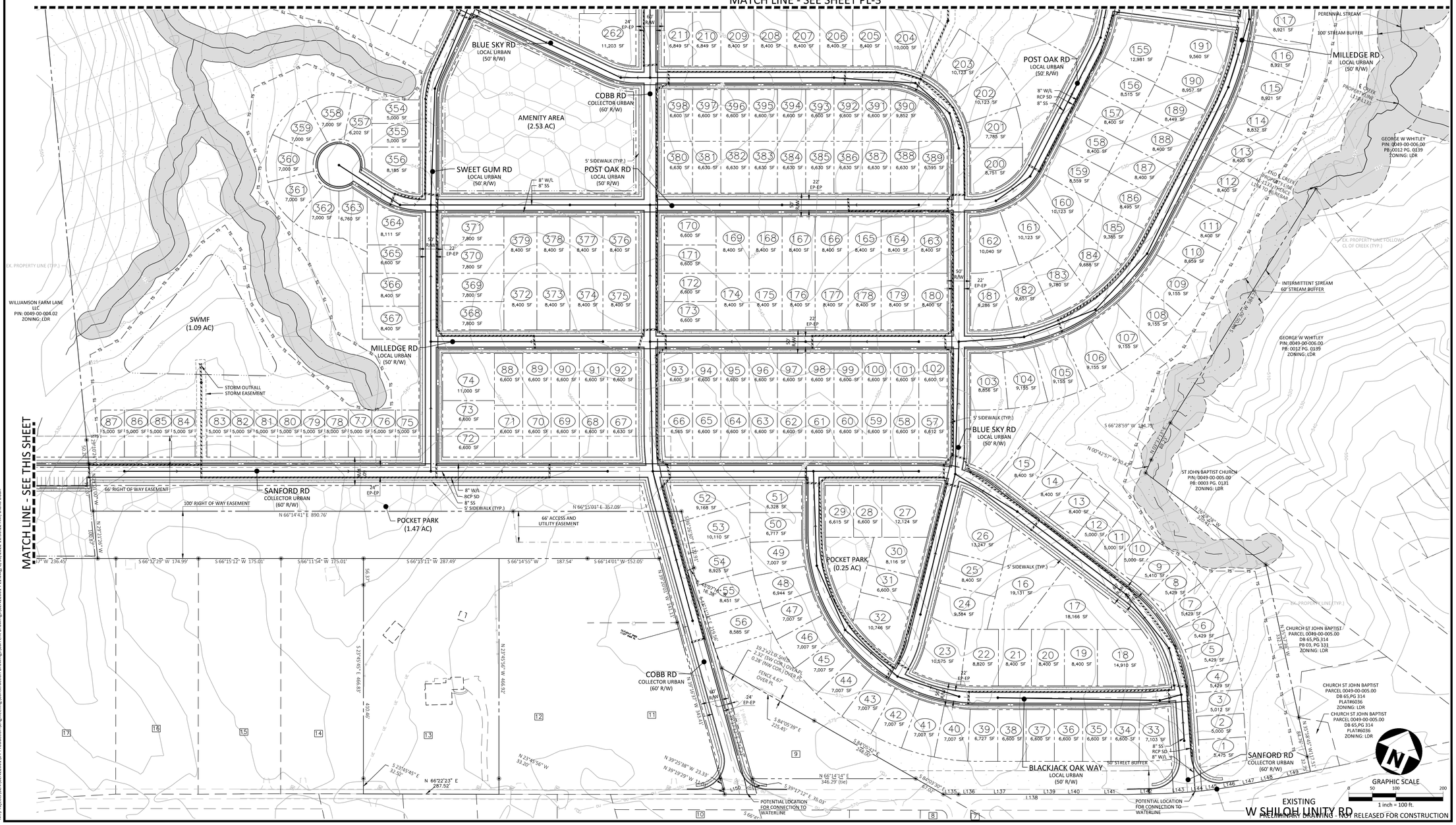
NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

SHEET KEY
N.T.S.





MATCH LINE - SEE SHEET PL-3


BLUE SKY RD
LOCAL URBAN
(50' R/W)
COBB RD
COLLECTOR URBAN
(60' R/W)
AMENITY AREA
(2.53 AC)
SWEET GUM RD
LOCAL URBAN
(50' R/W)
POST OAK RD
LOCAL URBAN
(50' R/W)
MILLEDGE RD
LOCAL URBAN
(50' R/W)
SANFORD RD
COLLECTOR URBAN
(60' R/W)
BLACKJACK OAK WAY
LOCAL URBAN
(50' R/W)
POCKET PARK
(1.47 AC)
POCKET PARK
(0.25 AC)
SWMF
(1.09 AC)
WILLIAMSON FARM LANE LLC
PIN: 0049-00-004.02
ZONING: LDR
PERENNIAL STREAM
100' STREAM BUFFER
INTERMITTENT STREAM
60' STREAM BUFFER
50' STREET BUFFER
GEORGE W WHITLEY
PIN: 0049-00-006.00
PB: 0012 PG. 0139
ZONING: LDR
ST JOHN BAPTIST CHURCH
PIN: 0049-00-005.00
PB: 0003 PG. 0131
ZONING: LDR
CHURCH ST JOHN BAPTIST
PARCEL 0049-00-005.00
DB 65,PG 314
PB 03, PG 331
ZONING: LDR
CHURCH ST JOHN BAPTIST
PARCEL 0049-00-005.00
DB 65,PG 314
PLAT86036
ZONING: LDR
CHURCH ST JOHN BAPTIST
PARCEL 0049-00-005.00
DB 65,PG 314
PLAT86036
ZONING: LDR
STORM OUTFALL
STORM EASEMENT
66' RIGHT OF WAY EASEMENT
100' RIGHT OF WAY EASEMENT
66' ACCESS AND UTILITY EASEMENT
POTENTIAL LOCATION FOR CONNECTION TO WATERLINE
POTENTIAL LOCATION FOR CONNECTION TO WATERLINE
EXISTING
W SHILOH UNITY RD
GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.
MATCH LINE - SEE THIS SHEET
N 66°14'41" E 890.76'
N 66°15'01" E 357.09'
S 66°12'29" W 174.99'
S 66°15'12" W 175.01'
S 66°11'54" W 175.01'
S 66°13'11" W 287.49'
S 66°14'55" W 187.54'
S 66°14'01" W 152.05'
N 23°45'56" W 466.93'
S 23°45'45" E 460.83'
N 66°22'23" E 287.52'
N 39°25'38" W 33.33'
N 39°19'29" W 174.41'
N 66°14'14" E 346.29' (tie)
S 84°03'39" E 225.45'
S 84°03'39" E 248.00'
S 39°17'27" E 35.03'
N 39°39'37" W 343.41'
S 66°28'59" W 134.75'
N 00°42'57" W 30.43'
N 76°56'49" W 220.41'
N 23°45'56" W 30.00'
N 23°45'56" W 30.00'
N 23°45'56" W 30.00

SITE LEGEND

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6	0049K-0A-057.00	2008-480	RYAN CHRISTOPHER & CRYSTAL CHRISTOPHER	MDR
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10	0049N-0A-015.00	E261-0000	AMELIA M DAVIS	MDR
11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
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13	0049-00-004.06	2003-0554	VAN NUYS	LDR
14	0049-00-004.07	G133-0000	DAVID M FUNDERBURK	LDR
15	0049-00-004.08	G133-0000	HERMAN EDWARD KELWASKI & PEGGY ANN KELWASKI	LDR
16	0049-00-004.09	G133-0000	RANDAL T MCCORKLE	LDR
17	0049-00-004.10	P-16133	DAVID B FUNDERBURK & KATHRYN L FUNDERBURK	LDR
18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

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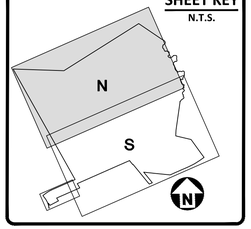

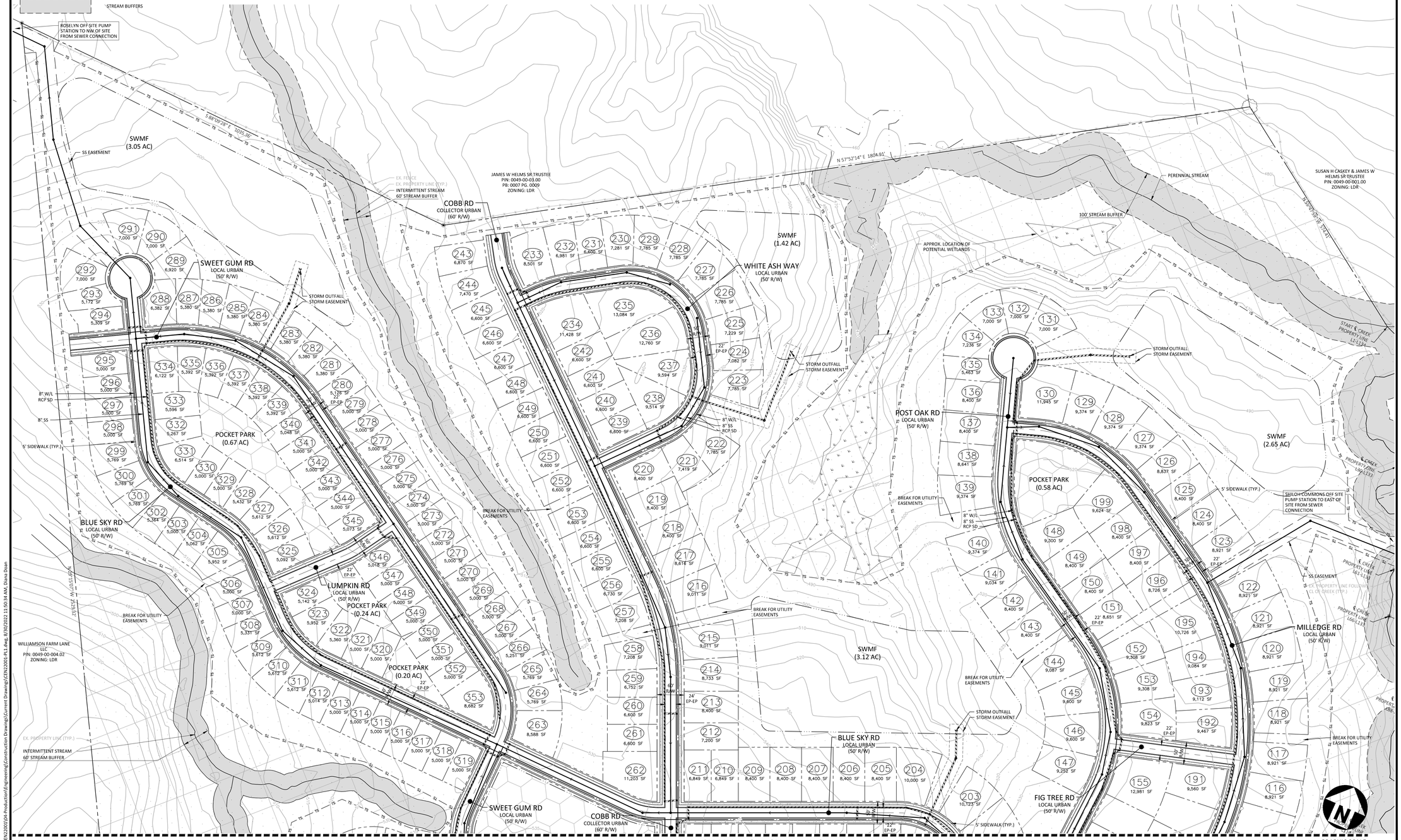

MATCH LINE - SEE SHEET PL-2

GRAPHIC SCALE
0 50 100 200
1 inch = 100 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

McADAMS
The John R. McAdams Company, Inc.
3430 Toringdon Way
Suite 110
Charlotte, NC 28277
phone 704. 527. 0800
fax 919. 361. 2269
license number: C-0293, C-187
www.mcadamsco.com

CLIENT

CENTURY COMMUNITIES
7401 CARMEL EXECUTIVE PARK DRIVE
SUITE 310
CHARLOTTE, NORTH CAROLINA 28226

SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

NORTH CAROLINA — THE JOHN R. McADAMS COMPANY, INC. — C-0293 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — PROFESSIONAL ENGINEER — No. 29020 — ROBERT M. REDDICK — NOT FOR CONSTRUCTION OR RECORDING PURPOSES

REVISIONS

NO.	DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL1
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=100'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT SITE PLAN - N

PL-3

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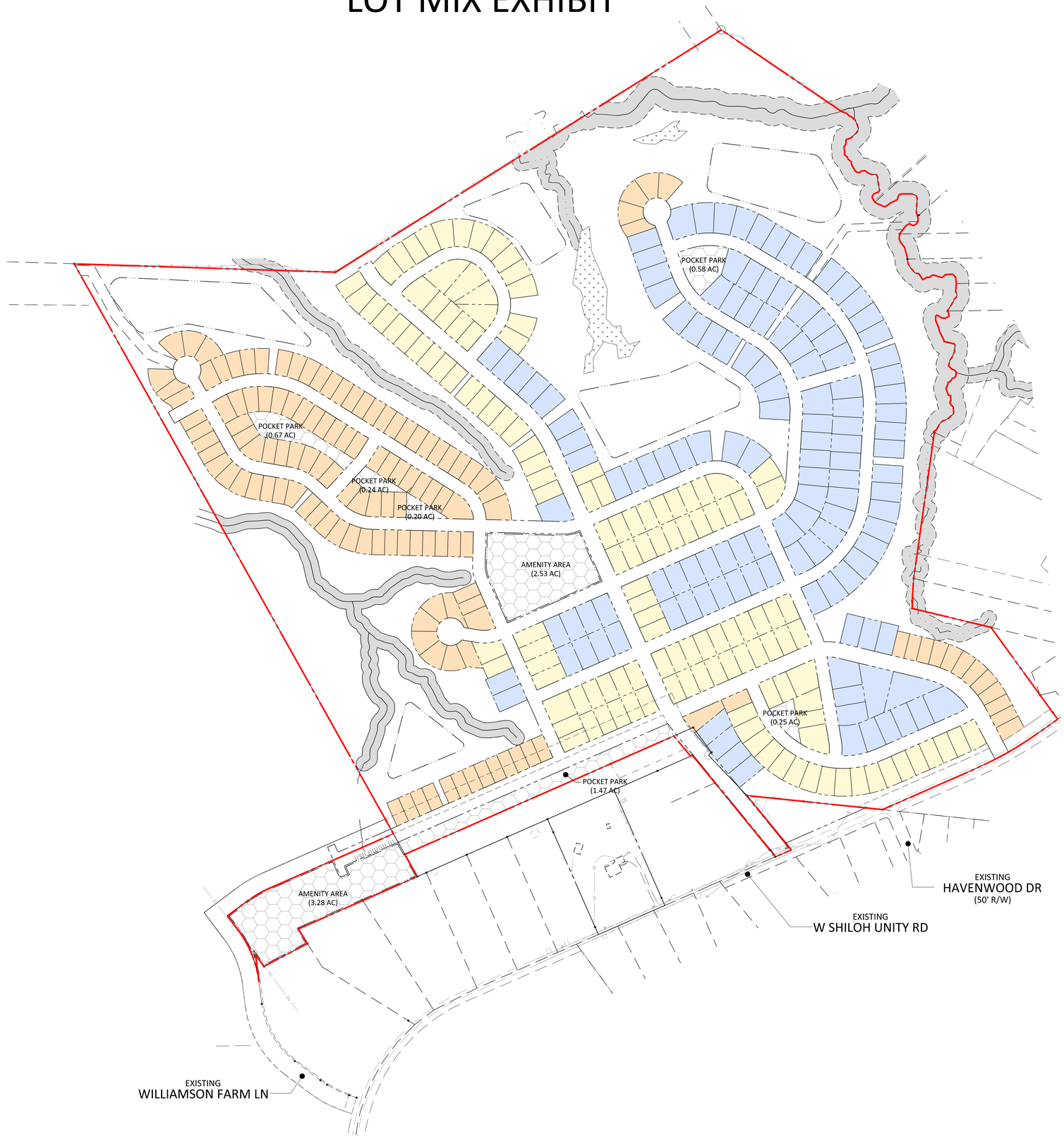
LOT MIX EXHIBIT



LEGEND

TOTAL POTENTIAL LOTS		398 LOTS
	50' X 100'	133 LOTS
	60' X 110'	132 LOTS
	70' X 120'	133 LOTS

SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE

GRAPHIC SCALE
0 100 200 400
1 inch = 200 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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CHARLOTTE, NORTH CAROLINA 28226

SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL2
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=200'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT EXHIBITS

PL-4

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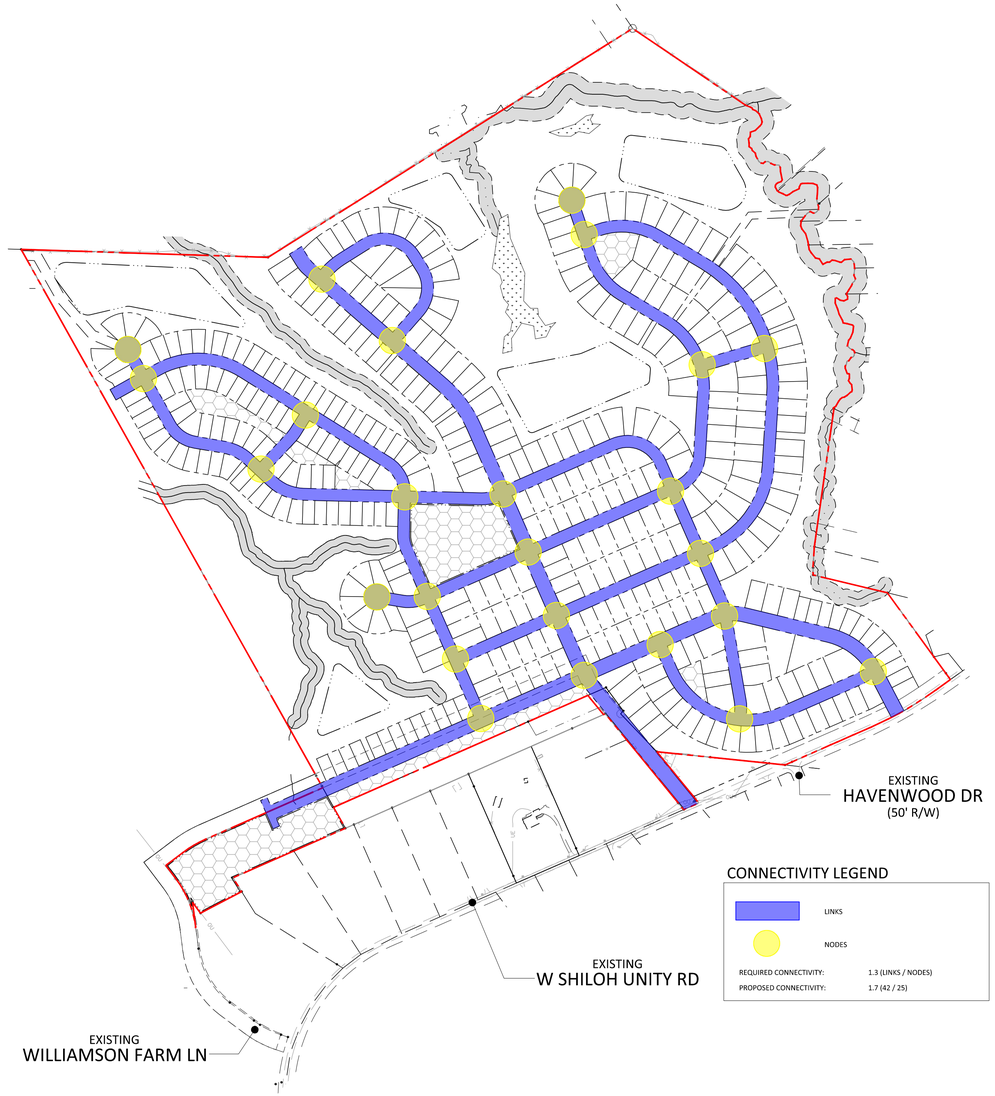
BUFFER EXHIBIT

SITE LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE

CONNECTIVITY EXHIBIT



GRAPHIC SCALE
0 150 300 600
1 inch = 300 ft.

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

REVISIONS

NO. DATE

PLAN INFORMATION

PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL3
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=300'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT EXHIBITS

PL-5

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TRAFFIC IMPACT ANALYSIS
SHILOH WOODS
LANCASTER COUNTY, SOUTH CAROLINA

EXECUTIVE SUMMARY

1. Development Overview

A Traffic Impact Analysis (TIA) was conducted for the proposed Shiloh Woods development in accordance with the Lancaster County (County) Unified Development Ordinance (UDO) and South Carolina Department of Transportation (SCDOT) capacity analysis guidelines. The proposed development is to be located north of W Shiloh Unity Road and west of US 521 in Lancaster County, South Carolina. The proposed development is expected to consist of up to 398 single-family homes and estimated to be built out in 2029. Site access is proposed via two full movement driveways along W Shiloh Unity Road.

The study analyzes traffic conditions during the weekday AM and PM peak hours for the following scenarios:

- 2022 Existing Traffic Conditions
- 2029 No-Build Traffic Conditions
- 2029 Build Traffic Conditions
- 2029 Build Traffic Conditions with Improvements

2. Existing Traffic Conditions

The study area for the TIA was determined through coordination with SCDOT and the County and consists of the following existing intersections:

- US 521 and Shiloh Unity Road / W Shiloh Unity Road
- US 521 and University Drive / Old Charlotte Road
- University Drive and /Hubbard Drive
- University Drive and W Shiloh Unity Road

Existing peak hour traffic volumes were determined based on traffic counts conducted at the study intersections listed below, in April of 2022 by Quality Counts during a typical weekday AM (7:00 AM – 9:00 AM) and PM (4:00 PM – 6:00 PM) peak periods:

- US 521 and Shiloh Unity Road / W Shiloh Unity Road
- US 521 and University Drive / Old Charlotte Road
- University Drive and /Hubbard Drive
- University Drive and W Shiloh Unity Road

Due to there being multiple driveways between intersections, weekday AM, and PM traffic volumes were not balanced between study intersections. Refer to Figure 4 for 2022 Existing weekday AM and PM peak hour traffic volumes.

3. Site Trip Generation

The proposed development is assumed to consist of up to 398 single-family homes. Average weekday daily, AM peak hour, and PM peak hour trips for the proposed development were estimated using methodology contained within the ITE Trip Generation Manual, 11th Edition. Table E-1 provides a summary of the trip generation potential for the site.

Table E-1: Site Trip Generation

LAND USE (ITE Code)	INTENSITY	DAILY TRIPS (VPD)	WEEKDAY AM PEAK HOUR (VPH)		WEEKDAY PM PEAK HOUR (VPH)	
			Enter	Exit	Enter	Exit
Single-Family Detached Housing (210)	398 DU	3,596	68	194	229	135

4. Future Traffic Conditions

Through coordination with SCDOT and the County, it was determined that an annual growth rate of 3.0% would be used to generate 2029 Projected weekday AM and PM peak hour traffic volumes. The following adjacent developments were identified to be considered under future conditions:

- Lancaster Landing
- Norman Property (Roselyn Subdivision)

5. Capacity Analysis Summary

The analysis considered weekday AM and PM peak hour traffic for 2022 Existing, 2029 No-Build, 2029 Build, and 2029 Build - Improved conditions. Refer to Section 7 of the TIA for the capacity analysis summary performed at each study intersection.

6. Recommendations

Based on the findings of this study, specific geometric and traffic control improvements have been identified at study intersections. The improvements are summarized below and are illustrated in Figure E-1.

Recommended Improvements by Lancaster Landing

University Drive and Hubbard Drive

- Construct a northbound Hubbard Drive left turn lane with 150 feet of storage and appropriate taper length.
- Construct a southbound Hubbard Drive left turn lane with 150 feet of storage and appropriate taper length.

Recommended Improvements by Developer

US 521 and Shiloh Unity Road / W Shiloh Unity Road

- Construct an eastbound W Shiloh Unity Road left turn lane with 250 feet of storage and appropriate taper length.

W Shiloh Unity Road and Access A

- Construct Access A with one ingress and one egress lane (shared left-right lane).

W Shiloh Unity Road and Access B

- Construct Access B with one ingress and one egress lane (shared left-right lane).

Additional Improvements

Poor traffic operations were identified during the 2029 No-Build scenario at the intersection of US 521 and University Drive / Old Charlotte Road. The following improvements would mitigate the long delays and queues caused by background traffic in the area. These improvements are not associated with the proposed Shiloh Woods development. Further discussions with SCDOT and the County have been requested in order to determine appropriate mitigation for thisintersection.

US 521 and University Drive / Old Charlotte Road

- Prohibit left and through movements from the side streets.
- Construct a northbound U-turn lane on US 521 approximately 600-800 feet north of University Drive. Provide 50 feet of storage or the minimum required by SCDOT. Construct a U-turn bulb if needed.
- Construct a southbound U-turn lane on US 521 approximately 600-800 feet south of University Drive. Provide 50 feet of storage or the minimum required by SCDOT. Construct a U-turn bulb if needed.

Agenda Item Summary

Ordinance # / Resolution #: DA-2022-0733 Century Communities aka Shiloh Woods
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:
Application by Century Communities to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 398-unit single-family development located on approximately 169.86 acres of land adjacent to 500 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02). This application is associated with the companion Zoning Map Amendment: RZ-2022-0733 and Preliminary Plat: SD-2022-0733.

Points to Consider:
The applicant submitted the proposed Development Agreement enclosed with this memo. This Development Agreement has been revised to reflect changes which have occurred in the proposed concept plan. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA). It is important to note that at the time of this report (10-11-2022) the TIA associated with this agreement has not been approved by the County's Traffic Engineering Consultant. Should we receive comments from the County's consultant prior to the meeting we will disburse that information to both the Planning Commission and the Applicant.

Recommendation:
Staff recommends **Approva**l subject to the following conditions:

1. Address outstanding TIA comments within 90 days of Planning Commission approval.
2. Final County Council approval of the associated rezoning (RZ-2022-0733).

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	9/13/2022	Planning Staff Report
Draft Development Agreement	10/11/2022	Exhibit

PROPOSAL:	Application by Century Communities to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 398-unit single-family development located on approximately 169.86 acres of land adjacent to 500 W. Shiloh Unity Road (TM#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02). This application is associated with the companion Zoning Map Amendment: RZ-2022-0733 and Preliminary Plat: SD-2022-0733.
COUNCIL DISTRICT:	District 4, Larry Honeycutt

Century Communities has requested to develop 169.86 acres comprised of four parcels intending to develop under the Cluster Subdivision Overlay (*see Staff Report for SD-2022-0733*). This proposal is for a 398 unit single family development.

Unified Development Ordinance (UDO) Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that seek to develop under the Cluster Subdivision Overlay.

The applicant submitted the proposed Development Agreement enclosed with this memo. This Development Agreement has been revised to reflect changes which have occurred in the proposed concept plan. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA). It is important to note that at the time of this report (10-11-2022) the TIA associated with this agreement has not been approved by the County's Traffic Engineering Consultant. Should we receive comments from the County's consultant prior to the meeting we will disburse that information to both the Planning Commission and the Applicant.

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The Development Agreement does not include any proposed impact fees, which will be discussed with County Council.

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

STATE OF SOUTH CAROLINA) DEVELOPMENT AGREEMENT
)
COUNTY OF LANCASTER) CENTURY COMMUNITIES SOUTHEAST LLC

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between **Century Communities Southeast, LLC**, a North Carolina limited liability company ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 169.93 acres, more or less, located in the County and known as the **SHILOH WOODS** development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property, be rezoned to Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District.

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish

the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means September _____2022.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020, and further updated by adoption of the Southern Panhandle Small Area plan by Ordinance No. 2021-1704 on February 8, 2021 and by adoption of the Small Area Plan Extension by Ordinance No. 2021-1758 on September 13, 2021.

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

(5) "County Council" means the governing body of the County.

(6) "Developer" means Century Communities Southeast, LLC, a North Carolina limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(8) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force as of the Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-5 attached hereto and incorporated herein by reference.

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

(10) "Ordinance No. 2022-1822" means Ordinance No. 2022-1822 of the County, zoning Tax Parcel Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property, to CSO Medium Density Residential (CSO MDR) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022- ____" means Ordinance No. 2022- _____ of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

(13) "Property" means the land, and any improvements thereon, described in Section 1.04.

(14) "UDO" means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-4.

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

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

Section 1.04. Property. This Agreement applies to four (4) parcels of land identified as Tax Map Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. Three (3) parcels, including Tax Map Nos. 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property are currently zoned Low Density Residential (LDR) District and all are anticipated to be rezoned Medium Density Residential

(MDR) District pursuant to Ordinance No. 2022-1822. Parcel 0049-00-004.13 is currently zoned Medium Density Residential (MDR) District. All properties are anticipated to be rezoned Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District pursuant to Ordinance No. 2022-1822.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property is up to 398 single family detached dwelling units and 169.93 acres and is set forth in Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2022- ____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2022- _____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately 169 and 93/100 acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, including the Master Development Plan described in Section 1.06(B), the UDO, and the other Laws and Land Development Regulations. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-5 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- _____, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development

standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

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

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

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E5, except as expressly provided otherwise in this Agreement.

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

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or

hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and

who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

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

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

Section 4.01C. Funds for Parks and Recreation. On July 21, 2021, the County adopted an ordinance establishing development impact fees for facility improvements Parks and Recreation (Ordinance No. 2021-1725) which impact fees was implemented as of October 1, 2021 and shall apply to the Property. County and Developer agree that no additional Parks and Recreation funds are required pursuant to this Agreement because the County Parks and Recreation Impact Fees already address the impact that the development of the property will have on Parks and Recreation facilities.

Section 4.01D. Future Impact Fees. Developer's right set forth herein are vested and thus Developer shall not be subject to any future impact fees or costs imposed by the County.

Section 4.01E. Solid Waste Fees. Developer agrees to pay County Five Hundred Dollars ($500.00) per housing unit which shall be paid when a building permit is issued (the "Solid Waste Fund Payment"). Upon receipt of the Solid Waste Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Solid Waste Fund Payment must be used for solid waste services in Lancaster County and restricted to the _____ area. The determination of the specific use of the Solid Waste Fund Payment is at the discretion of County Council.

Section 4.01F. Library Fees. Developer agrees to pay County Two Hundred Fifty Dollars ($250.00) per housing unit which shall be paid when a building permit is issued (the "Library Fund Payment"). Upon receipt of the Library Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Library Fund Payment must be used for library services in Lancaster County and restricted to the _____ area. The determination of the specific use of the Library Fund Payment is at the discretion of County Council.

Section 4.01G. Agreement for Use of Community Facilities as Voting Locations. Developer agrees to allow the County use of community facilities (e.g., clubhouse/pool house/meeting hall, etc.) as locations for voting polls during elections. Developer agrees the County will have access to such community facilities as is necessary and convenient for County to set up the polling stations and to breakdown/clean up the area once voting is complete and the use of such facilities will be complementary and without cost to the County. Liability arising from or incidental to the County's use of the facilities, only if arising from acts or omission of Lancaster County, shall be limited by the South Carolina Tort Claims Act.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than_____, 2022, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

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

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

responsibility for providing potable water services or sewer services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Century Communities Southeast, LLC
Attn: Ken Rabel, Division President
7401 Carmel Executive Park Drive, Suite 310
Charlotte, NC 28226

With a Copy to: Century Communities Southeast, LLC
Attn: Andrew Rouzer, Vice President
7401 Carmel Executive Park Drive, Suite 310
Charlotte, NC 28226

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (*i*) that this Agreement is in full force and effect, (*ii*) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (*iii*) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (*iv*) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

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

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

_____

_____

DEVELOPER:

By:_____
Name: _____
Title: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

WITNESS my hand and seal this ____day of _____ 2022.

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER_)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Lancaster County, by Steve Harper, its Chair, County Council, and Billy Mosteller, its Secretary, County Council personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ___day of _____ 2022.

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

Exhibit A

PARCEL 1

"All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing one hundred (100) acres, more or less, and being shown and described on plat of survey made by Precision Surveying, Inc., dated November 13, 2000, entitled "SURVEYED FOR H & W INVESTMENTS" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2001-39, TOGETHER WITH that certain non-exclusive perpetual easement and right of way, the grant and terms and conditions of which are set forth in the Easement Agreement entered into between Barbara Williamson Paul, Howard Knox Williamson III and H & W Investments, dated January 18, 2001, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2001-39. Reference to said plat is craved for a more minute description."

"All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing fifty (50) acres, more or less, and being shown and described on plat of survey made by Precision Surveying, Inc., dated April 29, 2003, entitled "SURVEYED FOR WILLIAM L. HARPER & MICHAEL G. WILLIAMS" and
recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2003-374, TOGETHER WITH that certain non-exclusive perpetual easement and right of way, the grant and terms and conditions of which are set forth in the Easement Agreement entered into between Barbara Williamson Paul, Howard Knox Williamson III, William L. Harper and Michael G. Williams, dated June , 2003 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 203, page 263. Reference to said plat is craved for a more minute description."

PARCEL 2:

"All that certain piece, parcel or lot of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing three and fifty-four hundredths (3.54) acres, more or less, and being shown, described and designated as "Lot 6" on plat of survey entitled "Plat of Boundary and Closing Survey Surveyed for Barbara W. Paul", made by Precision Surveying, Inc., dated October 10, 2009 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, page 341. Reference to said plat is craved for a more minute description."

PARCEL 3:

"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, on the North side of South Carolina Road S-29-28, known as Shiloh-Unity Road, containing sixteen and thirty-nine hundreths (16.39) acres, more or less,

and being shown and described on plat survey made by Wm. Charles Hendley, Jr. Land Surveying, dated November 6, 1993, entitled "BOUNDARY SURVEY FOR RANDALL P. VAUGHN PAMELA VAUGHN" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 16168, reference to said plat is craved for a more minute description."

PARCEL 4:

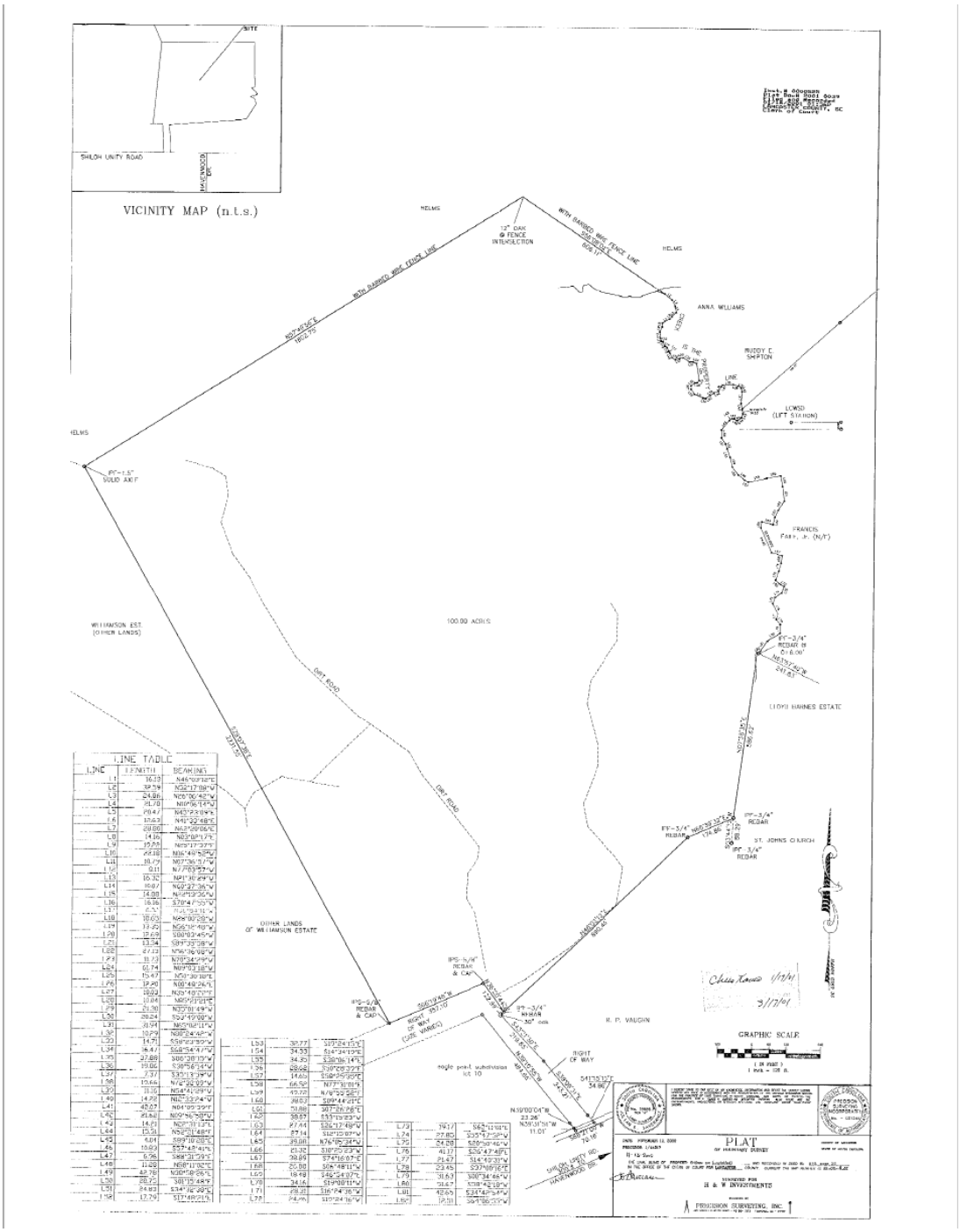
"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, fronting on the north side of West Shiloh Unity Road (Highway S-20-28) for a distance of 32.32 feet, containing 2.01 acres, being shown, described and designated on a plat of survey entitled "Boundary Survey for Ryan Pascal Vaughn and Emilee Bailey Vaughn" dated February 22, 2019 made by William Charles Hendley, Jr. Land Surveying and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2019 page 127, which plat is incorporated herein and by reference made a part hereof.

Being a portion of the property conveyed to Randall P. Vaughn and Pamela P. Vaughn by Deed of Dora Tucker Jones, et al. recorded December 19, 1995 in Deed Book P-13 Page 46, Office of the Register of Deeds for Lancaster County, South Carolina.

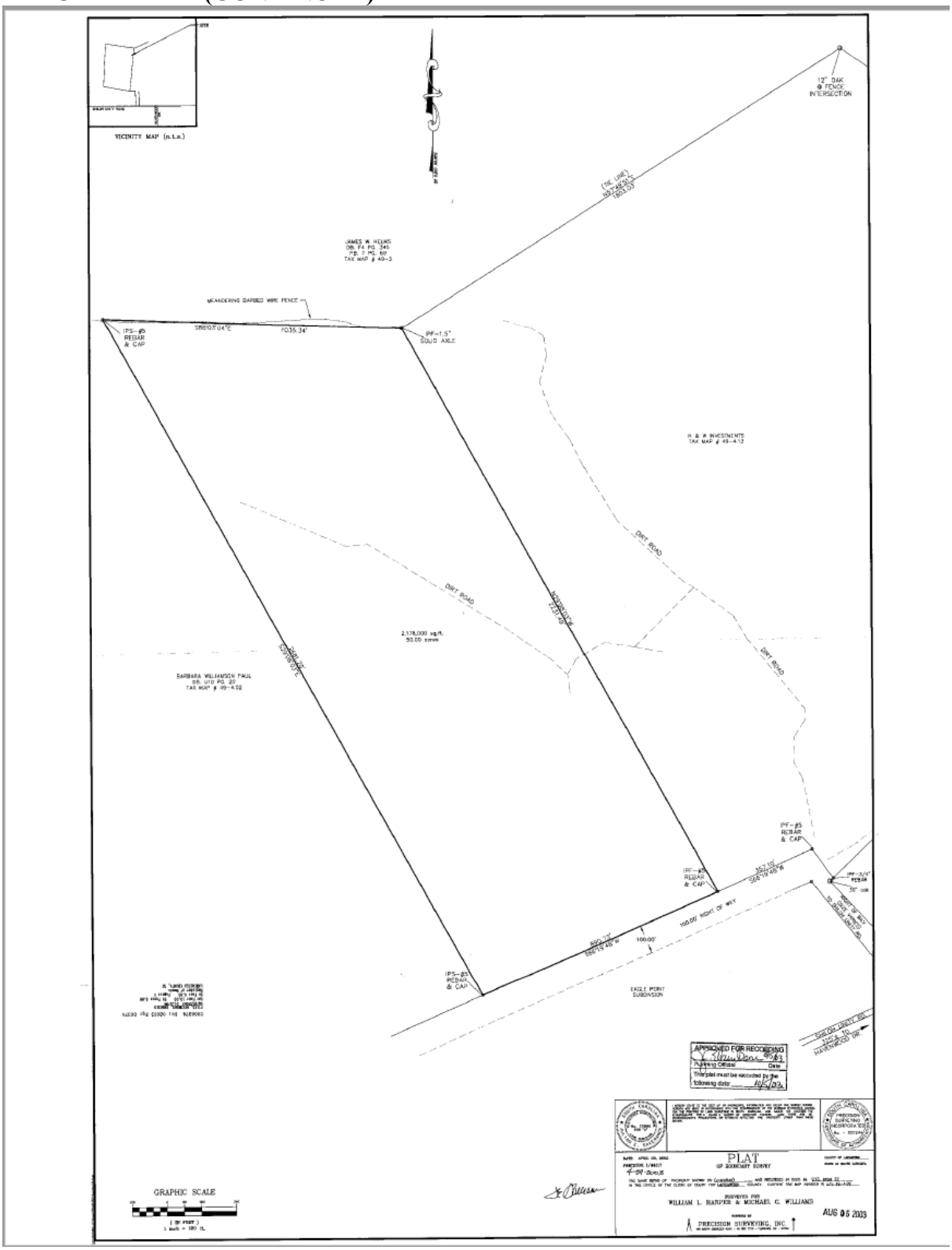
Exhibit A-2

Plat(s)

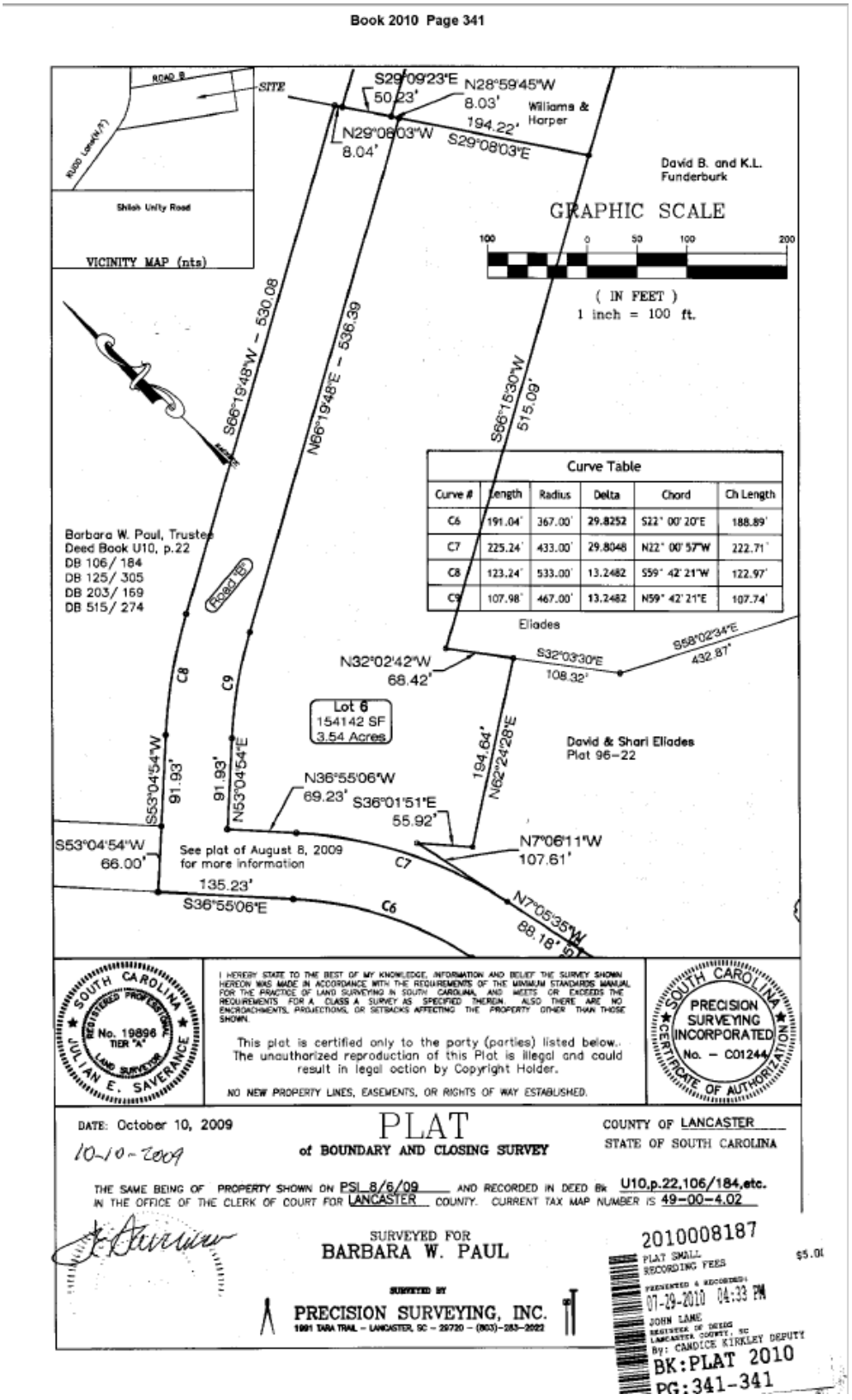
PARCEL 1 PLAT



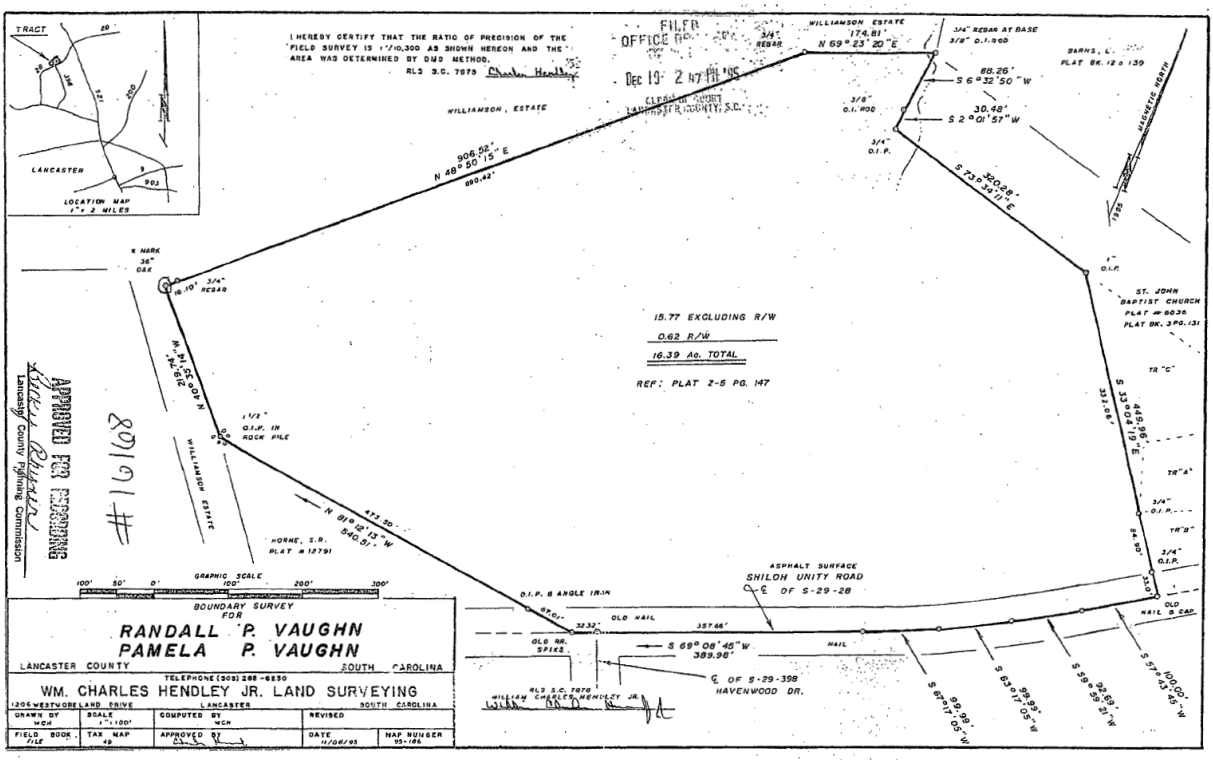
PARCEL 1 PLAT (CONTINUED)



PARCEL 2 PLAT



PARCEL 3 PLAT



PARCEL 4 PLAT

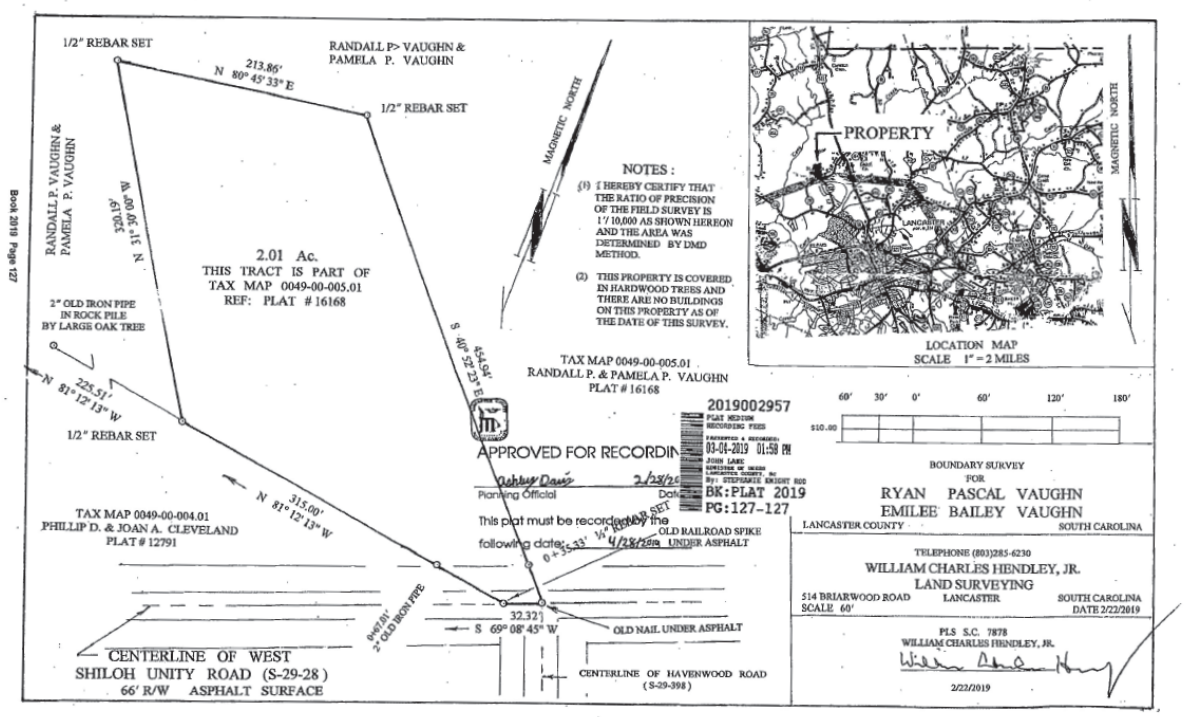


Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer and prepared by Ramey Kemp dated September 9, 2022.
      ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have required offsite improvements at this time.
         a. Construct an eastbound W Shiloh Unity Road left turn lane onto Highway 521 with 250 feet of storage and appropriate taper length.
         b. U.S. 521 and University Drive/Old Charlotte Road - Developer to work with Lancaster County staff to develop a preliminary drawing of the recommended design for the intersection so it could be used by staff to determine the feasibility of the improvements.
   b. Onsite Improvements:
      i. South Carolina Department of Transportation and the County have accepted the TIA as submitted.
         a. Construct Access A with one ingress and one egress lane (shared left-right lane).
         b. Construct Access B with one ingress and one egress lane (shared left-right lane).
      ii. *Internal Streets/ROW*: All internal streets shall be maintained by SCDOT. All streets shall be constructed in accordance with County standards and

inspected by the County throughout the development process. Construction testing results and as-built surveys of all constructed roads shall also be required.

iii. *Traffic Calming:* None required

iv. *Walkway Connections:* None required.

v. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties (first phase Shiloh Commons Pump Station and all subsequent phases plus the first phase to Roselyn Pump Station once operational) and will install a gravity line on the Property to connect to serve the Property, which will be dedicated to the Lancaster County Water and Sewer District.

8. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

   a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

   b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

   c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

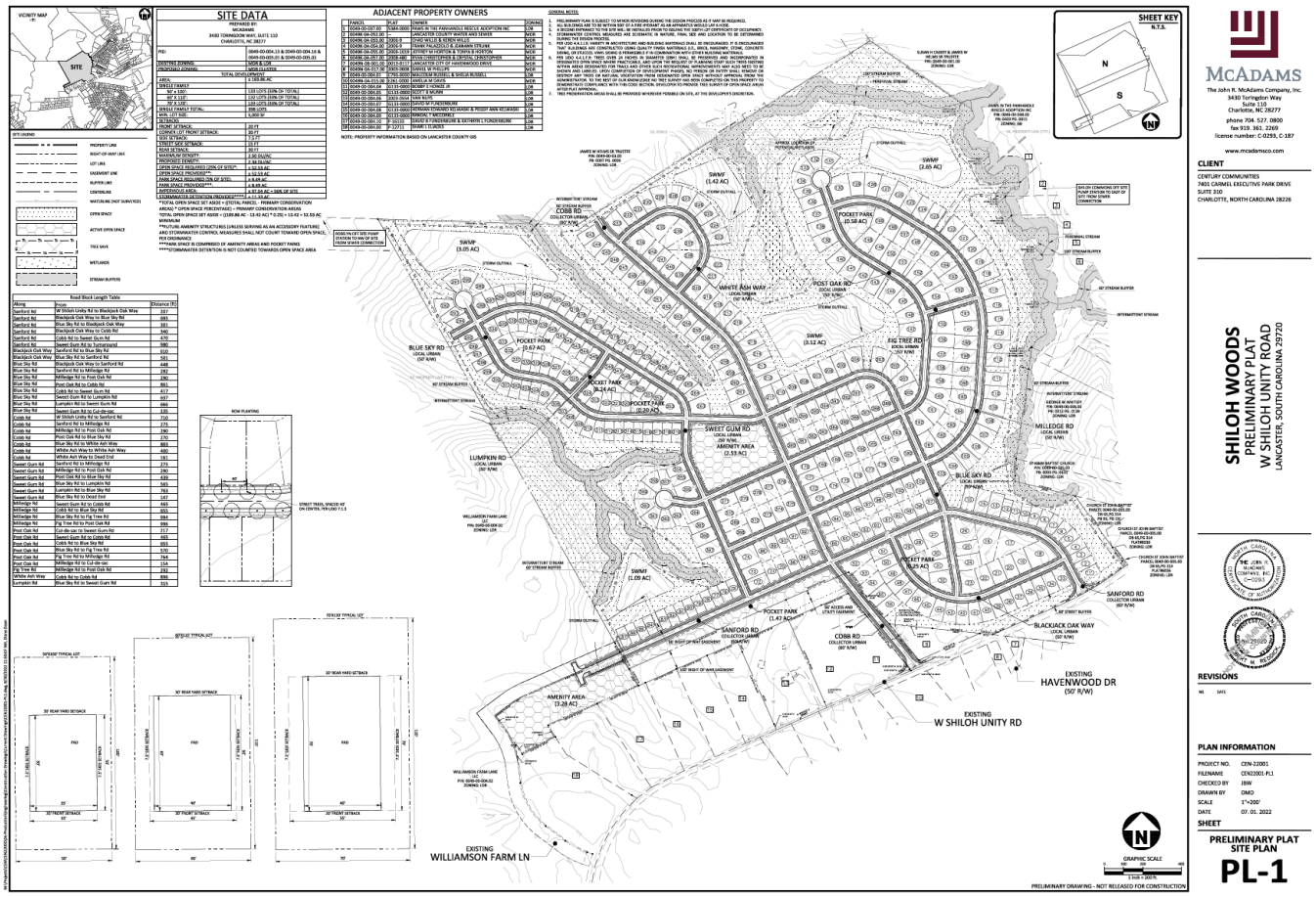


Exhibit C

Development Schedule

Years	Residential
1	133 units
2	133 units
3	132 units
Total	398 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 398 residential units.

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Exhibit D

Required Information

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

(Z) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) _____and (ii) _____are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

conditions, terms or restrictions. See Section 3.04I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.* See Section 2.01(A).

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

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

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

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

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

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

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

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

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

(S) *a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council*

if the developer is able to demonstrate and establish that there is good cause to modify those dates. See Sections 1.07 and 5.02.

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-1822 zoning properties subject to the Development Agreement to Cluster Subdivision Overly Medium Density Residential (CSO MDR) District attached hereto as Exhibit-1.
2. Ordinance No. 2022-_____, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2022-_____

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022- ____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[**The UDO, updated to the effective date of the Ordinance 2022- _____, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

Exhibit E-5

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

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-0735 CLREF III Acquisitions aka Nisbet
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:
The development proposal consists of rezoning 780.4 acre acres RN to MDR District with the Cluster Subdivision Overlay. The 780.4 -acre development parcel would be developed with 1,019 single-family residential units and an overall density of 1.3 dwelling units per acre.

Points to Consider:
Zoning Districts
Pursuant to UDO Chapter 2.3, the current **RN District** *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling units per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*
The proposed **MDR District** *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*
The proposed **Cluster Subdivision Overlay** *is an alternative to traditional subdivision design, with the principle purpose being to encourage open space and conservation in Medium Density Residential District. Site planning technique concentrates buildings and structures to the most buildable areas, preserving the remaining area as open space for recreation and preservation of significant site features.*
Compatibility with Surrounding Area
The subject parcels are predominately surrounded by other parcels zoned RN, with some Light Industrial and a nearby PDD (Treetops). The requested MDR District is intended to maintain previously developed or approved single-family residential subdivisions, and to allow use of the Cluster Subdivision Overlay.
The subject parcels are immediately adjacent to low density residential uses. The largest of the subject parcels (0022-00-002.00) includes 151.025 acres under a conservation easement held by the Katawba Valley Land Trust. Approximately 874 acres to the north of the subject parcel are also covered by multiple conservation easements.
The subject properties are bordered to the South by the Town of Van Wyck. In the Town's Comprehensive Plan (adopted Aug. 2, 2021), they state the following as their vision for the town:

> The Town of Van Wyck is a rural community rich in history and natural resources. This authentic, rural lifestyle provides access to greenways, river trails, and parks that connect modern amenities, services, and cultural facilities. Stewards of the natural environment, the community is committed to development with sensitive site and architectural design that preserve and enhance the native landscape, farmland, and forest lands.

With the parcels within this project bordered to the north by land which cannot be developed due to existing conservation easements and to the south by the Town of Van Wyck who has indicated their desire to maintain their rural character MDR zoning and the proposed use of the Cluster Subdivision Overlay does not seem to be consistent with the character of the area.

Recommendation:
Staff recommends: **Denial** of RZ-2022-0735 an application by CLERF III Acquisitions LLC to rezone approximately 780.4 acres from Rural Neighborhood (RN) District to Medium Density Residential (MDR) District with the Cluster Subdivision Overlay (CSO);

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	10/11/2022	Planning Staff Report
Exhibit 1: Application	10/4/2022	Exhibit

Exhibit 2: Location Map	10/4/2022	Exhibit
Exhibit 3: Concept Plan	10/5/2022	Exhibit
Exhibit 4: TRC Comments	10/11/2022	Exhibit
Exhibit 5: TIA Summary	10/11/2022	Exhibit
Exhibit 6: TIA Consultant Comments	10/11/2022	Exhibit
Draft Development Agreement	10/11/2022	Agreement
Citizen's Comment Eckholm	10/11/2022	Letter
Citizen's Comment Knutson	10/11/2022	Letter
Citizen's Comment Pelletier	10/11/2022	Letter

PROPOSAL:	***RZ-2022-0735:*** Application by CLREF III Acquisitions LLC to rezone 5 parcels totaling approximately 780.40 acres from Rural Neighborhood (RN) District to Medium Density Residential (MDR) District. ***DA-2022-0735:*** Application by CLREF III Acquisitions LLC to develop 5 parcels totaling approximately 780.40 acres under the Cluster Subdivision Overlay (CSO).
PROPERTY LOCATION:	At and adjacent to 8275 Van Wyck Road, on both sides of the road (TM#: 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, 0022-00-03.01)
CURRENT ZONING:	Rural Neighborhood (RN) District
PROPOSED ZONING:	Medium Density Residential (MDR) District; Cluster Subdivision Overlay (CSO)
APPLICANT:	CLREF III Acquisitions LLC
COUNCIL DISTRICT:	District 1, Terry Graham
STATUTORY NOTICES:	Sign(s) posted 9/22/2022, both sides of Van Wyck Rd. Reposted 10/7/2022 after report of signs missing Hearing notice published 10/1-2/2022 in The Lancaster News Mailed notices 9/30/2022 Posted agenda in lobby 10/11/2022

OVERVIEW:

Site Information

The 780.4 acre site is zoned Rural Neighborhood (RN) District and located on the both sides of Van Wyck Road, at and adjacent to 8275 Van Wyck Road. The site is predominantly vacant land with 3 structures dispersed around the site.

Proposal

The development proposal consists of rezoning 780.4 acre acres RN to MDR District with the Cluster Subdivision Overlay. The 780.4 -acre development parcel would be developed with 1,019 single-family residential units and an overall density of 1.3 dwelling units per acre.

Summary of Adjacent Zoning and Uses

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RN; PDD	Large Lot Single-Family; Treetops (PDD-6)
South	Lancaster County	RN;LI	Large Lot Single-Family; Light Industrial
East	Lancaster County	RN;LI	Large Lot Single-Family; Light Industrial
West	York County/Catawba River	N/A	York County/ Catawba River

ANALYSIS & FINDINGS:

Zoning Districts

Pursuant to UDO Chapter 2.3, the current **RN District** *is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling units per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential.*

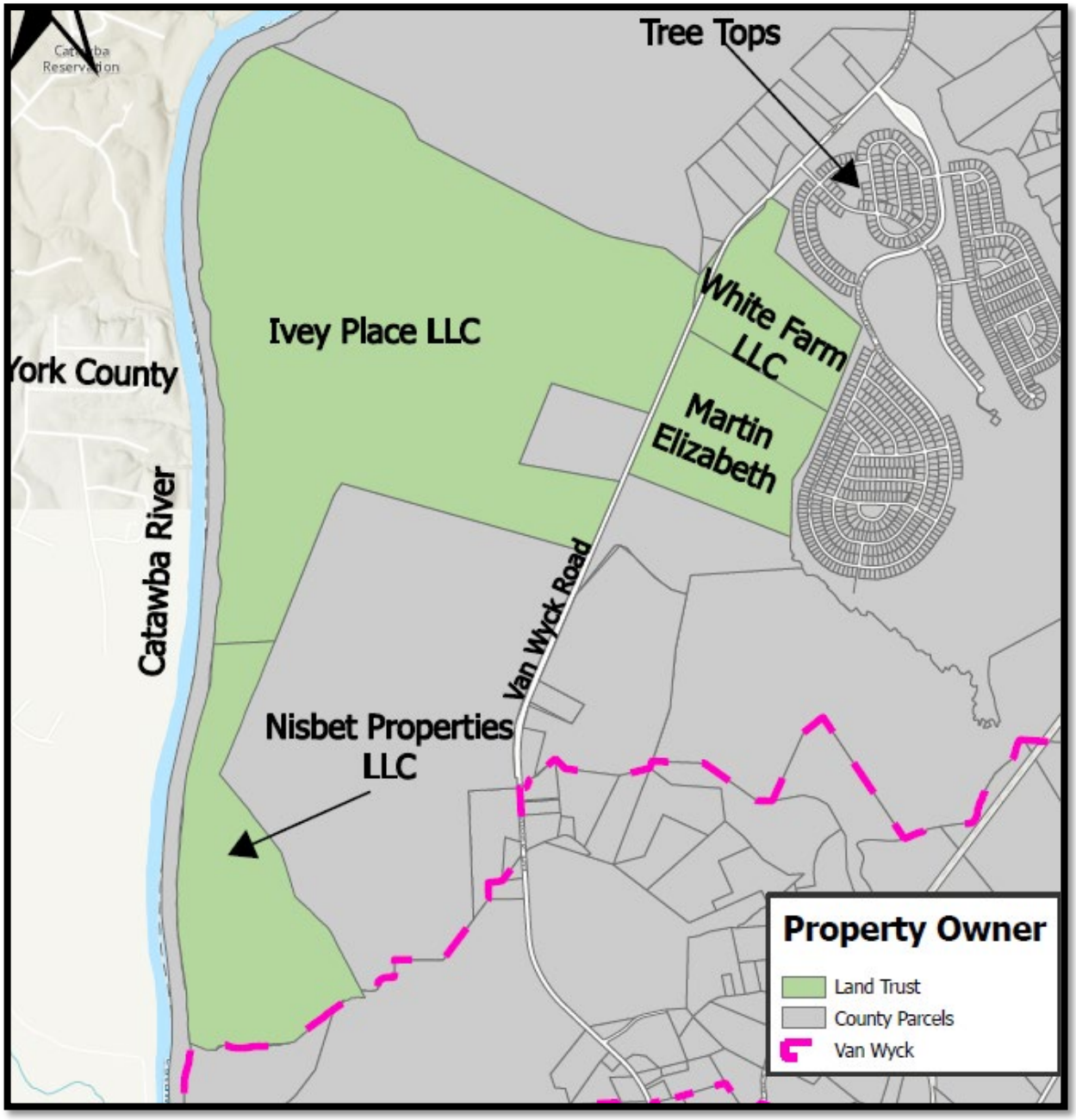
The proposed **MDR District** *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

The proposed **Cluster Subdivision Overlay** *is an alternative to traditional subdivision design, with the principle purpose being to encourage open space and conservation in Medium Density Residential District. Site planning technique concentrates buildings and structures to the most buildable areas, preserving the remaining area as open space for recreation and preservation of significant site features.*

Compatibility with Surrounding Area

The subject parcels are predominately surrounded by other parcels zoned RN, with some Light Industrial and a nearby PDD (Treetops). The requested MDR District is intended to maintain previously developed or approved single-family residential subdivisions, and to allow use of the Cluster Subdivision Overlay.

The subject parcels are immediately adjacent to low density residential uses. The largest of the subject parcels (0022-00-002.00) includes 151.025 acres under a conservation easement held by the Katawba Valley Land Trust. Approximately 874 acres to the north of the subject parcel are also covered by multiple conservation easements. These easements restrict the future development of the parcels depicted in green in the map below.



The subject properties are bordered to the South by the Town of Van Wyck. In the Town's Comprehensive Plan (adopted Aug. 2, 2021), they state the following as their vision for the town:

> The Town of Van Wyck is a rural community rich in history and natural resources. This authentic, rural lifestyle provides access to greenways, river trails, and parks that connect modern amenities, services, and cultural facilities. Stewards of the natural environment, the community is committed to development with sensitive site and architectural design that preserve and enhance the native landscape, farmland, and forest lands.

With the parcels within this project bordered to the north by land which cannot be developed due to existing conservation easements and to the south by the Town of Van Wyck who has indicated their desire to maintain their rural character MDR zoning and the proposed use of the Cluster Subdivision Overlay does not seem to be consistent with the character of the area.

Consistency with County Comprehensive Plan.

The County's adopted Comprehensive Plan establishes the Future Land Use Category of the subject parcels to be Rural Living, which corresponds to the Community Type of Rural Living.

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

The Comprehensive Plan further establishes several possible land use considerations (see table below) representing typical development in this category.

Rural Living: Land Use Considerations		
Farmland	Livestock	Natural Area
Single-Family Detached Housing	Mobile Homes	Light Industrial
Churches	Hardware Store	Restaurant

Consistency with Town of Van Wyck Comprehensive Plan.

The Town of Van Wyck, which borders the subject properties to the south, adopted a Comprehensive Plan on August 2nd, 2021. While the subject parcels are not within the township at this time they are included within the Town's Future Land Use plan. It is not uncommon to see towns include neighboring parcels in their future land use plans.

The Town's adopted Comprehensive Plan establishes the Future Land Use Category of the subject parcels as "Farmland Preservation" for those parcels on the West side of Van Wyck Road and "Rural Conservation" for those on the east side of Van Wyck Road.

The Town's plan defines "Farmland Preservation" as: generally outside of growth areas without major public infrastructure and primarily includes agricultural land with some very low density residential uses. Some compact development may be considered only when viable agricultural and sensitive natural areas are undisturbed and low density residential character is maintained.

"Rural Conservation" is defined as: generally includes large tracts of property with rural living and compact, small-scale rural residential areas designed as conservation subdivisions that provide an abundance of connected open spaces, intact forest lands, and protected sensitive natural areas.

TIA Findings:

Intersections studied:

- US 521 and Van Wyck Road/Faith Presbyterian Church Driveway
- Rock Hill Highway (SC 5) and Steel Hill Road
- US 521 and Steel Hill Road 4. W Rebound Road and Van Wyck Road
- Rock Hill Highway (SC 5) and Rebound Road/Riverside Road
- US 521 and W Rebound Road/ E Rebound Road
- Van Wyck Road and Steel Hill Road
- Van Wyck Road and Ivy Place Farm's Vendor Entrance/Access 1
- Van Wyck Road and Accesses 2/3
- Van Wyck Road and Access 4
- Van Wyck Road and Access 5

Estimated Generation	
AM	PM
621	888

Proposed Improvements:

The TIA submitted by the applicant recommends:

US 521 and Van Wyck Road

- Construction of an additional northbound through lane with 725 feet of storage and additional northbound receiving lane along US 521. Based on SCDOT guidelines, the receiving lane must extend 1,000 feet north of the intersection prior to dropping or merging.
- Changing the northbound left-turn movement from protected to permissive phasing if allowable.

Rock Hill Highway (SC 5) and Steel Hill Road

Cost sharing with the planned Catawba Council of Governments (COG) project towards the following improvements:

- Reconfiguration of the Steel Hill Road (westbound) approach to consist of a free-flow right turn lane along Steel Hill Road and a left-turn lane with 50 feet of storage. This requires a northbound acceleration lane of 900 feet as well.
- Construction of a southbound left-turn lane along SC 5 with 575 feet of storage.

Rock Hill Highway (SC 5) and Riverside Road/W Rebound Road

Cost sharing with the planned Catawba COG intersection and Riverchase Estates development projects towards the following improvements:

- Installation of a traffic signal if/when warrants are met upon or prior to full build-out of the development.
- Construction of a southbound left-turn lane along SC 5 with 150 feet of storage.

US 521 and W Rebound Road/E Rebound Road

- Construction of an eastbound right-turn lane along W Rebound Road with 125 feet of storage.

Van Wyck Road and Steel Hill Road

- Installation of all-way stop-control if/when warrants are met upon or prior to full build-out of the development.

Van Wyck Road and Access 1

- Construction of Access 1 to include a single ingress lane, a single egress lane, and a 60-foot internal protected stem (IPS) with stop control.
- Construction of a southbound left-turn lane with 150 feet of storage.

Van Wyck Road and Access 2/Access 3

- Construction of Access 2 to include a single ingress lane, a single egress lane, and an 85-foot IPS with stop control.
- Construction of Access 3 to include a single ingress lane, a single egress lane, and a 70-foot IPS with stop control.
- Construction of a southbound right-turn lane with 100 feet of storage.
- Construction of northbound and southbound left-turn lanes with 150 feet of storage.

Van Wyck Road and Access 4

- Construction of Access 4 to include a single ingress lane, a single egress lane, and a 60-foot IPS with stop control.
- Construction of a southbound left-turn lane with 150 feet of storage.

Van Wyck Road and Access 5

- Construction of Access 5 to include a single ingress lane, a single egress lane, and a 105-foot IPS with stop control.
- Construction of a southbound right-turn lane with 100 feet of storage.
- Construction of a northbound left-turn lane with 150 feet of storage.

Third-Party Review:

The County requires a third-party review for all incoming Traffic Impact Analysis (see Attachment 5). The following were recommendations noted in the third-party review:

- Verify sight distance for all access points.
- Mitigation for US 521 at Van Wyck Road needs to be looked at for whether negating the additional lane on NB US 521 due to tapers or extend to Jim Wilson Road as a right turn lane drop instead of tapering where numerous driveways are located. This improvement is used to allow more green time for the predicted heavy left turn movement off Van Wyck Road.
- Conduct All-Way Stop Control analysis for Van Wyck Road at Steel Hill Road and implement.
- Consider left turn lane for Ivy Place since the recommendation for left turn lane for Access 1 across form it. This will eliminate confusion for motorist meeting offset trying to make left turns at the same time – safety issue.
- Consider extending the left turn lanes between Access 2 and 4 to eliminate tapers and hourglass effect (create 3-lane section between the access points on Van Wyck Road).
- Need to verify partnership with Catawba COG over improvements at SC 5 and Steel Hill Road and at SC 5 and Riverside/Rebound Road.

DEVELOPMENT AGREEMENT

Unified Development Ordinance (UDO) Section 9.2.18.A.2, Development Agreements (DA) are required for all land development projects that seek to develop under the Cluster Subdivision Overlay.

The applicant submitted the proposed Development Agreement enclosed with this staff report. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and TIA.

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on November 14, 2022 (first reading of the ordinance).

COMMUNITY MEETING:

At the time of publication of this report no community meeting has taken place (10-10-2022).

PHOTOS OF PROJECT AREA:

Sun City
Tree Tops
Town of Van Wyck
5
75

STAFF RECOMMENDATION:

Staff recommends:

(1) **Denial** of RZ-2022-0735 an application by CLERF III Acquisitions LLC to rezone approximately 780.4 acres from Rural Neighborhood (RN) District to Medium Density Residential (MDR) District with the Cluster Subdivision Overlay (CSO);

(2) **Denial** of DA-2022-0735 an application by CLERF III Acquisitions LLC to develop approximately 780.4 acres under the Cluster Subdivision Overlay (CSO).

All pursuant to the following findings of fact:

Findings of Fact:

1. That the subject property consists of 780.4 acres of land generally located on both sides of Van Wyck Road, at and adjacent to #8275 (TM# 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, and 0022-00-003.01) ;
2. That the subject property is zoned Rural Neighborhood (RN) District;
3. That 780-4-acres are proposed to be rezoned Medium Density Residential (MDR) District;
4. That, should this rezoning and development agreement be approved, the 780.4 acre property would be developed with 1,019 Single Family homes developed under the Cluster Subdivision Overlay.
5. That the County's Comprehensive Plan establishes a Future Land Use of Rural Living;
6. That properties to the north of this project are bound by Conservation Easements held by the Katawba Valley Land Trust;
7. That properties to the south of this project are within the Town of Van Wyck.

ATTACHMENTS:

1. Application
2. Location Map/ Zoning Map
3. Sketch Plan/Proposed Plat
4. TRC Comments
5. Traffic Impact Analysis
6. Traffic Impact Analysis: Consultant Review
7. Development Agreement

STAFF CONTACT:

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

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

Included Tax Parcel IDs:
0022-00-002.00
0022-00-002.02
0022-00-002.03
0022-00-003.00
0022-00-003.01

GENERAL INFORMATION

Property Address Van Wyck Road

City Indian Land State SC Zip 29707 Tax Parcel ID See Above

Current Zoning RN Current Use Limited Residential/Mostly Vacant

Proposed Zoning MDR - CSO Total Acres 780.4+/-

Project Description Property owners request rezoning to MDR CSO to provide flexibility in the development of the property (create different lot sizes, product types and price points) given the size of the land parcels and provide for development that would allow the project to bear the burden of cost in bringing public water and sewer to the site.

Surrounding Property Description Property is bounded by the Catawba River to the West, The Ivey Place and Treetops to the North, vacant land to the East, and limited residential to the South.

CONTACT INFORMATION

Applicant Name CLREF III Acquisitions, LLC

Address 10006 N. Dale Mabry Highway, Suite 201

City Tampa State FL Zip 33618 Phone 704.619.6354

Fax N/A Email scisciani@landeavor.com

Property Owner Name Nisbet Properties, LLC

Address 8308 Van Wyck Road

City Lancaster State SC Zip 29720 Phone 704-534-2379

Fax N/A Email CaroHewett@gmail.com

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

_____ 08/19/2022

Applicant | CLREF III Acquisitions, LLC Date

(See Separate Property Owner Authorization Form(s)) _____

Property Owner(s) | Nisbet Properties, LLC Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

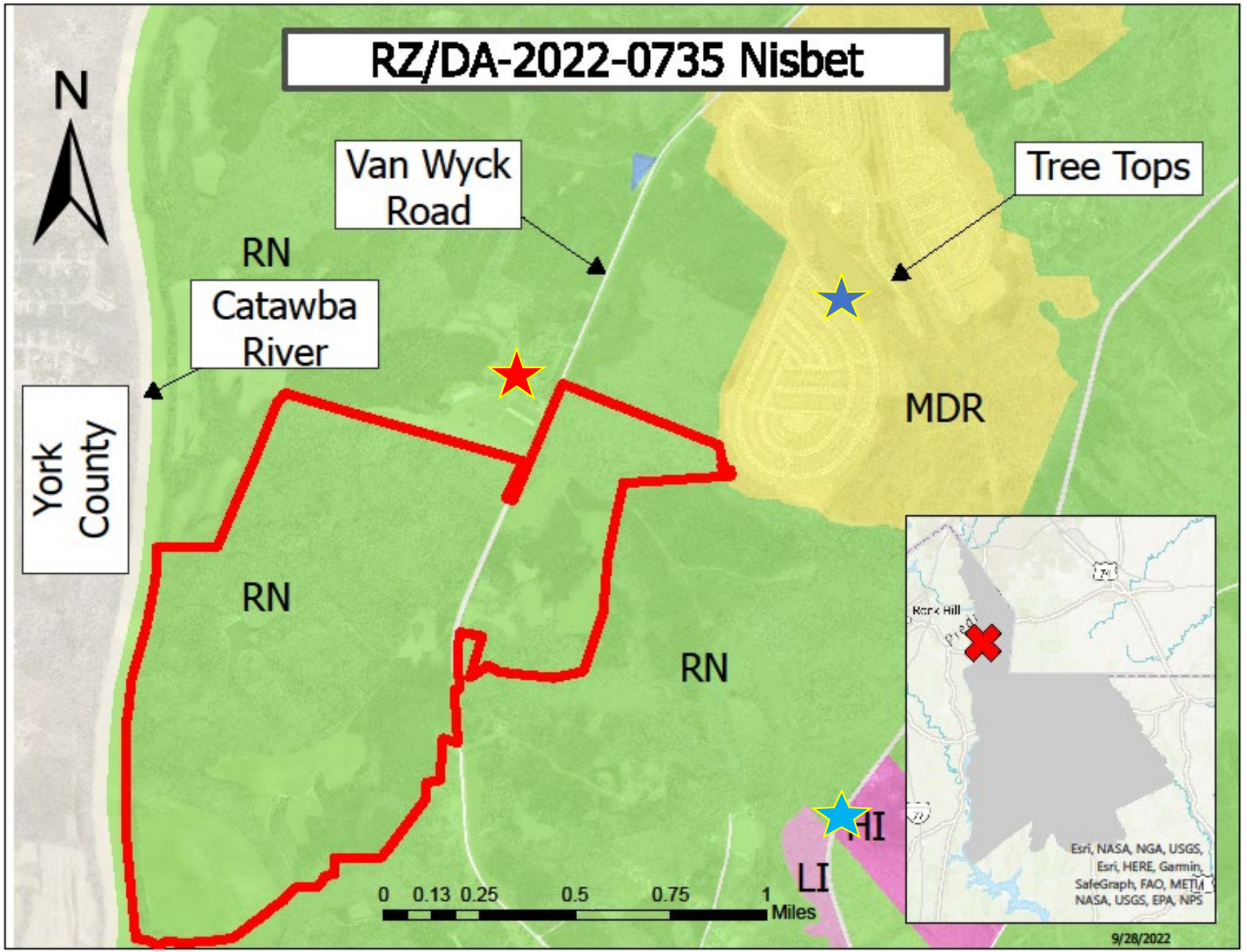
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

2. **Planning Commission**

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

3. **County Council**

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



Lancaster County
South Carolina

Proposal:
Request to rezone from RN to MDR

Legend:

- Subject Property
- Treetops
- The Ivy Place
- Dyno Nobel

OPEN SPACE PROJECTIONS:

TO = [(TP - PC) OSP] + PC

TO (TOTAL OPEN SPACE SET ASIDE) = 262.42 AC (462.55 AC PROJECTED)
TP (TOTAL PARCEL) = 780.40 AC
PC (PRIMARY CONSERVATION AREAS) = 89.77 AC
OSP (OPEN SPACE PERCENTAGE) = 25% (54% PROJECTED)

TO = [(780.40 AC - 89.77 AC) X 25%] + 89.77 AC = 262.42 AC (MIN. REQUIRED)

PC = RIPARIAN BUFFERS + AREA IN FLOODPLAIN = 82.35 AC + 7.42 AC = 89.77 AC

OPEN SPACE = CONSERVATION EASEMENT + RIPARIAN BUFFERS + AREA IN FLOODPLAIN + COMMON OPEN SPACE - (AMENITY CENTER + STORMWATER PONDS)
= 151.02 AC + 82.35 AC + 7.42 AC + 244.13 AC - (1.50 AC + 20.87 AC)
= 462.55 AC (APPROXIMATE AMOUNT TO BE PROVIDED)

OPEN SPACE % PROVIDED = (OPEN SPACE - PRIMARY CONSERVATION AREAS) / (TOTAL PARCEL - PRIMARY CONSERVATION AREAS)
= (462.55 AC - 89.77 AC) / (780.40 AC - 89.77 AC)
= 54% (APROXIMATE PERCENTAGE OF OPEN SPACE PROVIDED)

LEGEND:

	70′ LOT	330 LOTS
	60′ LOT	346 LOTS
	50′ LOT	343 LOTS
	TOTAL LOTS:	~1019

NISBET | MASTER CONCEPT PLAN-MDR CLUSTER

NOT TO SCALE

AUGUST 2022

URBAN DESIGN PARTNERS

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

August 25, 2022

Brandon Pridemore
R. Joe Harris & Associates, Inc.
127 Ben Casey Drive
Fort Mill, SC 29708

Project Number	20220735
Project Name	Nisbet
Location	Van Wyck Road
Stage	Sketch Plan
Parcel(s)	0022-00-002.00 and 0022-00-00
Status	Not Approved

Dear: Brandon Pridemore

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed in your next plan stage.

Sincerely,

Sincerely,

Chanda Kirkland

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

Plan Review Comments

Building - Darin Robinson - (803) 416-9399
drobinson@lancastersc.net

Conditional

Review Comments:

- Required Building information to follow upon further Civil review stage and construction submittal for all building structures to include any existing and their intended use/occupancy classification for Oliver's lodge & Fish Camp and new structures to include: Kayak launch, Community house, Farmers market, Pool house & swimming pool (All structures to comply with 2018 IBC and all I-series codes)

- Required proper Accessible parking with access aisles at all Building structures
- Accessible route to be provided to all elements on site, with proper grade slopes
- Accessible curb ramps or blended transitions at building entrances from parking and any pedestrian crossings
- Required Accessibility at all outdoor paly fields and courts per 2017 ICC ANSI 117.1

- Further detailed review upon next stage Civil/site plan submittal

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

Conditional

Review Comments:

General Comments:
1. The preliminary nature of this plan does not provide adequate detail to formally comment, but the following are items of note from the information given.
2. Permits from the Army Corp of Engineers will be necessary for any stream crossings and/or filling in the stream buffer or delineated wetlands or wetland buffer areas for this project. This can be a lengthy process.
3. This site has many has topographical challenges which must be overcome by careful engineering and quality construction practices.
4. The LCWSD will need to provide a capability and capacity letter for water and sewer services for the final proposal prior to a grading permit being issued.
5. A Traffic Impact Analysis will be needed for this project to determine offsite roadway improvements will be required as a result of increased traffic volumes due to this project. The TIA will be reviewed by Lancaster County's third-party Traffic Engineering firm at the expense of the developer. The TIA is in progress.
6. What is the plan for access and parking for the amenity areas: Community House, Farmer's Market, Garden, Kayak Launch, Play Fields, Oliver's Lodge and Fish Camp, Pool, etc.?

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

Not Approved

Review Comments:

1. This is a sketch plan review only. A more detailed review will be done at civil drawings.
2. Kayak Launch and Oliver's Lodge and Fish Camp do not have a fire apparatus access road. All buildings will need a fire apparatus access road that allows fire department access to within 150 feet of all sides of the building.
3. All buildings need to be within 500 feet of a fire hydrant measured as an apparatus would lay hose.

Planning - Ashley Davis - 803-416-9433
adavis@lancastersc.net

Not Approved

Review Comments:

Be Advised:
-There is an ordinance which may alter or remove the Cluster Subdivision Overlay which will be presented to County Council in September with a recommendation for an approval from Planning Commission.
- Do you have a general timeframe for how long it would take to gain sewer service to the site? If you have not already please review LCWSD policy amendment from March, 2021

(https://www.lcwasd.org/sites/default/files/uploads/m-developer.policy.amendment.3.9.21.pdf)
- While not shown at this stage it is important to keep in mind that utility and stormwater easements may not be located within the buildable area of lots and must be primarily in common open space areas.

General:
- Because this plan is not to scale it is unclear if this project is feasible as shown,
- A TIA will be required for this project
- This project will be subject to the Parks and Recreation, School, Sheriff, EMS/ Fire Impact Fees
- A development agreement will be required
- A rezoning will be required for the parcel to pursue this arrangement
- Provide sheet or separate exhibit demonstrating links and nodes as well as the connectivity index calculations
- Without pages showing the square footage of each lot we cannot confirm that all lots meet the minimum 5,000 sq ft lot area
- A block length table must be submitted and ensure all roads meet minimum block length and do not exceed maximum block length
- Clarify the location of your “Park Space” within “Open Space” Area
- Pursuant to UDO section 6.4.1.C “A pedestrian/bicycle accessway shall be required near the center and entirely across any block in excess of 800 feet in length where deemed essential by the Administrator to provide adequate access to any school, shopping center, church, park, or transportation facility (such as a greenway, sidewalk, or bike lane). Such connections shall be owned and maintained by an approved homeowner’s association.”
- Pursuant to UDO section 6.4.1.D “In general, streets with one end permanently closed shall be avoided unless the design of the subdivision and the existing or proposed street system in the surrounding area clearly indicates that a through street is not essential at the location of the proposed cul-de-sac.”
- Should a cul-de-sac be necessary it shall not exceed 800 feet, measured from the point of street centerline intersection to the center point of the cul-de-sac, and serve no more than 20 lots. (6.4.1.D.1)
- Relabel “sewer pump station” to more accurately explain the site. Our understanding is that this will not be an average pump station but that it will also include a holding pond area.

Cluster:
- Confirm that stormwater ponds and the amenity center were not included in the open space calculation was not provided. (4.4.1.F)
- Pursuant to UDO Section 4.4.1.F.6; Pedestrians shall have access to open spaces. Pedestrian access to a number of areas contributing to open space requirements is limited.
- Pursuant to UDO section 4.4.1.F.9; Trees over 24 inches in diameter (DBH) shall be preserved and incorporated in designated open space where practicable, and upon the request of planning staff such trees existing within areas designated for trails and other such recreational improvements may also need to be shown and labeled. Upon completion of development phases, no person or entity shall remove or destroy any trees or natural vegetation from designated open space without approval from the Administrator.
- Pursuant to UDO section 4.4.1.I. 4; open space shall be located on a site in such a manner so that view sheds from existing public right-of-way are not obstructed, but are enhanced by the open space; the lot configuration currently proposed generally blocks a majority of the open space throughout the development from view.
- Pursuant to UDO section 4.4.1.I.6; Sidewalk is required on both sides of arterial and collector streets both internal and external to the project.
- Pursuant to UDO section 4.4.1.I.9; Variety in architecture and building materials shall be encouraged within a cluster subdivision. It is encouraged that buildings are constructed using quality finish materials (i.e., brick, masonry, stone, concrete siding, or stucco). Vinyl siding is permissible if in combination with other building materials. A note acknowledging the material requirements will need to be on the plan which is attached as an exhibit to the DA

Advisory Comments:

General Advisory Comments:
- Town limits for the Town of Van Wyck border this property immediately to the south. Therefore, this property was included in the Town’s recently adopted Comprehensive Plan and was designated with a Future Land Use of “Farmland Preservation”.
- Generally, it is the County’s understanding that the Town of Van Wyck does not wish to have any newly created lots which are smaller than one acre in size within the town limits in an effort to preserve their rural character.
- Parcels directly to the north both on the east and west sides of Van Wyck Road have Conservation Easements dedicated to the Katawba Valley Land Trust in place which prohibit the future development of those parcels contributing to the ongoing rural nature of this area.
- Pursuant to the comments above, Staff does not feel the character of this development is in keeping with the current and future surroundings of this parcel.

- Should development occur on this site, larger lots (preferably served by sewer given proximity to the river) would be more cohesive with the surrounding area.

Plan Advisory Comments:
- There appear to be some cul-de-sacs which could be easily connected to the nearest trail system. Making those connections may help the overall flow of the project.
- We recommend relocating amenities towards the main entrance to the site to better activate that area and create a stronger sense of place.
- More clearly define public access to the river by possibly a parking area at trail heads.
- We recommend coordinating with the Catawba Riverkeeper Foundation.

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

Review Comments:

During the Civil review process the following will need to be submitted/finalized:
1. Please submit a list of road names to be considered for this subdivision. They will need to be compared to roads names within Lancaster County along with surrounding counties. They can not be similar in sound or spelling for 911 purposes.
2. A CAD file, in the State Plane Coordinate System of 1983, needs to be submitted to parcelmaps@lancastersc.net and addresser@lanc911.com. Please send in a version around 2010 and no 3D.
3. Please advise the name you want the subdivision to be titled. It will be compared with others within Lancaster County.

LC Water & Sewer District - James Hawthorne - (803) 285-6919 **Not Approved**
james.hawthorne@lcwasd.org

Review Comments:

A utility layout for this development needs to be provided to illustrate how this project will be served with public water and sewer.
Engineer to ensure the property does not "landlock" sewer access from adjacent parcels, once a utility layout is produced.

SCDOT - David Gamble - (803) 385-4280 **No Review Done**
GambleDD@scdot.org

Review Comments:

A review for compliance with the SCDOT ARMS manual will be conducted when the SCDOT permit is applied for.

Impact Fee - Chanda Kirkland - 803-416-9390 **Conditional**
ckirkland@lancastersc.net

Review Comments:

This project is located in the Van Wyck Fire District and Indian Land School, the following impact fees apply:

Single Family Home Detached impact fee is $2,109.00 and $8,899 per dwelling unit.

Fees will be collected at the time of building permit issuance. Should you wish to arrange prepayment that can be coordinated after you receive final plat approval. This is only an estimate and not an invoice for payment. Fees increase July 1 of every year.

If you have any questions or would like further information on the Impact fees you can contact me.

1.0 Executive Summary

The purpose of this Traffic Impact Analysis (TIA) is to review vehicular traffic impacts as a result of the proposed Nisbet Development. The primary objectives of the study are:

- To estimate trip generation and distribution for the proposed development.
- To perform intersection capacity analyses for the identified study area.
- To determine the potential traffic impacts of the proposed development.
- To develop recommendations for needed roadway and operational improvements to accommodate the proposed development's traffic impacts.

The proposed site is located along both sides of Van Wyck Road south of Tree Tops in Lancaster County, South Carolina. As currently envisioned, the proposed development consists of 1,025 single family homes expected to be built-out in 2031. Based on the current site plan, access to the site is proposed via five full movement access points along Van Wyck Road.

Per the Lancaster County Unified Development Ordinance (UDO) Section 6.8, the impact of the development was analyzed for the year after the development is expected to be at full occupancy. Therefore, this TIA evaluates the traffic operations under 2022 existing conditions, 2032 background conditions (without the proposed development), and 2032 build-out conditions (with the proposed development) during the AM and PM peak hours. Through coordination with Lancaster County and South Carolina Department of Transportation (SCDOT) staff, the following study intersections are included:

1. US 521 and Van Wyck Road/Faith Presbyterian Church Driveway
2. Rock Hill Highway (SC 5) and Steel Hill Road
3. US 521 and Steel Hill Road
4. W Rebound Road and Van Wyck Road
5. Rock Hill Highway (SC 5) and Rebound Road/Riverside Road
6. US 521 and W Rebound Road/ E Rebound Road
7. Van Wyck Road and Steel Hill Road
8. Van Wyck Road and Ivy Place Farm's Vendor Entrance/Access 1
9. Van Wyck Road and Accesses 2/3
10. Van Wyck Road and Access 4
11. Van Wyck Road and Access 5

For purposes of this study, US 521, Rock Hill Highway, and Van Wyck Road are referenced as north/south with the exception of Van Wyck Road at its intersection with US 521; while all other roads are referenced as east/west.

Kimley-Horn was retained to determine the potential traffic impacts of this development (in accordance with the traffic study guidelines in the *SCDOT Access and Roadside Management Standards (ARMS) Manual* and the Lancaster County UDO Section 6.8), and to identify transportation improvements that may be required to accommodate these impacts. Based on the analyses contained herein, the following improvements are recommended as developer mitigation:

US 521 and Van Wyck Road

- Construction of an additional northbound through lane with 725 feet of storage and additional northbound receiving lane along US 521. Based on SCDOT guidelines, the receiving lane must extend 1,000 feet north of the intersection prior to dropping or merging.
- Changing the northbound left-turn movement from protected to permissive phasing if allowable.

Rock Hill Highway (SC 5) and Steel Hill Road

Cost sharing with the planned Catawba Council of Governments (COG) project towards the following improvements:

- Reconfiguration of the Steel Hill Road (westbound) approach to consist of a free-flow right-turn lane along Steel Hill Road and a left-turn lane with 50 feet of storage. This requires a northbound acceleration lane of 900 feet as well.
- Construction of a southbound left-turn lane along SC 5 with 575 feet of storage.

Rock Hill Highway (SC 5) and Riverside Road/W Rebound Road

Cost sharing with the planned Catawba COG intersection and Riverchase Estates development projects towards the following improvements:

- Installation of a traffic signal if/when warrants are met upon or prior to full build-out of the development.
- Construction of a southbound left-turn lane along SC 5 with 150 feet of storage.

US 521 and W Rebound Road/E Rebound Road

- Construction of an eastbound right-turn lane along W Rebound Road with 125 feet of storage.

Van Wyck Road and Steel Hill Road

- Installation of all-way stop-control if/when warrants are met upon or prior to full build-out of the development.

Van Wyck Road and Access 1

- Construction of Access 1 to include a single ingress lane, a single egress lane, and a 60-foot internal protected stem (IPS) with stop control.
- Construction of a southbound left-turn lane with 150 feet of storage.

Van Wyck Road and Access 2/Access 3

- Construction of Access 2 to include a single ingress lane, a single egress lane, and an 85-foot IPS with stop control.
- Construction of Access 3 to include a single ingress lane, a single egress lane, and a 70-foot IPS with stop control.
- Construction of a southbound right-turn lane with 100 feet of storage.
- Construction of northbound and southbound left-turn lanes with 150 feet of storage.

Van Wyck Road and Access 4

- Construction of Access 4 to include a single ingress lane, a single egress lane, and a 60-foot IPS with stop control.
- Construction of a southbound left-turn lane with 150 feet of storage.

Van Wyck Road and Access 5

- Construction of Access 5 to include a single ingress lane, a single egress lane, and a 105-foot IPS with stop control.
- Construction of a southbound right-turn lane with 100 feet of storage.
- Construction of a northbound left-turn lane with 150 feet of storage.

The transportation improvements for the study intersections are subject to approval by SCDOT and Lancaster County. All additions and attachments to State and County roadway system shall be properly permitted, designed, and constructed in conformance to standards maintained by the agencies.

1. Overview of Traffic Impact Analysis (TIA) Report

Kimley Horn submitted a traffic impact analysis report for single family housing development that will access Van Wyck Road south of Tree Tops subdivision. Amy Massey is the Engineer on Record (EOR) for producing the detailed traffic study. Seven intersections were analyzed for impacts – US 521 at Van Wyck Road/Faith Presbyterian Driveway, US 521 at Steel Hill Road, US 521 at W. Rebound Road/E. Rebound Road, Rock Hill Highway (SC 5) at Steel Hill Road, Rock Hill Road (SC 5) at Rebound Road/Riverside Road, Van Wyck Road at W. Rebound Road, Van Wyck Road at Steel Hill Road. Also, five access point locations were reviewed on Van Wyck Road for the development on the east and west side of the road. The overall report contained a good breakdown of volumes and distribution among all study locations. The analysis period for build out included the proposed year of 2031 plus one year for a 2032 modeling period. There were some unacceptable levels of services for certain movements at intersections and the report showed mitigation for all mentioned in the report.

2. Items of Interest in the TIA Report

The TIA document was redlined with marks highlighting interest items below (pages noted below reflect pdf pages and not report pages):

- Page 5– US 521 at Van Wyck Road recommends auxiliary lane on US 521 northbound to improve LOS at the intersection to allow additional movement for US 521 to take away green time from this movement to add time to the predicated heavy left turn from Van Wyck Road.
- Page 6 – Van Wyck Road at Steel Hill Road – suggest All -Way Stop Control – would recommend performing warrant analysis and install prior to development build out. Might be justified based on sight distance issues.
- Page 25 – US 521 at Van Wyck Road – construction of 300’ SB left turn lane on US 521 – might consider extending to the additional lane on US 521 that tapers about 1200’ north of this intersection to accommodate the heavy right turn movement and prevent a merging taper and a deceleration taper.
- Page 29 – US 521 at Steel Hill – Steel Hill and Niven would need to eventually line up on US 521 for future improvements especially for a traffic signal.
- Page 34 – Van Wyck Road at Steel Hill Road – Verify All-Way Stop Warrants and install – might be based on sight distance issues.
- Page 35 – Van Wyck Road at Access 1/Ivy Place – Verify Sight distance and would mirror construction of left turn lane into Ivy Place for safety and consistency in roadway geometry.
- Page 36 – Van Wyck Road at Access 2 & 3 - verify sight distance.
- Page 37 – Van Wyck Road at Access 4 – verify sight distance (could be issues with horizontal curve on Van Wyck Road); consider extending left turn bay up to Access 2 left turn lane (three lane section) to prevent hourglass effect on Van Wyck Road where there will be a short tangent section on Van Wyck Road between the two tapers.
- Page 38 – Van Wyck Road at Access 5 – verify sight distance

3. Checklist Comments

Attached is a TIA checklist that reviews all submitted information for proper TIA submittal. The analysis period did reflect UDO 6.8.2 D for analysis year after development which would be 2032 (Build plus 1 year). The TIA did not review driveway sight distance (usually covered under site plan permitting).

4. Recommendations

1. **Verify sight distance for all access points.**
2. **Mitigation for US 521 at Van Wyck Road needs to be looked at for whether negating the additional lane on NB US 521 due to tapers or extend to Jim Wilson Road as a right turn lane drop instead of tapering where numerous driveways are located. This improvement is used to allow more green time for the predicted heavy left turn movement off Van Wyck Road.**
3. **Conduct All-Way Stop Control analysis for Van Wyck Road at Steel Hill Road and implement.**
4. **Consider left turn lane for Ivy Place since the recommendation for left turn lane for Access 1 across form it. This will eliminate confusion for motorist meeting offset trying to make left turns at the same time – safety issue.**
5. **Consider extending the left turn lanes between Access 2 and 4 to eliminate tapers and hourglass effect (create 3-lane section between the access points on Van Wyck Road).**
6. **Need to verify partnership with Catawba COG over improvements at SC 5 and Steel Hill Road and at SC 5 and Riverside/Rebound Road.**

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between **CLREF III ACQUISITION, LLC**, a Delaware limited liability company ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 780.4 acres, more or less, located in the County and known as the Nesbit development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel Nos. 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00 and 0022-00-003.01 comprising the Property, be rezoned from Rural Neighborhood (RN) to Medium Density Residential District (MDR);

WHEREAS, Developer intends to submit an application to the County requesting that the Property be developed under the Cluster Subdivision Overlay District provisions for the MDR District;

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

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

development and construction; and (3) that the development rights will be vested for the duration of this Agreement;

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means _____2022.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020, and further updated by adoption of the Southern Panhandle Small Area plan by Ordinance No. 2021-1704 on February 8, 2021 and by adoption of the Small Area Plan Extension by Ordinance No. 2021-1758 on September 13, 2021.

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

(5) "County Council" means the governing body of the County.

(6) "Developer" means CLREF III Acquisition, LLC a Delaware limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(8) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force as of the Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-5 attached hereto and incorporated herein by reference.

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

(10) "Ordinance No. 2022-_____" means Ordinance No. 2022-_____ of the County, zoning Tax Parcel Nos. 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00 and 0022-00-003.01 comprising the Property, to Regional Business (RB) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022-_____" means Ordinance No. 2022-_____ of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

(13) "Property" means the land, and any improvements thereon, described in Section 1.04.

(14) "UDO" means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-4.

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

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

Section 1.04. Property. This Agreement applies to five (5) parcels of land identified as Tax Map Nos. 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00 and 0022-00-003.01, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (survey), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property is currently zoned Rural Neighborhood District (RN) and is anticipated to be rezoned Medium Density Residential (MDR) pursuant to Ordinance No. 2022-_____.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property with up to 1,019 single family lots as set forth in Exhibit B (as used in this Agreement, Exhibit B shall include sub Exhibit B-1).

Section 1.07. Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held

responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

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

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

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

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates fifteen (15) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2022-_____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2022-_____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately 654 acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, including the Master Development Plan described in Section 1.06(B), the UDO, and the other Laws and Land Development Regulations. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-5 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- _____, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development

standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

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

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

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

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E5, except as expressly provided otherwise in this Agreement.

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

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

Section 4.01B. Payment for School District. On September 13, 2021, the County adopted Ordinance No. 2021-1761 establishing development impact fees for public school facilities ("School Impact Fees"), which impact fees were implemented as of January 1, 2022 and shall apply to the Property. County and Developer agree that no additional school funds are required pursuant to this Agreement because the School Impact Fees already address the impact that the development of the property will have on the public school facilities.

Section 4.01C. Funds for Public Safety. On July 21, 2021, the County adopted Ordinances establishing development impact fees for facility improvements for Fire (Ordinance No. 2021-1722), Emergency Medical Services (Ordinance No. 2021-1723), Sheriff (Ordinance No. 2021-1724) and Parks and Recreation (Ordinance No. 2021-1725) (collectively, the "County

Public Safety Impact Fees"), which impact fees were implemented as of October 1, 2021 and shall apply to the Property. County and Developer agree that no additional public safety funds are required pursuant to this Agreement because the County Public Safety Impact Fees already address the impact that the development of the property will have on the public safety facilities.

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively "Developer Fees") shall be the amount of School Impact Fees and County Public Safety Impact fees effective as of the date of payment.

Section 4.01E. Future Impact Fees. Developer's right set forth herein are vested and thus Developer shall not be subject to any future impact fees or costs imposed by the County.

Section 4.01F. Solid Waste Fees. Developer agrees that County must be paid Five Hundred Dollars ($500.00) per housing unit which shall be paid when a building permit is issued (the "Solid Waste Fund Payment"). Upon receipt of the Solid Waste Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Solid Waste Fund Payment must be used for solid waste services in Lancaster County. The determination of the specific use of the Solid Waste Fund Payment is at the discretion of County Council.

Section 4.01G. Library Fees. Developer agrees that County must be paid Two Hundred Fifty Dollars ($250.00) per housing unit which shall be paid when a building permit is issued (the "Library Fund Payment"). Upon receipt of the Library Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Library Fund Payment must be used for library services in Lancaster County. The determination of the specific use of the Library Fund Payment is at the discretion of County Council.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than March 1, 2023, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

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

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

Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

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

(E) Fire Services. The Property is in the Van Wyck Fire Rescue service area and fire services will be provided by the Charlotte Rd / Van Wyck Voluntary Fire Department, or its successor entities. Developer acknowledges that the Charlotte Rd / Van Wyck Voluntary Fire Department provides services using volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: CLREF III Acquisitions, LLC
Attn: Mike Scisciani
10006 N. Dale Mabry Hwy, Ste 201
Tampa, FL 33618

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

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (*i*) that this Agreement is in full force and effect, (*ii*) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (*iii*) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (*iv*) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., December 31, 2023, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

_____

_____

DEVELOPER:

CLREF III Acquisition, LLC,
A Delaware limited liability corporation

By:_____
Name: _____
Title: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER_)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Lancaster County, by Steve Harper, its Chair, County Council, and Billy Mosteller, its Secretary, County Council personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ___day of _____ 2022.

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

Exhibit A

PROPERTY DESCRIPTION.

Parcel 1 – Tax Parcel No. 0022-00-002.00

All that piece, parcel or tract of land containing 602.5 acres, lying, being and situate in Lancaster County, South Carolina, located near the Town of Van Wyck on the waters of the Catawba River, being bounded on the West by the waters of Catawba River, North by Tract #1 on plat hereinafter referred to, East by lands formerly of William Oliver Nisbet, lands formerly of Julian M. Yoder, Tract #3 of said plat and lands formerly of Robert T. Yoder, and on the South by Creek, and being shown and described as Tract #2 on plat of survey entitled Map of Property of Dr. J.D. Nisbet "Ivy-Johnson" Tract made by W.C. White, RLS, on September 5, 1962 and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 13 at page 41.

Tax Map No.: 022-00-002.00

Derivation: Deed from William Oliver Nisbet, Jr., John Edwin Nisbet, and Caroline Nisbet Hewett a/k/a Carolina Walker Nisbet, successor Trustees under that certain Irrevocable Trust between W. Oliver Nisbet, as grantor, and C.K. Connelly, Thomas W. Thomas and D. Lindsay Pettus, as trustees, dated July 11, 1984, to William Oliver Nisbet, Jr., John Edwin Nisbet, Edward Q. Nisbet, C. Lee Nisbet and Caroline Nisbet Hewett dated October 23, 1998 and recorded 11/30, 1998 at Book 38, Page 334, in the Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 2 – Tax Parcel No. 0022-00-002.02

"All that piece, parcel or tract of land containing 53 acres, lying and being situate near the Town of Van Wyck, State and County aforesaid, being bounded on the West by Tracts Number One (1) and Two (2) on plat hereinafter referred to, North by Tract Number Four (4), East by Branch and South by other lands of Nisbet and being shown and described as Tract Number Five (5) on plat of survey entitled "Map of Property of Dr. J. D. Nisbet 'Ivey-Johnson' Tract" made by W. C. White, RLS, on September 5, 1962, and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 13, at Page 41."

Being the identical property conveyed to Grantor herein by deed recorded in the Office of the Clerk of Court for Lancaster County in Deed Book B-6, at Page 777.

Parcel 3– Tax Parcel No. 0022-00-002.03

"All that piece, parcel or tract of land containing 23.3 acres, lying and being situate in the State and County aforesaid, located near the Town of Van Wyck on thewakers of the Catawba River, bounded on the West and North by Tract Number Two (2) on plat hereinafter referred to, East and South by Yoder Lands, and being shown and described as Tract Number Three (3) on plat of survey entitled'Map of Property of Dr. J. D. Nisbet Estate 'Ivey-Johnson' Tract'made by W. C. White, RLS, on September 5, 1962, and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 13, at Page 41."

Being the identical property conveyed to Grantor herein by deed recorded in the Office of the Clerk of Court for Lancaster County in Deed Book A-6, at Page 877.

Parcel 4– Tax Parcel No. 0022-00-003.00

All that certain piece, parcel, or lot of land, lying, being and situate in the County of Lancaster, State of South Carolina and being shown and designated as that certain tract of land containing 4.405 acres upon plat entitled "Plat of Property of John Nisbet" prepared by William C. White, PLS dated November 3, 2006 and recorded in the office of the Clerk of Court for Lancaster County, SC in Plat Book 2006 at Page 869, which plat is incorporated herein by reference to said plat will more fully appear.

DERIVATION: This being the identical property conveyed to Emily Virginia Nisbet (one-half undivided) and Daniel Oliver Nisbet (one-half undivided) by Deed of Distribution dated September 9, 2009 and recorded September 22, 2009 in Deed Book 532 at Page 288 in the office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 5– Tax Parcel No. 0022-00-003.01

All that piece, parcel or tract of land, lying, being and situate in Indian Land Township, County of Lancaster, State of South Carolina about two miles North of Van Wyck, on the north west side of Twelve Mile Creek and on the east side of the River Road leading from Six Mile Church and containing One Hundred Forty-nine acres, more or less. The metes and bounds of said tract being recorded in the Office of the Clerk of Court for Lancaster County in Deed Book D, page 82, as follows: BEGINNING at a sycamore North West of Twelve Mile Creek, thence N 27 W, 26.90 to stone; thence S 43 ¾ W, 5.08 to stone; thence S 26 ¾ W, 13.50 to P.O., thence S 88 W, 3.15 to stone; thence N 61 W 12.40 to pine stump; thence S 87 ½ W, 10.85 to stone; thence N 18 E, 11.00 to stone; thence N 63 E, 14.40 to stake and stone, thence N 11 E, 7.00 to stake and stone; thence N 13 ¾, 4.43 to stake and stone on Porter Road; thence along said road N 71 ½ W 3.50; N 61 ½ W, 3.10; N 38 W, 1.50; N 57 W, 2.90; N 40 W, 1.85; N 30 W, 2.38 to pine " 3XNME Rd.; thence N 73 ¾ W to pine NME of Charlotte Road; thence along said road S 20 W, 2.15; S 44 ½ W, 8.50; S 32 ½ W, 7.50; S 21 ½, 13.50; S 23 ¾ W, 9.60; to stake NME of road; thence S 66 ¾ E, 6.65 to stone, thence S 21 ½ W, 9.57 to stake on drain, thence along said drain and spring branch N 78 E, 1.65; N 63 E, 1.80; N 47 E, 5.00; S 45 E, 3.40; S 83 E, 11.25; N 50 E, 2.00; S 63 E, 3.25; N 82 E, 11.70; S 55 E, 5.40; thence S 8 E, 6.50; S 50 E, 5.10, S 40 E, 6.00; S 59 E, 6.00, N 87 E, 3.25; N 54 E, 11.00; S 82, 1.50; N 67 E, 2.00; N 14 E, 2.80; N 55 E, 1.10; S 40 E, 4.15 to beginning corner.

TAX MAP NO. : 022-00-003.00

DERIVATION: Deed from Strauss W. Nisbet to W. Oliver Nisbet and Ida Q. Nisbet dated January 2, 1950 and recorded January 5, 1950 in Deed Book A-4, at page 391 in the Office of the Clerk of Court for Lancaster County, South Carolina and Deed from W. Oliver Nisbet to Ida Q. Nisbet dated March 27, 1974 and recorded in Deed Book B-6, at page 2956 in the Office of the Clerk of Court for Lancaster County, South Carolina. See also Deed of Distribution from Probate File No. 95ES2900149, dated October 23, 1998 and recorded 11/20, 1998 in Deed Book 28, at page 334 in the Office of the Clerk of Court for Lancaster County, South Carolina.

LESS AND EXCEPTING FROM THE ABOVE DESCRIBED TRACT:

All that piece, parcel or tract of land situate, lying and being in the County of Lancaster, State of South Carolina, and being described as follows: Beginning at a point in the center of Twelve Mile Creek; thence North 29° 43 33 West for 1775.55 feet to an iron set by stone; thence South 52° 09 48 West for 344.78 feet to a stone; thence South 29° 14 52 East for 898.82 feet to a posted Oak; thence North 89° 11 30 West for 209.38 feet to a stone; thence North 54° 50 35 West for 862.87 feet to an iron set by a pine stump; thence North 88° 10 09 West for 711.63 feet to an iron set; thence South 23° 49 50 West for 86.03 feet to the centerline of a branch and thence following the centerline of that branch in a Southeasterly direction to the junction of said branch with Twelve Mile Creek; thence in a Northerly direction along the centerline of Twelve Mile Creek to the point of beginning. Being the identical property shown as Tract A and Tract B

containing 48.246 acres and being the identical property shown on Plat recorded as Plat Number 3097 as found in the Office of the Clerk of Court for Lancaster County.

DERIVATION: Deed from Ida Q. Nisbet to Ashe Brick Company dated September 1, 1977 and recorded September 1, 1977 in Deed Book C-6, at page 4626 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Exhibit A-2

Survey

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Medium Density Residential (MDR) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district. Further, the Property will be developed under the Cluster Subdivision Overlay provisions of the UDO.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2022 prepared by Kimley-Horn and Associates, Inc.
      ii. South Carolina Department of Transportation and the County have not accepted the TIA or made comments at this time. Developer will work with South Carolina Department of Transportation and the County to resolve any comments or changes to the TIA.
      iii. **US 521 and Van Wyck Road**
         a. Construction of an additional northbound through lane with 725 feet of storage and additional northbound receiving lane along US 521. Based on SCDOT guidelines, the receiving lane must extend 1,000 feet north of the intersection prior to dropping or merging.
         b. Changing the northbound left-turn movement from protected to permissive phasing if allowable.
      iv. **Rock Hill Highway (SC 5) and Steel Hill Road**
         - Cost sharing with the planned Catawba Council of Governments (COG) project towards the following improvements:

a. Reconfiguration of the Steel Hill Road (westbound) approach to consist of a free-flow right-turn lane along Steel Hill Road and a left-turn lane with 50 feet of storage. This requires a northbound acceleration lane of 900 feet as well.
b. Construction of a southbound left-turn lane along SC 5 with 575 feet of storage and appropriate taper.

v. **Rock Hill Highway (SC 5) and Riverside Road/W Rebound Road**

- Cost sharing with the planned Catawba COG intersection and Riverside development projects towards the following improvements:

a. Installation of a traffic signal if/when warrants are met upon or prior to full build-out of the development.
b. Construction of a southbound left-turn lane along SC 5 with 150 feet of storage.

vi. **US 521 and W Rebound Road/E Rebound Road**

a. Construction of an eastbound right-turn lane along W Rebound Road with 125 feet of storage.

vii. **Van Wyck Road and Steel Hill Road**

a. Installation of all-way stop-control if/when warrants are met upon or prior to full build-out of the development.

viii. Because of the size and phasing of this Development along with development of nearby properties, Developer will seek cost-sharing from other developments as set forth in the TIA, depending upon development schedules.

b. Onsite Improvements:

i. South Carolina Department of Transportation and the County have not accepted the TIA or made comments at this time. Developer will work with South Carolina Department of Transportation and the County to resolve any comments or changes to the TIA. Developer is prepared to make the suggested onsite improvements identified within the TIA.

ii. Van Wyck Road and Access 1

a. Construction of Access 1 to include a single ingress lane, a single egress lane, and a 60-foot internal protected stem (IPS) with stop control.
b. Construction of a southbound left-turn lane with 150 feet of storage.

iii. **Van Wyck Road and Access 2/Access 3**

a. Construction of Access 2 to include a single ingress lane, a single egress lane, and an 85-foot IPS with stop control.
b. Construction of Access 3 to include a single ingress lane, a single egress lane, and a 70-foot IPS with stop control**.**
c. Construction of a southbound right-turn lane with 100 feet of storage.

d. Construction of northbound and southbound left-turn lanes with 150 feet of storage.

iv. **Van Wyck Road and Access 4**

a. Construction of Access 4 to include a single ingress lane, a single egress lane, and a 60-foot IPS with stop control.
b. Construction of a southbound left-turn lane with 150 feet of storage.

v. **Van Wyck Road and Access 5**

a. Construction of Access 5 to include a single ingress lane, a single egress lane, and a 105-foot IPS with stop control.
b. Construction of a southbound right-turn lane with 100 feet of storage.
c. Construction of a northbound left-turn lane with 150 feet of storage.

vi. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.

c. *Phasing:* Traffic improvements may be phased with the various phases of Development of the Property consistent with the needs and impacts as set forth in the TIA and associated TIA addenda.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a regional pump station and forcemain on the Property to connect to serve the Property, which pump station and forcemain will be dedicated to the Lancaster County Water and Sewer District.

Modification of Development Program: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review

and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	200 units
4	200 units
5	200 units
6	200 units
7	200 units
8	19 units
Total	1019 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 1,025 residential units.

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Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) Nisbet Properties, LLC, (ii) Edward Quintard Nisbet, (iii) Clarkson Lee Nesbit, and (iv) Emily Virginia Nisbet are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-_____ zoning properties subject to the Development Agreement to Regional Business (RB) District attached hereto as Exhibit-1.
2. Ordinance No. 2022-_____, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2022-_____

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022-_____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[The UDO, updated to the effective date of the Ordinance 2022-_____, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-5

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

Citizen Comment

Lancaster County

Submitted On:
Oct 10, 2022, 10:14PM EDT

Agenda Item for Discussion:	Nisbit concept plan
Meeting Date:	October 18, 2022 06:00 PM
Full Name	**First Name:** Dawn **Last Name:** Eckholm
Phone Number	7049755114
Email	mrs_eck2001@hotmail.com
Address:	3254 Oliver Stanley trail Tree Tops Lancaster, SC 29720
Citizen Comment - Regarding Agenda Item:	Oppose this development due to infrastructure and not keeping with the farm easements. Van Wyck cannot handle the extra traffic. Van Wyck fire department cannot handle the extra population.

Citizen Comment

Lancaster County

Submitted On:
Oct 11, 2022, 10:59AM EDT

Agenda Item for Discussion:	Proposed 1,000 home development on Van Wyck RD.
Meeting Date:	November 10, 2022 10:51 AM
Full Name	**First Name:** Russ **Last Name:** Knutson
Phone Number	2628535568
Email	rknutson1954@gmail.com
Address:	1939 Tranquility Blvd., Lancaster, SC 29720
Citizen Comment - Regarding Agenda Item:	I am opposed to this development, Van Wyck RD cannot handle the traffic from 1,000 homes.

From:	Linda Pelletier
To:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes; Rox Burhans; Jennifer Bryan
Cc:	Maggie Norris; sean corcoran
Subject:	Nisbet Property development
Date:	Tuesday, October 11, 2022 1:54:28 PM

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—IT Helpdesk, support.lancastercountysc.net

To Whom It May Concern,
Van Wyck is a special oasis in which to live, and we work very hard together to keep that from changing. Allowing a development of the proposed size and density would irrevocably change the fabric of our small community, and not for the better.

- The developer should be required to abide by Van Wyck density regulations of one house per acre and/or conservation development standards to keep the area in harmony with the community surrounding it. Due to its proximity and effect on the town of Van Wyck, the Town should be intimately involved with the planning and construction standards.

- Berms and other permanent sound buffers should be installed between the development and the surrounding farms, particularly The Ivy Place, which is an important regional event venue and historical property.

- The development will necessitate the construction of sidewalks on our major arteries for the safe passage of our citizens who walk through. The developer should install the sidewalks on Steele Hill from Van Wyck Rd. to Old Hickory Rd.

- Road improvements or alterations should be made concurrent with the construction of the development, due to the obvious impending danger involved for everyone and the time required to build them.

    - Stoplight at 521 and Steele Hill Rd.

    - Stoplight at Steele Hill Rd and Hwy. 5.

    - Stoplight or, at the very least, 4-way stop at Steele Hill and Van Wyck Rd.

    - Turn lanes for the development on Van Wyck Rd.

    - Truck traffic should somehow be limited through town. These are our homes and children play in their yards. A constant barrage of construction trucks is noisy and dangerous for our residents, both young and old.

- ALL construction traffic should be REQUIRED to access the development

from Hwy. 521, using Van Wyck Rd.

• Final approval for this development, once adapted to the area, should be contingent upon the developer accepting the financial burden of any and all road alterations, berms, sidewalks, and stoplights - in short, any changes to our town that would be required to maintain our standard of living and lifestyle.

Thank you for your attention and time. I implore you to not rezone this property, nor approve this development in its current form, but require *at the very least* that the plans be adapted to fit in a rural neighborhood setting.

Linda M. Pelletier

5085 Old Hickory Road, Van Wyck, SC

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"It is easier to build strong children than to repair broken men." Frederick Douglass
"There can be no keener revelation of a society's soul than the way in which it treats its children." Nelson Mandela

Agenda Item Summary

Ordinance # / Resolution #: DA-2022-0735 CLREF III Acquisitions aka Nisbet
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:
Development Agreement by CLREF III Acquisitions LLC for 5 parcels totaling approximately 780.40 acres located at and adjacent to 8275 Van Wyck Road (TM#: 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00, 0022-00-03.01) for a 1,019-lot single-family residential cluster subdivision.

Points to Consider:
See joint packet with RZ-2022-0735.

Recommendation:
Staff recommends: **Denial** of DA-2022-0735 an application by CLERF III Acquisitions LLC to develop approximately 780.4 acres under the Cluster Subdivision Overlay (CSO).

ATTACHMENTS:

Description	Upload Date	Type
Draft Development Agreement	10/11/2022	Agreement

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between **CLREF III ACQUISITION, LLC**, a Delaware limited liability company ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 780.4 acres, more or less, located in the County and known as the Nesbit development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel Nos. 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00 and 0022-00-003.01 comprising the Property, be rezoned from Rural Neighborhood (RN) to Medium Density Residential District (MDR);

WHEREAS, Developer intends to submit an application to the County requesting that the Property be developed under the Cluster Subdivision Overlay District provisions for the MDR District;

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

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

development and construction; and (3) that the development rights will be vested for the duration of this Agreement;

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means _____2022.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020, and further updated by adoption of the Southern Panhandle Small Area plan by Ordinance No. 2021-1704 on February 8, 2021 and by adoption of the Small Area Plan Extension by Ordinance No. 2021-1758 on September 13, 2021.

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

(5) "County Council" means the governing body of the County.

(6) "Developer" means CLREF III Acquisition, LLC a Delaware limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(8) "Laws and Land Development Regulations" means the County's current applicable rules and regulations governing development of real property in force as of the Agreement Date, including the UDO as amended through the Agreement Date, as evidenced by Exhibits E and E-1 through E-5 attached hereto and incorporated herein by reference.

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

(10) "Ordinance No. 2022-_____" means Ordinance No. 2022-_____ of the County, zoning Tax Parcel Nos. 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00 and 0022-00-003.01 comprising the Property, to Regional Business (RB) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022-_____" means Ordinance No. 2022-_____ of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

(13) "Property" means the land, and any improvements thereon, described in Section 1.04.

(14) "UDO" means the Lancaster County Unified Development Ordinance adopted by the County Council of Lancaster County, as amended through the Agreement Date, a copy of which is attached hereto as Exhibit E-4.

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

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

Section 1.04. Property. This Agreement applies to five (5) parcels of land identified as Tax Map Nos. 0022-00-002.00, 0022-00-002.02, 0022-00-002.03, 0022-00-003.00 and 0022-00-003.01, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (survey), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property is currently zoned Rural Neighborhood District (RN) and is anticipated to be rezoned Medium Density Residential (MDR) pursuant to Ordinance No. 2022-_____.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property with up to 1,019 single family lots as set forth in Exhibit B (as used in this Agreement, Exhibit B shall include sub Exhibit B-1).

Section 1.07. Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held

responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

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

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

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

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates fifteen (15) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2022-_____ in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2022-_____ that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately 654 acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, including the Master Development Plan described in Section 1.06(B), the UDO, and the other Laws and Land Development Regulations. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-5 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- _____, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development

standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

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

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

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

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E5, except as expressly provided otherwise in this Agreement.

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

Section 4.01. Purpose of Article. The Parties understand and agree that Development of the Property imposes certain burdens and costs on the County, including those for certain services and infrastructure improvements. Eventually, *ad valorem* taxes collected from the property may meet or exceed the burdens and costs placed upon the County, but certain initial costs and capital expenditures are now required that are not to be funded by any increase in taxes paid by existing residents of the County. The purpose of this article is to identify the matters agreed upon to be provided by the Developer to mitigate such burdens and costs.

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

Section 4.01B. Payment for School District. On September 13, 2021, the County adopted Ordinance No. 2021-1761 establishing development impact fees for public school facilities ("School Impact Fees"), which impact fees were implemented as of January 1, 2022 and shall apply to the Property. County and Developer agree that no additional school funds are required pursuant to this Agreement because the School Impact Fees already address the impact that the development of the property will have on the public school facilities.

Section 4.01C. Funds for Public Safety. On July 21, 2021, the County adopted Ordinances establishing development impact fees for facility improvements for Fire (Ordinance No. 2021-1722), Emergency Medical Services (Ordinance No. 2021-1723), Sheriff (Ordinance No. 2021-1724) and Parks and Recreation (Ordinance No. 2021-1725) (collectively, the "County

Public Safety Impact Fees"), which impact fees were implemented as of October 1, 2021 and shall apply to the Property. County and Developer agree that no additional public safety funds are required pursuant to this Agreement because the County Public Safety Impact Fees already address the impact that the development of the property will have on the public safety facilities.

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively "Developer Fees") shall be the amount of School Impact Fees and County Public Safety Impact fees effective as of the date of payment.

Section 4.01E. Future Impact Fees. Developer's right set forth herein are vested and thus Developer shall not be subject to any future impact fees or costs imposed by the County.

Section 4.01F. Solid Waste Fees. Developer agrees that County must be paid Five Hundred Dollars ($500.00) per housing unit which shall be paid when a building permit is issued (the "Solid Waste Fund Payment"). Upon receipt of the Solid Waste Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Solid Waste Fund Payment must be used for solid waste services in Lancaster County. The determination of the specific use of the Solid Waste Fund Payment is at the discretion of County Council.

Section 4.01G. Library Fees. Developer agrees that County must be paid Two Hundred Fifty Dollars ($250.00) per housing unit which shall be paid when a building permit is issued (the "Library Fund Payment"). Upon receipt of the Library Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Library Fund Payment must be used for library services in Lancaster County. The determination of the specific use of the Library Fund Payment is at the discretion of County Council.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than March 1, 2023, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

(A) Roads. (1)(a) Developer is responsible for the construction and costs of all roads, whether for public or private use, within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation related to the development of the Property. All roads must be constructed in accordance with the County's road standards. The road improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development. Developer is also responsible for maintenance of all roads that are not public roads. Pursuant to Ordinance 2014-1299, Developer acknowledges that County will only accept as public roads those roads constructed in full compliance with the UDO and providing connectivity to the county road system or serving as a necessary component for the proper development of the county road system. County will not accept the roads within the Property into the County road system for any other purpose, including, but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

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

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

Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

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

(E) Fire Services. The Property is in the Van Wyck Fire Rescue service area and fire services will be provided by the Charlotte Rd / Van Wyck Voluntary Fire Department, or its successor entities. Developer acknowledges that the Charlotte Rd / Van Wyck Voluntary Fire Department provides services using volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: CLREF III Acquisitions, LLC
Attn: Mike Scisciani
10006 N. Dale Mabry Hwy, Ste 201
Tampa, FL 33618

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

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

Section 5.10. Estoppel Certificate. Any of the Parties may, at any time, and from time to time, deliver written notice to the other party requesting the party to certify in writing (*i*) that this Agreement is in full force and effect, (*ii*) that this Agreement has not been amended or modified, or if so amended, identifying the amendments, and (*iii*) whether, to the knowledge of the party, the requesting party is in default or claimed default in the performance of its obligation under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and (*iv*) whether, to the knowledge of the party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., December 31, 2023, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

_____

_____

DEVELOPER:

CLREF III Acquisition, LLC,
A Delaware limited liability corporation

By:_____
Name: _____
Title: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER_)

I, _____, a Notary Public for the State of South Carolina, do hereby certify that Lancaster County, by Steve Harper, its Chair, County Council, and Billy Mosteller, its Secretary, County Council personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal this ___day of _____ 2022.

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

Exhibit A

PROPERTY DESCRIPTION.

Parcel 1 – Tax Parcel No. 0022-00-002.00

All that piece, parcel or tract of land containing 602.5 acres, lying, being and situate in Lancaster County, South Carolina, located near the Town of Van Wyck on the waters of the Catawba River, being bounded on the West by the waters of Catawba River, North by Tract #1 on plat hereinafter referred to, East by lands formerly of William Oliver Nisbet, lands formerly of Julian M. Yoder, Tract #3 of said plat and lands formerly of Robert T. Yoder, and on the South by Creek, and being shown and described as Tract #2 on plat of survey entitled Map of Property of Dr. J.D. Nisbet "Ivy-Johnson" Tract made by W.C. White, RLS, on September 5, 1962 and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 13 at page 41.

Tax Map No.: 022-00-002.00

Derivation: Deed from William Oliver Nisbet, Jr., John Edwin Nisbet, and Caroline Nisbet Hewett a/k/a Carolina Walker Nisbet, successor Trustees under that certain Irrevocable Trust between W. Oliver Nisbet, as grantor, and C.K. Connelly, Thomas W. Thomas and D. Lindsay Pettus, as trustees, dated July 11, 1984, to William Oliver Nisbet, Jr., John Edwin Nisbet, Edward Q. Nisbet, C. Lee Nisbet and Caroline Nisbet Hewett dated October 23, 1998 and recorded 11/30, 1998 at Book 38, Page 334, in the Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 2 – Tax Parcel No. 0022-00-002.02

"All that piece, parcel or tract of land containing 53 acres, lying and being situate near the Town of Van Wyck, State and County aforesaid, being bounded on the West by Tracts Number One (1) and Two (2) on plat hereinafter referred to, North by Tract Number Four (4), East by Branch and South by other lands of Nisbet and being shown and described as Tract Number Five (5) on plat of survey entitled "Map of Property of Dr. J. D. Nisbet 'Ivey-Johnson' Tract" made by W. C. White, RLS, on September 5, 1962, and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 13, at Page 41."

Being the identical property conveyed to Grantor herein by deed recorded in the Office of the Clerk of Court for Lancaster County in Deed Book B-6, at Page 777.

Parcel 3– Tax Parcel No. 0022-00-002.03

"All that piece, parcel or tract of land containing 23.3 acres, lying and being situate in the State and County aforesaid, located near the Town of Van Wyck on thewakers of the Catawba River, bounded on the West and North by Tract Number Two (2) on plat hereinafter referred to, East and South by Yoder Lands, and being shown and described as Tract Number Three (3) on plat of survey entitled'Map of Property of Dr. J. D. Nisbet Estate 'Ivey-Johnson' Tract'made by W. C. White, RLS, on September 5, 1962, and recorded in the Office of the Clerk of Court for Lancaster County in Plat Book 13, at Page 41."

Being the identical property conveyed to Grantor herein by deed recorded in the Office of the Clerk of Court for Lancaster County in Deed Book A-6, at Page 877.

Parcel 4– Tax Parcel No. 0022-00-003.00

All that certain piece, parcel, or lot of land, lying, being and situate in the County of Lancaster, State of South Carolina and being shown and designated as that certain tract of land containing 4.405 acres upon plat entitled "Plat of Property of John Nisbet" prepared by William C. White, PLS dated November 3, 2006 and recorded in the office of the Clerk of Court for Lancaster County, SC in Plat Book 2006 at Page 869, which plat is incorporated herein by reference to said plat will more fully appear.

DERIVATION: This being the identical property conveyed to Emily Virginia Nisbet (one-half undivided) and Daniel Oliver Nisbet (one-half undivided) by Deed of Distribution dated September 9, 2009 and recorded September 22, 2009 in Deed Book 532 at Page 288 in the office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 5– Tax Parcel No. 0022-00-003.01

All that piece, parcel or tract of land, lying, being and situate in Indian Land Township, County of Lancaster, State of South Carolina about two miles North of Van Wyck, on the north west side of Twelve Mile Creek and on the east side of the River Road leading from Six Mile Church and containing One Hundred Forty-nine acres, more or less. The metes and bounds of said tract being recorded in the Office of the Clerk of Court for Lancaster County in Deed Book D, page 82, as follows: BEGINNING at a sycamore North West of Twelve Mile Creek, thence N 27 W, 26.90 to stone; thence S 43 ¾ W, 5.08 to stone; thence S 26 ¾ W, 13.50 to P.O., thence S 88 W, 3.15 to stone; thence N 61 W 12.40 to pine stump; thence S 87 ½ W, 10.85 to stone; thence N 18 E, 11.00 to stone; thence N 63 E, 14.40 to stake and stone, thence N 11 E, 7.00 to stake and stone; thence N 13 ¾, 4.43 to stake and stone on Porter Road; thence along said road N 71 ½ W 3.50; N 61 ½ W, 3.10; N 38 W, 1.50; N 57 W, 2.90; N 40 W, 1.85; N 30 W, 2.38 to pine " 3XNME Rd.; thence N 73 ¾ W to pine NME of Charlotte Road; thence along said road S 20 W, 2.15; S 44 ½ W, 8.50; S 32 ½ W, 7.50; S 21 ½, 13.50; S 23 ¾ W, 9.60; to stake NME of road; thence S 66 ¾ E, 6.65 to stone, thence S 21 ½ W, 9.57 to stake on drain, thence along said drain and spring branch N 78 E, 1.65; N 63 E, 1.80; N 47 E, 5.00; S 45 E, 3.40; S 83 E, 11.25; N 50 E, 2.00; S 63 E, 3.25; N 82 E, 11.70; S 55 E, 5.40; thence S 8 E, 6.50; S 50 E, 5.10, S 40 E, 6.00; S 59 E, 6.00, N 87 E, 3.25; N 54 E, 11.00; S 82, 1.50; N 67 E, 2.00; N 14 E, 2.80; N 55 E, 1.10; S 40 E, 4.15 to beginning corner.

TAX MAP NO. : 022-00-003.00

DERIVATION: Deed from Strauss W. Nisbet to W. Oliver Nisbet and Ida Q. Nisbet dated January 2, 1950 and recorded January 5, 1950 in Deed Book A-4, at page 391 in the Office of the Clerk of Court for Lancaster County, South Carolina and Deed from W. Oliver Nisbet to Ida Q. Nisbet dated March 27, 1974 and recorded in Deed Book B-6, at page 2956 in the Office of the Clerk of Court for Lancaster County, South Carolina. See also Deed of Distribution from Probate File No. 95ES2900149, dated October 23, 1998 and recorded 11/20, 1998 in Deed Book 28, at page 334 in the Office of the Clerk of Court for Lancaster County, South Carolina.

LESS AND EXCEPTING FROM THE ABOVE DESCRIBED TRACT:

All that piece, parcel or tract of land situate, lying and being in the County of Lancaster, State of South Carolina, and being described as follows: Beginning at a point in the center of Twelve Mile Creek; thence North 29° 43 33 West for 1775.55 feet to an iron set by stone; thence South 52° 09 48 West for 344.78 feet to a stone; thence South 29° 14 52 East for 898.82 feet to a posted Oak; thence North 89° 11 30 West for 209.38 feet to a stone; thence North 54° 50 35 West for 862.87 feet to an iron set by a pine stump; thence North 88° 10 09 West for 711.63 feet to an iron set; thence South 23° 49 50 West for 86.03 feet to the centerline of a branch and thence following the centerline of that branch in a Southeasterly direction to the junction of said branch with Twelve Mile Creek; thence in a Northerly direction along the centerline of Twelve Mile Creek to the point of beginning. Being the identical property shown as Tract A and Tract B

containing 48.246 acres and being the identical property shown on Plat recorded as Plat Number 3097 as found in the Office of the Clerk of Court for Lancaster County.

DERIVATION: Deed from Ida Q. Nisbet to Ashe Brick Company dated September 1, 1977 and recorded September 1, 1977 in Deed Book C-6, at page 4626 in the Office of the Clerk of Court for Lancaster County, South Carolina.

Exhibit A-2

Survey

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Medium Density Residential (MDR) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district. Further, the Property will be developed under the Cluster Subdivision Overlay provisions of the UDO.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2022 prepared by Kimley-Horn and Associates, Inc.
      ii. South Carolina Department of Transportation and the County have not accepted the TIA or made comments at this time. Developer will work with South Carolina Department of Transportation and the County to resolve any comments or changes to the TIA.
      iii. **US 521 and Van Wyck Road**
         a. Construction of an additional northbound through lane with 725 feet of storage and additional northbound receiving lane along US 521. Based on SCDOT guidelines, the receiving lane must extend 1,000 feet north of the intersection prior to dropping or merging.
         b. Changing the northbound left-turn movement from protected to permissive phasing if allowable.
      iv. **Rock Hill Highway (SC 5) and Steel Hill Road**
         - Cost sharing with the planned Catawba Council of Governments (COG) project towards the following improvements:

a. Reconfiguration of the Steel Hill Road (westbound) approach to consist of a free-flow right-turn lane along Steel Hill Road and a left-turn lane with 50 feet of storage. This requires a northbound acceleration lane of 900 feet as well.
b. Construction of a southbound left-turn lane along SC 5 with 575 feet of storage and appropriate taper.

v. **Rock Hill Highway (SC 5) and Riverside Road/W Rebound Road**

- Cost sharing with the planned Catawba COG intersection and Riverside development projects towards the following improvements:

a. Installation of a traffic signal if/when warrants are met upon or prior to full build-out of the development.
b. Construction of a southbound left-turn lane along SC 5 with 150 feet of storage.

vi. **US 521 and W Rebound Road/E Rebound Road**

a. Construction of an eastbound right-turn lane along W Rebound Road with 125 feet of storage.

vii. **Van Wyck Road and Steel Hill Road**

a. Installation of all-way stop-control if/when warrants are met upon or prior to full build-out of the development.

viii. Because of the size and phasing of this Development along with development of nearby properties, Developer will seek cost-sharing from other developments as set forth in the TIA, depending upon development schedules.

b. Onsite Improvements:

i. South Carolina Department of Transportation and the County have not accepted the TIA or made comments at this time. Developer will work with South Carolina Department of Transportation and the County to resolve any comments or changes to the TIA. Developer is prepared to make the suggested onsite improvements identified within the TIA.

ii. Van Wyck Road and Access 1

a. Construction of Access 1 to include a single ingress lane, a single egress lane, and a 60-foot internal protected stem (IPS) with stop control.
b. Construction of a southbound left-turn lane with 150 feet of storage.

iii. **Van Wyck Road and Access 2/Access 3**

a. Construction of Access 2 to include a single ingress lane, a single egress lane, and an 85-foot IPS with stop control.
b. Construction of Access 3 to include a single ingress lane, a single egress lane, and a 70-foot IPS with stop control**.**
c. Construction of a southbound right-turn lane with 100 feet of storage.

d. Construction of northbound and southbound left-turn lanes with 150 feet of storage.

iv. **Van Wyck Road and Access 4**

a. Construction of Access 4 to include a single ingress lane, a single egress lane, and a 60-foot IPS with stop control.
b. Construction of a southbound left-turn lane with 150 feet of storage.

v. **Van Wyck Road and Access 5**

a. Construction of Access 5 to include a single ingress lane, a single egress lane, and a 105-foot IPS with stop control.
b. Construction of a southbound right-turn lane with 100 feet of storage.
c. Construction of a northbound left-turn lane with 150 feet of storage.

vi. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.

c. *Phasing:* Traffic improvements may be phased with the various phases of Development of the Property consistent with the needs and impacts as set forth in the TIA and associated TIA addenda.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a regional pump station and forcemain on the Property to connect to serve the Property, which pump station and forcemain will be dedicated to the Lancaster County Water and Sewer District.

Modification of Development Program: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review

and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	200 units
4	200 units
5	200 units
6	200 units
7	200 units
8	19 units
Total	1019 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 1,025 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) Nisbet Properties, LLC, (ii) Edward Quintard Nisbet, (iii) Clarkson Lee Nesbit, and (iv) Emily Virginia Nisbet are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-_____ zoning properties subject to the Development Agreement to Regional Business (RB) District attached hereto as Exhibit-1.
2. Ordinance No. 2022-_____, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit E-1

Ordinance No. 2022-_____

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022-_____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[The UDO, updated to the effective date of the Ordinance 2022-_____, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-5

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

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1357 D.R. Horton aka Asbury Lane
Contact Person / Sponsor: M. Blaszyk
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:

Points to Consider:
This revised project no longer requires a Development Agreement as it no longer requests CSO. There is already a TIA on file for the earlier version of this project. (RZ-2021-0847).

The subject properties (with the exception of parcel 0007-00-022.05) comprised part of a previous unsuccessful application for rezoning and development agreement for 140.39 acres, by the same developer: RZ/DA-2021-0847 Asbury Lane. The project was seeking a rezoning from Low Density Residential (LDR) to Medium Density Residential (MDR) District; Cluster Subdivision Overlay (CSO). The overall project consisted of 283 single-family residential units and at a density of 2.02 dwelling units per acre. The project ultimately withdrew before its October 19th, 2021, Planning Commission date. (Documents were attached to the 9/21/2021 agenda, but applicant then deferred to 10/19/2021).

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	10/12/2022	Exhibit
Application	10/4/2022	Exhibit
Location Map	10/4/2022	Exhibit
Sketch Plan	10/4/2022	Exhibit
Asbury 2021 TIA Summary	10/11/2022	Exhibit
Asbury TIA Tech Review Report	10/12/2022	Exhibit

PROPOSAL:	***RZ-2022-1357:*** Application by D.R. Horton to rezone approximately 95.85 acres from Low Density Residential (LDR) District to Medium Density Residential (MDR).
PROPERTY LOCATION:	West of the intersection of Old Bailes Road and Possum Hollow Road (0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-022.05, 0007-00-023.06)
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	Medium Density Residential (MDR) District
APPLICANT:	D.R. Horton
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Sign(s) posted 9/22/2022, near Asbury Lane and on Old Bailes Rd. Hearing notice published 10/1/2022 in The Lancaster News Mailed notices 9/30/2022 Posted agenda in lobby 10/11/2022

OVERVIEW:

Site Information

The 95.85-acre site is zoned Low Density Residential (LDR) District and located on the west side of the intersection of Old Bailes Road and Possum Hollow Road. The site is predominantly vacant land with residential structures dispersed around the site predominantly located along Asbury Lane.

Subject Property History

The subject properties (with the exception of parcel 0007-00-022.05) comprised part of a previous unsuccessful application for rezoning and development agreement for 140.39 acres, 283 lots by the same developer: RZ/DA-2021-0847 Asbury Lane. The project was seeking a rezoning from Low Density Residential (LDR) to Medium Density Residential (MDR) District to support development of a Cluster Subdivision. The overall project previously consisted of 283 single-family residential units with a density of 2.02 dwelling units per acre. The applicant ultimately withdrew the applications before its October 19, 2021 Planning Commission date.

The County's Economic Development Department also previously explored the feasibility of developing the site as a business park. The project's proximity to the exiting Old Bailes Business Park and access to SC 160 and US 521 made it a desirable site for this use. The Department ultimately chose to not move forward with this concept in light of the infrastructure investment that would be needed. The Department had previously indicated that the northwestern portion of the previous rezoning subject property that is accessed off Olin Yarborough Road may still be well-suited for future industrial uses. This section of the previous rezoning proposal is not included in the current rezoning request.

Proposal

The proposal consists of rezoning 95.85 acres from LDR District to MDR District. The applicant has indicated the subject property would be developed with 196 single-family residential units, at a density of 1.98 dwelling units per acre. The proposed development would be provided access via Possum Hollow Road and Old Bailes Road. Prior to submittal of a rezoning application, the applicant had submitted a sketch plan reflecting how they could potentially develop the site (Attachment 4)

The rezoning subject property is adjacent to two existing subdivisions (Fox Ridge and Bridgemill). The following table will provide a comparison of the MDR District minimum lot sizes to typical lots in these communities.

Subdivision Name	UDOMDR Standard	Bridgemill Phase 4 (PDD)	Meadow Ridge
Lot Area min	10,000 sf	14,250 sf	46,000 sf
Lot Width	70ft width	90ft	90ft-250ft
Front Setback	30ft	20ft	70ft
Side Setback	15ft	5ft	20ft
Rear Setback	25ft	25ft	25ft

The following will provide a general summary of adjacent zoning districts and uses.

Summary of Adjacent Zoning and Uses

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; PDD	Large Lot Single-Family; Bailes Ridge Corporate Park
South	Lancaster County	LDR	Large Lot Single-Family
East	Lancaster County	LDR; PDD	Large Lot Single-Family; Bridgemill
West	Lancaster County	LDR	Large Lot Single-Family/Undeveloped

ANALYSIS & FINDINGS:

Zoning Districts

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

The proposed MDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban*

development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.

Compatibility with Surrounding Area

The subject parcels are predominately surrounded by other parcels zoned LDR, and PDD. The requested MDR District is intended to maintain previously developed or approved single-family residential subdivisions.

While the subject parcels are immediately adjacent to low density residential uses, they are near parcels zoned either Light Industrial or PDD (Bailes Ridge Corporate Park). Bailes Ridge is largely defined by light industrial uses, as well as some office uses. Staff finds the proposed rezoning to be compatible with the surrounding area.

Consistency with Comprehensive Plan.

The adopted Comprehensive Plan establishes that the Future Land Use Category of the subject parcels to be Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood.

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

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

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

A TIA was not submitted with this rezoning application; however, a TIA was prepared with the larger 2021 rezoning application that was withdrawn. The following is a brief summary of the findings from the TIA dated July 14, 2021.

TIA Findings: (see TIA submitted for Project RZ-2021-0847)

Intersections studied:

- Possum Hollow Road at Old Bailes Road,
- Possum Hollow Road at SC 160,
- Possum Hollow Road at US 521,
- Old Bailes Road at SC 160,
- Old Bailes Road at Olin Yarborough Road,
- SC 160 at Barberville Road,
- SC 160 at US 521.

Estimated Generation		
AM	PM	Weekday
210	281	2,760

Proposed Improvements:

The TIA submitted by the applicant recommends no mitigation or improvements.

Third-Party Review:

The County requires a third-party review for all incoming Traffic Impact Analysis (see Attachment 3). The following were major comments noted in the third-party review:

- No PE stamp on the report.
- Analysis period did not show a 2026 No-Build comparison to 2026 Build (Build plus 1 year).
- The TIA did not cover SCDOT's ARM compliance relating to driveway sight distance and spacing.
- No real identification of mitigation was issued for intersections with unacceptable LOS.

Public Comments:

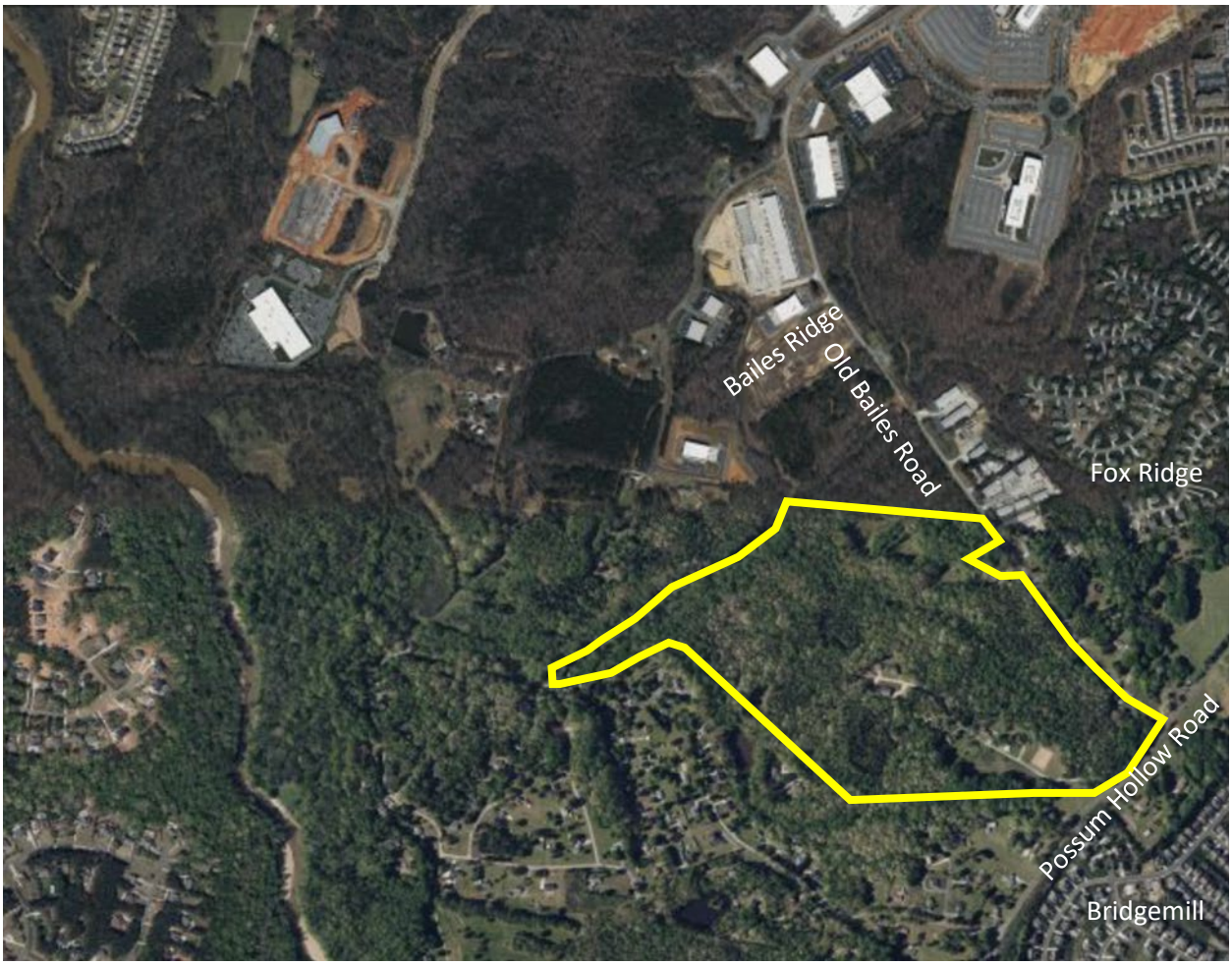
Staff has received multiple phone calls about the proposed development.

Utilities:

Lancaster County Water and Sewer District,

There is a water line running off Possum Hollow Road. A sewer line is located north of the property located off Old Bailes Road. At a minimum, a sewer line and pump station upgrade will be needed.

PHOTOS OF PROJECT AREA:



Aerial of subject property and nearby Corporate Parks

Facing Subject Parcel off intersection of Possum Hollow Road and Asbury Lane.

Facing South on Possum Hollow Road

Facing South on Old Bailes Road

Facing North on Old Bailes Road

STAFF RECOMMENDATION:

The proposed rezoning from LDR to MDR is consistent with the adopted Comprehensive Plan. While the MDR District's minimum lot width and area are smaller than lot sizes in adjacent subdivisions, MDR communities are fairly common in the Indian Land area.

While staff is able to recommend **approval** of the rezoning for the reasons identified above, it is important to note there has been recent discussion from the Indian Land community and some County Council members regarding the timing and pace of growth and its impact on public services (schools, transportation, fire protection, etc.). If it is desired to have staff expand its review criteria of rezoning proposals, a future policy discussion with Council (possibly including the Planning Commission as well) would be needed. This recommendation is provided pursuant to the following findings of fact:

Findings of Fact:

1. That the subject property consists of 95.85 acres of land generally located at West of the intersection of Old Bailes Road and Possum Hollow Road (0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-022.05, 0007-00-023.06);
2. That the subject property is zoned Low Density Residential (LDR) District;
3. That 95.85-acres are proposed to be rezoned Medium Density Residential (MDR) District;
4. The proposed development is consistent with the Comprehensive Plan and the Future Land Use Category of Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood

ATTACHMENTS:

1. Application
2. Location Map/ Zoning Map
3. RZ-2021-0847 TIA Summary & Technical Review Memo
4. Sketch Plan 20221357

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 Generally West of the Intersection of Possum Hollow Rd and Old Bailes Rd
0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-022.05, 0007-00-023.06
City _____ State _____ Zip _____ Tax Parcel ID _____

Current Zoning LDR Current Use Single Family / Vacant

Proposed Zoning MDR Total Acres +/-95.85

Project Description +/- 206 Single Family Lot Subdivision on +/- 95.85 Acres

Surrounding Property Description Single Family Residential Lots and Vacant Woodland/Floodplain

CONTACT INFORMATION

Applicant Name DR Horton, Attn: Troy Karski, PE Land Entitlement Manager

Address 8025 Arrowridge Blvd

City Charlotte State NC Zip 28273 Phone 704-574-4579

Fax _____ Email TAKarski@DRHorton.com

Property Owner Name See Attached

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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

Applicant _____ Date 6/1/22

See Attached

Property Owner(s) _____ Date _____

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

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

2. **Planning Commission**

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

3. **County Council**

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

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 2

PARCEL ID:	0007-00-022.00	ADDRESS: 9266 Asbury Lane
ACREAGE:	50.40+/- acres	
OWNER	(Lawrence Terry Potts, Sr.)	
OWNER/BENEFICIARY:	Lawrence Terry Potts, Jr. Beneficiary and Personal Representative For the estate of Lawrence Terry Potts, Sr.	
ADDRESS:	9246 Old Bailes Road, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Angela Potts Ennis, Beneficiary	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Marjorie Potts Moore, Beneficiary	
	9322 Asbury Lane, Indian Land, SC 29707	

Owner/Beneficiary Signature

Lawrence Terry Potts Jr — Print Name

5/23/22 — Date

803 372 1019 — Phone Number

Lpotts-25@Yahoo.Com — Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cook 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 2

PARCEL ID:	0007-00-022.00	ADDRESS: 9266 Asbury Lane
ACREAGE:	50.40+/- acres	
OWNER	(Lawrence Terry Potts, Sr.)	
OWNER/BENEFICIARY:	Lawrence Terry Potts, Jr. Beneficiary and Personal Representative For the estate of Lawrence Terry Potts, Sr.	
ADDRESS:	9246 Old Bailes Road, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Angela Potts Ennis, Beneficiary	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Marjorie Potts Moore, Beneficiary	
	9322 Asbury Lane, Indian Land, SC 29707	

Owner/Beneficiary Signature

Angela Potts Ennis

Print Name

5/23/22

Date

803-242-1375

Phone Number

pottsandpens@hotmail.com

Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2030 SOUTH CAROLINA

Tara H Cooke 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 2

PARCEL ID:	0007-00-022.00	ADDRESS: 9266 Asbury Lane
ACREAGE:	50.40+/- acres	
OWNER	(Lawrence Terry Potts, Sr.)	
OWNER/BENEFICIARY:	Lawrence Terry Potts, Jr. Beneficiary and Personal Representative For the estate of Lawrence Terry Potts, Sr.	
ADDRESS:	9246 Old Bailes Road, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Angela Potts Ennis, Beneficiary	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Marjorie Potts Moore, Beneficiary	
	9322 Asbury Lane, Indian Land, SC 29707	

Marjorie Potts Moore — Owner/Beneficiary Signature

Marjorie Potts Moore — Print Name

05/23/2022 — Date

803-242-3378 — Phone Number

margiepmoore@live.com — Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 3

PARCEL ID:	0007-00-022.01	ADDRESS: 9310 Asbury Lane
ACREAGE:	2.0+/- acres	
OWNER:	Estate of Sarah P. Sigwart, Donna McAfee, Executrix	
ADDRESS:	7001 Valley Haven Drive, Charlotte, NC 28211	

Donna McAfee — Owner Signature

Donna McAfee — Print Name

5-20-22 — Date

704-366-5709 — Phone Number

mcafee-donna@yahoo.com — Email

Acknowledgement

STATE OF North Carolina

COUNTY OF Mecklenburg

I certify that Donna Sigwart McAfee personally appeared before me this day, acknowledging to me that he or she signed the foregoing document: Zoning Application.
Name or description of attached document

I further certify that (select one of the following identification options):

☐ I have personal knowledge of the identity of the principal(s)

☒ I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NCDL.
type of identification

☐ A credible witness, _____, has sworn or affirmed to me the identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.
name of credible witness

Date: 5/20/2022

Jacqueline Polk
Notary Public

Jacqueline Polk
Typed or Printed Notary Name

My commission expires: _____

My Commission Expires February 17, 2025

JACQUELINE POLK NOTARY PUBLIC MECKLENBURG COUNTY, NC

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 4

PARCEL ID:	0007-00-022.02	ADDRESS: 9284 Asbury Lane
ACREAGE:	2.44+/- acres	
OWNER:	William M. Hayes	
ADDRESS:	9284 Asbury Lane, Indian Land, SC 29707	

William M. Hayes — Owner Signature

William M. Hayes — Print Name

5-20-22 — Date

803-322-2089 — Phone Number

yolcon2015@gmail.com — Email

Julie A. Jones
Notary Public State of South Carolina
My Commission Expires 10-24-2029

5-20-2022

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 5

PARCEL ID:	0007-00-022.03	ADDRESS: 9280 Asbury Lane
ACREAGE:	6.14+/- acres	
OWNER:	Angela Potts Ennis and William Troy Ennis	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	

Angela Potts Ennis
Owner Signature

Angela Potts Ennis
Print Name

5-23-22
Date

803-269-1375
Phone Number

pottsandpam@hotmail.com
Email

TARA H. COOKE NOTARY PUBLIC SOUTH CAROLINA COMM. EXP. 4-10-2028

Tara H Cooke 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 5

PARCEL ID:	0007-00-022.03	ADDRESS: 9280 Asbury Lane
ACREAGE:	6.14+/- acres	
OWNER:	Angela Potts Ennis and William Troy Ennis	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	

William Troy Ennis

Owner Signature

William Troy Ennis 5-23-2022

Print Name Date

803-242-4873

Phone Number

big.ts@hotmail.com

Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 6

PARCEL ID:	0007-00-022.04	ADDRESS: 9322 Asbury Lane
ACREAGE:	2.60+/- acres	
OWNER:	Marjorie Potts Moore	
ADDRESS:	9322 Asbury Lane, Indian Land, SC 29707	

Marjorie Potts Moore — Owner Signature

Marjorie Potts Moore — Print Name

05/23/2022 — Date

803-242-3378 — Phone Number

margiepmoore@live.com — Email

TARA H. COOKE NOTARY PUBLIC SEAL, EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 8

PARCEL ID:	0007-00-022.05	ADDRESS: Asbury Lane
ACREAGE:	1.221+/- acres	
OWNER:	Charles Thomas Moore	
ADDRESS:	7518 Karley Ct. Indian Land, SC 29707	

Owner Signature

Charles Thomas Moore Jr. May 22nd 2022

Print Name Date

704-309-7008.

Phone Number

Charliemoore@live.com.

Email

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 22 DAY OF May, 2022

NOTARY PUBLIC OF SOUTH CAROLINA

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

MY COMMISSION EXPIRES APRIL 10, 2024

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment 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, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 7

PARCEL ID:	0007-00-023.06	ADDRESS: Old Bailes Rd
ACREAGE:	25.94+/- acres	
OWNER:	Edith Potts Jones	
ADDRESS:	9393 Hwy 55 Clover, SC 29710	
OWNER	(Lawrence Terry Potts, Sr.)	
OWNER/BENEFICIARY:	Lawrence Terry Potts, Jr. Beneficiary and Personal Representative For the estate of Lawrence Terry Potts, Sr.	
ADDRESS:	9246 Old Bailes Road, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Angela Potts Ennis, Beneficiary	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Marjorie Potts Moore, Beneficiary	
	9322 Asbury Lane, Indian Land, SC 29707	

Edith Potts Jones
Owner/Beneficiary Signature

Edith Potts Jones
Print Name

5/21-2022
Date

803-831-8288
Phone Number

Jonesclvr@aol.com
Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 5/21/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

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OWNER/BENEFICIARY:	Marjorie Potts Moore, Beneficiary	
	9322 Asbury Lane, Indian Land, SC 29707	

Owner/Beneficiary Signature

Lawrence Terry Potts Jr

Print Name

5/23/22

Date

803 372 1019

Phone Number

LPotts_25@Yahoo.com

Email

TARA H. COOKE
NOTARY PUBLIC
COMM. EXP. 4-10-2028
SOUTH CAROLINA

Tara H Cook 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

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	9322 Asbury Lane, Indian Land, SC 29707	

Angela Potts Ennis

Owner/Beneficiary Signature

Angela Potts Ennis 5/23/22

Print Name Date

803-242-1375

Phone Number

pottsandsons@hotmail.com

Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

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	9322 Asbury Lane, Indian Land, SC 29707	

Marjorie Potts Moore
Owner/Beneficiary Signature

Marjorie Potts Moore
Print Name

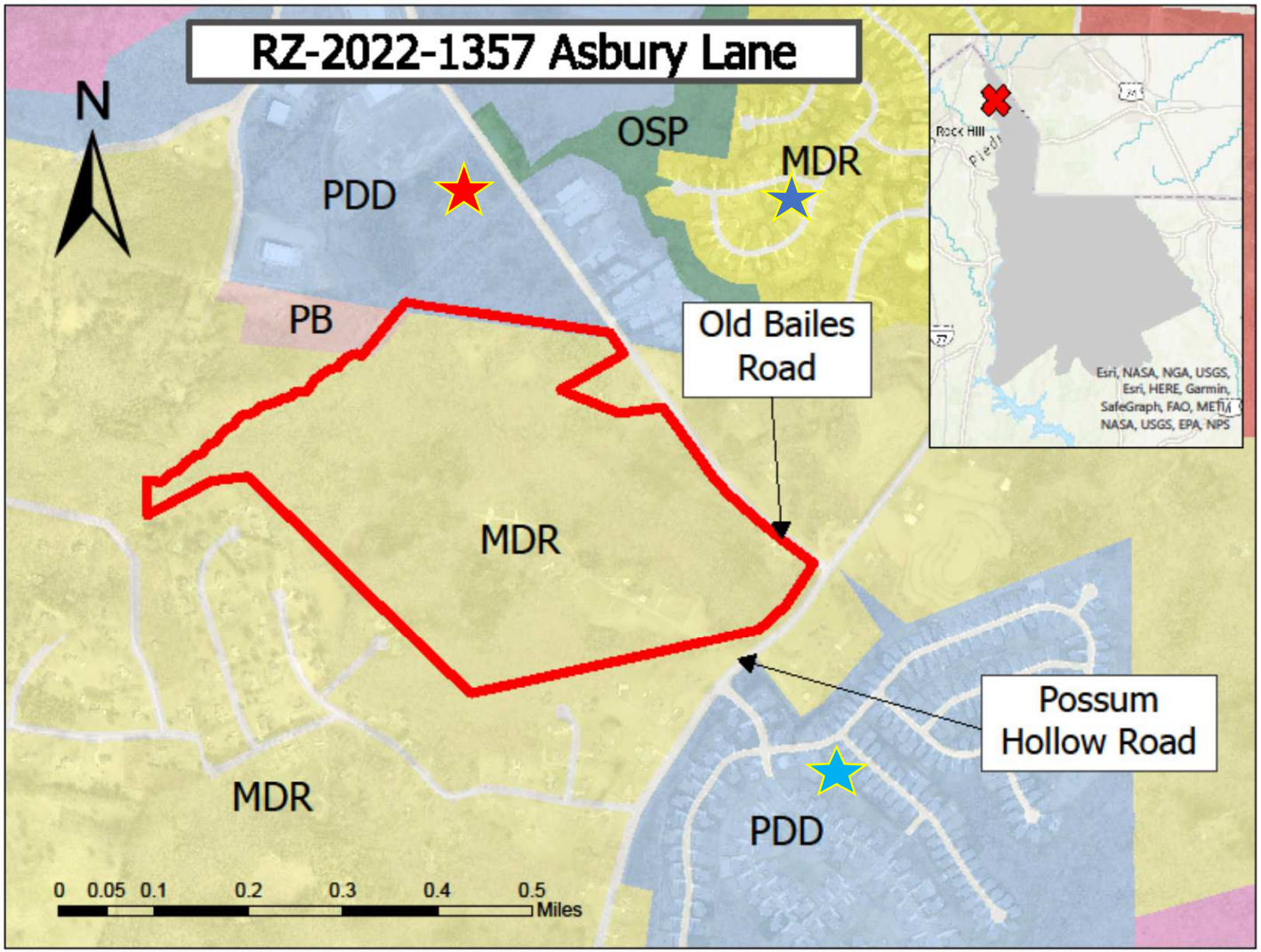
05/23/2022
Date

803-242-3378
Phone Number

margiepmoore@live.com
Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cook 5/23/22



Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to MDR

Legend:

Subject Property

Fox Ridge

Bailes Ridge

Bridgemill

SITE DATA

TOTAL ACREAGE:	± 95.85 AC
TAX PARCEL NUMBERS:	0007-00-015.00, 0007-00-22.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06
EXISTING ZONING:	LDR, LOW DENSITY RESIDENTIAL
PROPOSED ZONING:	MDR, MED. DENSITY RESIDENTIAL
EXISTING USES:	VACANT / SINGLE FAMILY RESIDENTIAL
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
MAXIMUM DENSITY:	2.50 DUA
PROPOSED DENSITY:	1.98 DUA
MAXIMUM BUILDING HEIGHT:	35'
PROPOSED DWELLING UNITS:	196 UNITS
MINIMUM LOT AREA:	8,400 SF
MINIMUM LOT WIDTHS:	70' WIDTH
TYPICAL LOT SIZE:	70' X 120'

OPEN SPACE

REQUIRED OPEN SPACE:	20% (19.17 AC)
PROVIDED OPEN SPACE:	19.17 AC MINIMUM (20%)

BUFFERS

PUBLIC STREET BUFFER:	50'
STREAM BUFFER 20 AC - 1 SQ MILE:	30'
STREAM BUFFER > 1 SQ MILE:	50'
WATER QUALITY BUFFER 1 AC - 2.5 AC:	30'
WATER QUALITY BUFFER > 2.5 AC:	50'

SETBACKS

FRONT SETBACK:	20'
REAR YARD:	30'
SIDE YARD:	7.5'
STREET SIDE YARD:	15'

IMPERVIOUS AREA

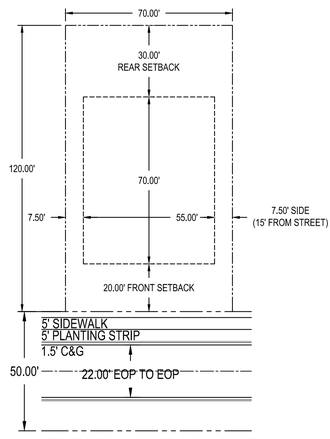
MAX. IMPERVIOUS AREA:	55% (52.71 AC)

PARKING

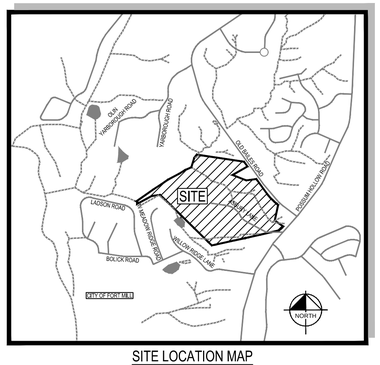
SPACES REQUIRED:	196 SPACES (196 UNITS x 1 SPACES\UNIT)
SPACES PROPOSED:	784 SPACES
GARAGE SPACES:	392 SPACES
DRIVEWAY SPACES:	392 SPACES

SITE NOTES

1. SITE PLAN IS SCHEMATIC IN NATURE. SOME VARIATIONS TO PLAN MAY OCCUR IN FINAL DESIGN BUT SHALL MEET THE OVERALL INTENT OF THIS PLAN AND SHALL COMPLY WITH THE APPLICABLE ORDINANCE REQUIREMENTS.
2. VEHICULAR ACCESS TO THE SITE SHALL BE AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE AND CONSTRUCTION PLANS AND DESIGNS AND AS REQUIRED FOR APPROVAL BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION (SCDOT) AND LANCASTER COUNTY PUBLIC WORKS.
3. INTERNAL ROAD DESIGN BASED ON LANCASTER COUNTY RESIDENTIAL STREET STANDARDS.
4. ALL HOMES SHALL BE SERVED BY LANCASTER COUNTY WATER AND SEWER DISTRICT.
5. THIS DEVELOPMENT MAY BE CONSTRUCTED IN PHASES.
6. TREE PRESERVATION AREAS SHALL BE PROVIDED WHEREVER POSSIBLE ON SITE, AT THE DEVELOPER'S DISCRETION. TREE SAVE AREAS SHALL MEET THE GUIDELINES OF COUNTY UDO SECTION 7.1.2.
7. TO THE EXTENT PRACTICAL, DEVELOPER WILL MAINTAIN EXISTING VEGETATION WITHIN THE 50' BUFFER ADJACENT TO EXISTING OLD BAILES ROAD AND POSSUM HOLLOW ROAD. WHERE THE BUFFER IS DISTURBED, DEVELOPER WILL INSTALL MITIGATION TREES PER THE UDO.
8. EROSION CONTROL AND STORMWATER MEASURES, THROUGH THE USE OF BEST MANAGEMENT PRACTICES, SHALL BE DESIGNED AND MAINTAINED TO MEET AND/OR EXCEED LOCAL, STATE, AND FEDERAL RULES AND REQUIREMENTS. THE DESIGN OF THESE STRUCTURES SHALL BE SUCH THAT ADJACENT STREAMS, CHANNELS, AND DRAINAGE WAYS ARE PROTECTED AS REQUIRED BY THESE REGULATIONS. THE LOCATION, SIZE AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL.



TYPICAL LOT LAYOUT
SCALE: 1" = 30'



SITE LOCATION MAP
NOT TO SCALE

N

0 100' 200' 400'
SCALE: 1" = 200'

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: AH
DRAWN BY: AH
REVIEWED BY: WSM

BGE
1111 METROPOLITAN AVE, SUITE 250
CHARLOTTE, NC 28204
WWW.BGEINC.COM
NC LICENSE #C-4397
©2022

D·R·HORTON America's Builder
801 ARROWRIDGE BLVD.
CHARLOTTE, NC 28273

ASBURY LANE
LANCASTER COUNTY / NC / 29707

SKETCH PLAN

NOT FOR CONSTRUCTION
FILE NUMBER: 7734-05
DATE: 06/09/2022

G:\NCAC\Projects\DR Horton\7734-05 - DR Horton - Asbury Lane\03 - DWG\PlanSheets\Sketch\2022-0608-Asbury Lane - Sketch Plan.dwg Layout: Concept Plotted: 6/8/2022 3:30:29 PM

Asbury Lane
Traffic Impact Analysis

Indian Land, SC

Residential Neighborhood

PREPARED FOR:

D.R. Horton
8001 Arrowridge Boulevard
Charlotte, NC 28273

PREPARED BY:

BGE
1111 Metropolitan Avenue, Suite 250
Charlotte, NC 28204

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
MEGAN E. SIERCKS, P.E., PTOE, PTP
SOUTH CAROLINA REGISTRATION NO. 36297
BGE, INC. REGISTRATION NO.5630

July 14, 2021

© BGE 2021

Executive Summary

A traffic impact analysis was conducted for a proposed development in Indian Land, South Carolina for the use of single-family residential land development. The proposed development will be located on the southwest quadrant of the intersection of Possum Hollow Road and Old Bailes Road. The proposed development is expected to generate approximately 210 AM trips, 281 PM trips, and 2,760 weekday trips. Access to the proposed development will be on Possum Hollow Road, Old Bailes Road, and Olin Yarborough Road. All proposed driveways located on Possum Hollow Road and Old Bailes Road will serve as a full access driveways. Olin Yarborough Road is planned to continue as an internal street within the proposed development. For the purposes of this study, the project's full build-out conditions are assumed to be the Year 2025. A future analysis, build plus one year, was conducted for Year 2026.

As part of the analysis, the traffic generated and growth rate from the approved Bailes Ridge Apartments TIA provided was included in the analysis. The traffic generated by the Bailes Ridge Apartments was included in the Year 2025 and Year 2026 conditions. The growth rate used was matched from the approved traffic impact analysis for the Bailes Ridge Apartments. The analysis also included the Highway 160 improvements as part of the existing and future analyses.

This traffic impact analysis provides an assessment of key traffic circulation impacts in order to identify the necessary transportation infrastructure needed to accommodate the proposed development generated travel demand. The analyses contained in this report focus on traffic operating conditions at the following study intersections under the existing and future conditions:

- Possum Hollow Road at Old Bailes Road
- Possum Hollow Road at Highway 160
- Highway 521 at Possum Hollow Road
- Old Bailes Road at Olin Yarborough Road
- Old Bailes Road at Highway 160
- Barberville Road at Highway 160
- Highway 521 at Highway 160
- Old Bailes Road at Local Street I
- Possum Hollow Road at Local Street A
- Old Bailes Road at Local Street B

Capacity analyses were conducted for the ten study intersections for the projected weekday AM peak hour and weekday PM peak hour. Analyses were completed with the aid of *Otiss*, a trip generation software, and *Synchro 11*, a traffic simulation and capacity software. Four future scenarios were analyzed as part of this study. The impacts of the proposed development were analyzed under the "Year 2025 Build" and "Year 2026 Build" conditions, which considers the increase in trips generated by the proposed development.

The mitigation considerations as a result of the development are as follows:

1. **Year 2025 Build out Condition**: No mitigation measures are recommended.
2. **Future Year Analysis (Build Out plus One Year):** No mitigation measures are recommended.

1. Overview of Traffic Impact Analysis (TIA) Report

BGE submitted a traffic impact analysis report for single family home development that will access Old Bailes Road, Possum Hollow Road, and Olin Yarborough Road. Megan Siercks is the Engineer on Record (EOR) for producing the detailed traffic report. Seven intersections were analyzed for impacts – Possum Hollow Road at Old Bailes Road, Possum Hollow Road at SC 160, Possum Hollow Road at US 521, Old Bailes Road at SC 160, Old Bailes Road at Olin Yarborough Road, SC 160 at Barberville Road, and SC 160 at US 521. The three access points were only checked for capacity – 2 on Old Bailes Road and 1 on Possum Hollow Road. Another access point will be an extension into the development via dead-end road Olin Yarbrough Road. The overall report contained a good breakdown of volume and distribution among the 7 intersections. The analysis just showed a Build year of 2025 with 2025 No Build conditions. Did show Build plus 1 year of 2026 Build conditions but no comparison to 2026 No Build. There were some unacceptable levels of service but did not show mitigation .

2. Items of Interest in the TIA Report

The TIA document was redlined with marks highlighting interest items below:

- Title Page – No PE Stamp.
- Page 1- Section 1.2 – No Covid factor applied to existing counts (SCDOT might have waived this requirement if volumes have been shown to be back to normal).
- Page 8 – Should have performed a 2026 No-Build to compare to 2026 Build in accordance with the UDO 6.8 (Build plus 1 year); did compare 2025 No-Build to 2025 Build and did a 2026 Build.
- Page 9 – Trip generation was checked, and distribution is agreeable.
- Page 13 – Did not show a 2026 No Build for comparison to 2026 Build.
- Page 14 – statement highlighted makes it look like all intersections existing are operating at an acceptable level of service, but the individual movements in which trips are added do not – bullets below the highlighted do point out the unacceptable LOS locations. First bullet is a confusing statement.
- Page 15 – Major discrepancies highlighted in the No Build to Build comparison particularly the increase of seconds of Delay.
- Page 16 - statement highlighted makes it look like all intersections existing are operating at an acceptable level of service in which the individual movements are not – particularly the ones adding trips to the movement – bullets below the highlighted do point out the unacceptable LOS locations. First bullet is a confusing statement.
- Page 17 - Major discrepancies highlighted in the No Build to Build comparison particularly the increase of seconds of Delay.
- Page 17 – Also need to compare the individual movements adding trips for comparison in the Delay in seconds

- Page 21 & 22 – the report did not check the need for left turn lanes - noted a location at Possum Hollow Road at Old Bailes Road – possible need due to high percentage of left turn movements compared to advancing volume. Might consider left turn lane due to safety.
- Page 23 – Errors in the statements. Make vague comments on resolving some unacceptable LOS but no resolution determined.
- Page 25 & 26 – showed unacceptable LOS movements for 4 intersections.
- Page 27-29 – very confusing charts – looks to compare 2025 Build with improvements which are not directly stated in the report to 2026 Build with no improvements? Not comparing apples to apples – not a good chart; P 27 shows 2026 Build a better LOS than 2025 Build with improvements (error?).
- Page 32 – Recommends no mitigation even though 4 intersections does not meet UDO 6.8 requirements for mitigation.

3. Checklist Comments

Attached is a TIA checklist that reviews all submitted information for proper TIA submittal. There was no PE stamp on the report. The analysis period did not show a 2026 No-Build comparison to 2026 Build (Build plus 1 year). The TIA did not cover SCDOT's ARM compliance relating to driveway sight distance and spacing. No real identification of mitigation was issued for intersections with unacceptable LOS. UDO 6.8 was not exactly followed with not showing 2026 No-Build to 2026 Build conditions (Build plus 1 year).

4. Recommendations

1. **Verify sight distance for both access points on Old Bailes Road and access on Possum Hollow Road.**

2. **To make a good report comparison – have a 2026 No-Build to 2026 Build chart**

3. **Show mitigation for unacceptable LOS movement at intersections. Then explain reasons for not being able to accomplish if not feasible in the scope of work by the developer.**

4. **Note – intersection of Old Bailes Road at Possum Hollow Road appears to have sight sight distance issue. Since a large amount of development traffic would be using this intersection, could come up with a solution since this location is adjacent to the development.**

Agenda Item Summary

Ordinance # / Resolution #: SD-2022-1135 McIlwain Holdings aka Alcott Village
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/18/2022

Issue for Consideration:
Application by McIlwain Holdings LLC for a Preliminary Plat for 51.28 acres (TM# 0102-00-120.00) located on the east side of McIlwain Road between Hunters Ridge Road and Suttle Road, for a 99-lot single-family subdivision.

Points to Consider:

Development Summary	
Site Acreage	51.28 Acres
Proposed Lots	99
Project Overview	Conventional MDR Single-Family development
Open Space	12.44 acres provided (9.38 required)
Park Space	3 acres provided (2.56 required)
Streets	Will be privately maintained.

Recommendation:
Staff recommends **Approval** of this Major Preliminary Subdivision Plat request subject to the following conditions:
1. Any outstanding comments or revisions to the TIA be resolved within 60 days of this meeting.

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	10/11/2022	Planning Staff Report
Exhibit 1: Application	10/4/2022	Exhibit
Exhibit 2: Location Map	10/4/2022	Exhibit
Exhibit 3: Proposed Plat	10/5/2022	Exhibit

PROPOSAL:	Preliminary Subdivision Plat for one parcel of 51.28 acres, for a 99-lot single family subdivision.
PROPERTY LOCATION:	East side of McIlwain Road between Hunters Ridge Road and Suttle Road (TM# 0102-00-120.00)
CURRENT ZONING DISTRICT:	Medium Density Residential (MDR)
APPLICANT:	McIlwain Holdings LLC
COUNTY COUNCIL DISTRICT:	District 5, Steve Harper
STATUTORY NOTICES:	Sign(s) posted 9/22/2022 Hearing notice published 10/1-2/2022 in The Lancaster News Mailed notices 9/30/2022 Posted agenda in lobby 10/11/2022

OVERVIEW & BACKGROUND:

Site Information & Existing Condition
This property is currently vacant.

Summary of Surrounding Zoning and Uses

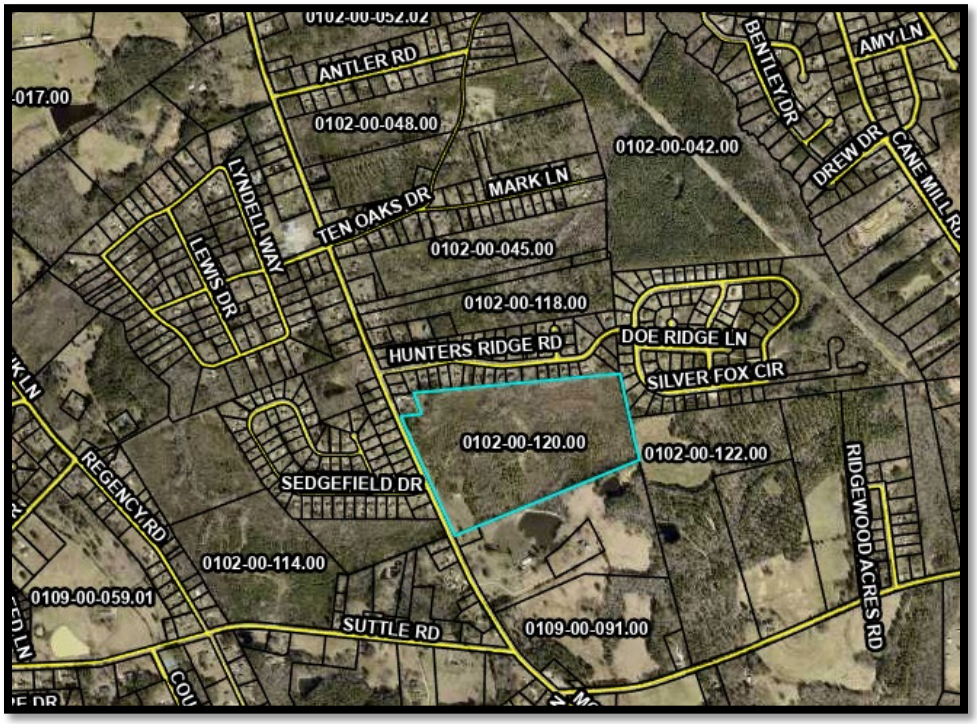
Surrounding Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR; INS	Residential; Church
South	Lancaster County	MDR; GB	Residential; Small Businesses
East	Lancaster County	MDR; LDR	Residential; Vacant
West	Lancaster County	MDR	Residential

Zoning

The subject parcel is already zoned Medium Density Residential. Pursuant to UDO Chapter 2.3, MDR is District *"…is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district."*

PHOTOS OF PROJECT AREA:

Across McIlwain Road from the subject property



Arial of the subject property

DEVELOPMENT SUMMARY:

Development Summary	
Site Acreage	51.28 Acres
Proposed Lots	99
Project Overview	Conventional MDR Single-Family development
Open Space	12.44 acres provided (9.38 required)
Park Space	3 acres provided (2.56 required)
Streets	Will be privately maintained.

Proposed Stub Connection

There is one proposed connection into the Hunter's Ridge Subdivision, providing connectivity and a second means of ingress/egress for the Hunter's Ridge residents. There are also two additional stubs into currently undeveloped adjacent parcels designed to provide future connectivity should those parcels develop in the future.

TIA

Intersections studied:

- McIlwain Road and Sedgefield Drive/Access 1
- McIlwain Road and Suttle Road
- McIlwain Road and W Doc Garris Road
- McIllwain Road and Hunters Ridge Road

Recommended Mitigation:

McIlwain Road and Access 1: Construction of the westbound approach of Access 1 to include a single ingress lane and single egress lane with a 60-foot internal protected stem (IPS) and stop control.

Third Party Review:

Comments not yet received at the time of this report.

STAFF RECOMMENDATION:

Staff recommends **Approval** of this Major Preliminary Subdivision Plat request subject to the following conditions:

1. Any outstanding comments or revisions to the TIA be resolved within 60 days of this meeting.

ATTACHMENTS:

1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat

STAFF CONTACT:

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

DocuSign Envelope ID: 9B471A6C-3DED-4AC4-9448-D71F669C6A6D

PROJECT INFORMATION

Project Address/Location: McIlwain Road

Tax Map ID/Parcel No.: 0102-00-120.00

Project Description: Single Family Residential Subdivision with 107 Lots

Applicant Name: McIlwain Holdings, LLC

Address: P.O. Box 1609, Monroe, NC 28111

Phone: 336-707-9455 Email: wduke@boggscontractinginc.com

Property Owner Name: William L Harper Jr ETAL

Address: 2583 Kershaw - Camden Hwy, Lancaster, SC 29720

Phone: _____ Email: _____

Other Project Contacts

Name: Christopher E. Wood (Joel E Wood & Associates, LLC)

Address: P.O. Box 296, Clover, SC 29710

Phone: 803-684-3390 Email: cewood@jewood.org

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant Signature: DocuSigned by: Will Duke E0E3E64D0180419... Date: 5/16/2022

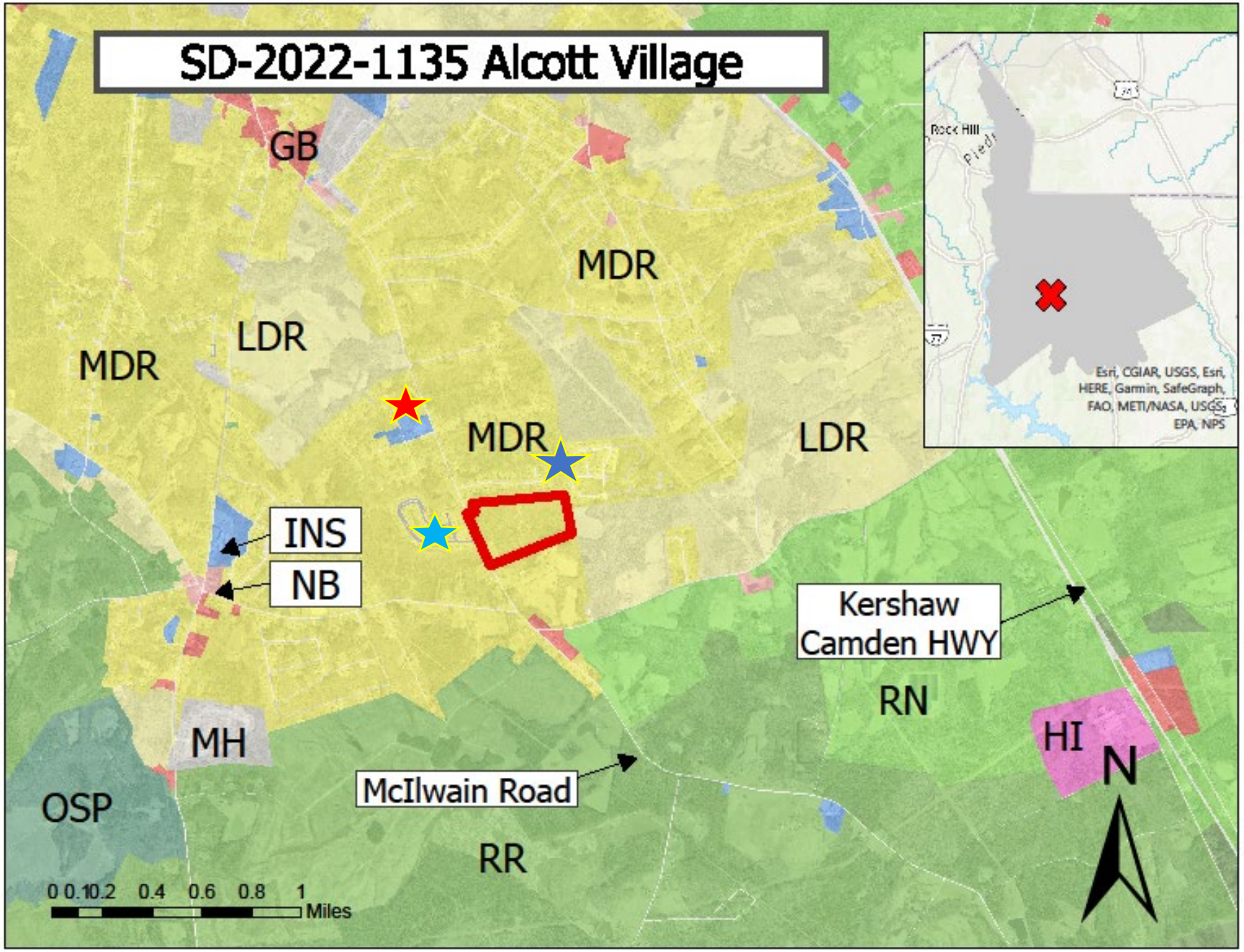
Owner Signature: _____ Date: 7/30/2022

Owner Signature: _____ Date: 7/30/2022

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.

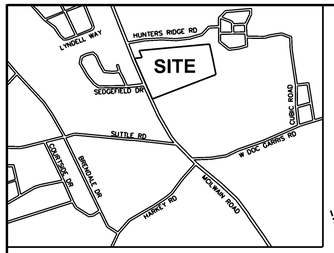


Lancaster County
South Carolina

Proposal:
Preliminary Plat

Legend:

- Subject Property
- Hunters Ridge
- Sherwood Baptist Church
- Sedgefield



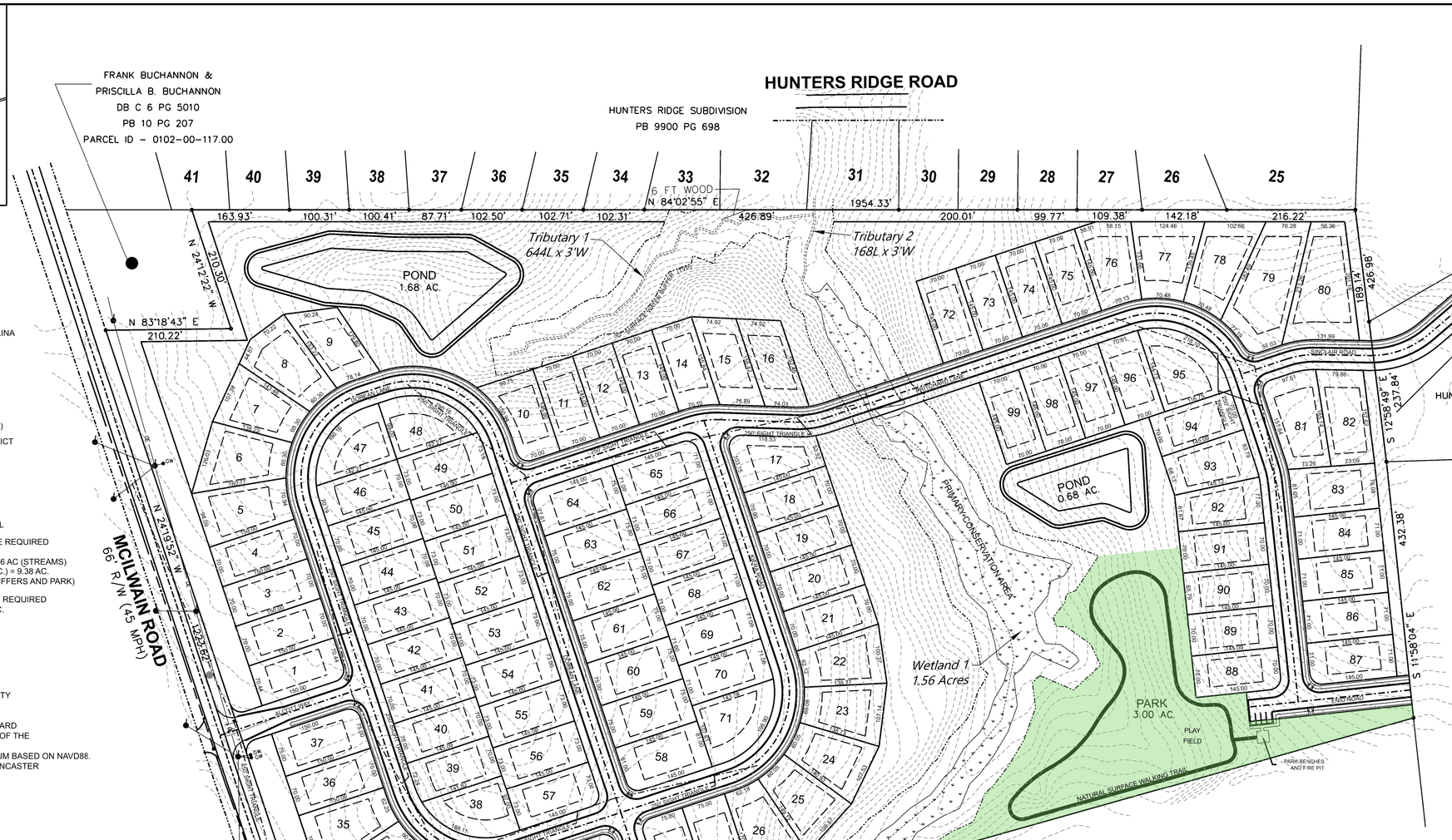
VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT INFORMATION

PROJECT NAME :	ALCOTT VILLAGE SUBDIVISION LANCASTER COUNTY , SOUTH CAROLINA
DEVELOPER :	McILWAIN HOLDINGS LLC. P.O. BOX 1609 MONROE NC 28111 PHONE : 336-707-9455 CONTACT : WILL DUKE
TAX I.D. :	0102-00-120.00
SITE ACREAGE :	51.28 ACRES
ZONING :	MEDIUM DENSITY RESIDENTIAL (MDR)
SCHOOL DISTRICT :	LANCASTER COUNTY SCHOOL DISTRICT
FIRE DISTRICT :	McDONALD GREEN FIRE DISTRICT
SETBACKS/YARDS :	FRONT - 30 FT. SIDE - 10 FT. / 15 FT. CORNERS REAR : 25 FT.
MINIMUM LOT WIDTH :	70 FT.
MINIMUM LOT AREA :	10,000 SQ. FT.
LOTS PROPOSED :	99 LOTS (SINGLE FAMILY RESIDENTIAL
OPEN SPACE :	20% OF NET DEVELOPMENT ACREAGE REQUIRED 0.20 x (TOTAL ACREAGE - PCA) PRIMARY CONSERVATION AREAS : 4.36 AC (STREAMS) REQUIRED = 0.20 X (51.28 AC. - 4.36 AC.) = 9.38 AC. PROVIDED = 12.44 AC. (INCLUDING BUFFERS AND PARK)
PARK :	5% OF NET DEVELOPMENT ACREAGE REQUIRED REQUIRED = 0.05 x 51.28 AC. = 2.56 AC. PROVIDED = 3.00 AC.

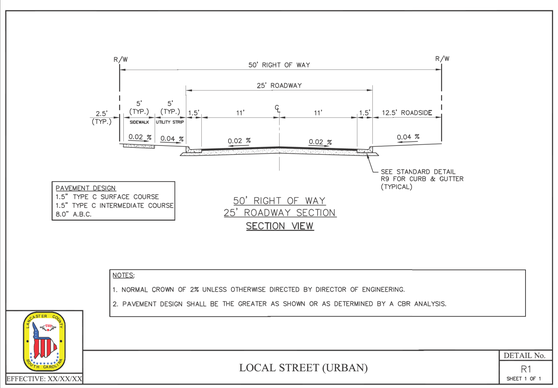
GENERAL NOTES :
1. SITE TOPOGRAPHY PROVIDED FROM LANCASTER COUNTY AERIAL TOPOGRAPHY.
2. BOUNDARY SURVEY PROVIDED BY NEIL H. PRESLER.
3. THIS SITE IS NOT LOCATED IN THE 100 YEAR FLOOD HAZARD ZONE AS DEFINED ON COMMUNITY PANEL 45057C0265D OF THE F.I.R.M. FOR LANCASTER COUNTY DATED 6/16/2011.
4. HORIZONTAL DATUM TIED TO NAD83 AND VERTICAL DATUM BASED ON NAVD88.
5. ALL PROPOSED ROADS TO BE PRIVATE AND BUILT TO LANCASTER COUNTY STANDARDS.

OTHER APPLICABLE REGULATIONS
1. SCDHEC STORMWATER REGULATIONS
2. SCDOT TRAFFIC REGULATIONS



LOT WIDTH @ FRONT SETBACK			
LOT NUMBER / WIDTH (ft.)			
LOT 6	73.26'	LOT 25	70.34'
LOT 7	70.34'	LOT 26	70.27'
LOT 8	70.90'	LOT 32	70.84'
LOT 22	70.28'	LOT 33	70.34'
LOT 23	70.34'	LOT 34	70.34'
LOT 24	70.34'	LOT 35	70.28'

ROAD LENGTHS
ALCOTT WAY - 258.00 L.F.
DOREAN LANE- 1695.50 L.F.
KIERA ROAD - 1467.90 L.F.
PRITCHARD LANE - 1877.98
SINCLAIR ROAD - 484.49
ENID ROAD - 275.00 L.F.



PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

50' RIGHT OF WAY
25' ROADWAY SECTION
SECTION VIEW

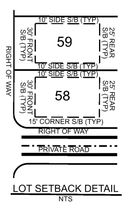
NOTES:
1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.

EFFECTIVE: XX/XX/XX

LOCAL STREET (URBAN)

DETAIL No. R1 SHEET 1 OF 1

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



LOT SETBACK DETAIL
NTS

ALCOTT VILLAGE LOT AREAS

Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area
1	10480	26	13100	51	10585	76	11639
2	10500	27	12664	52	10585	77	12730
3	10500	28	12318	53	10585	78	13138
4	10500	29	12672	54	10585	79	19766
5	12635	30	10920	55	10585	80	18558
6	13157	31	10854	56	10585	81	13481
7	11501	32	19120	57	10499	82	12244
8	13168	33	25060	58	11659	83	11368
9	11273	34	17230	59	10875	84	10295
10	10997	35	12691	60	10875	85	10295
11	10150	36	10500	61	10875	86	10295
12	10150	37	11164	62	10875	87	10209
13	10150	38	10741	63	10875	88	10064
14	10286	39	10121	64	11167	89	10150
15	11002	40	10150	65	10209	90	10150
16	10834	41	10150	66	10295	91	10150
17	10928	42	10150	67	10295	92	10076
18	10150	43	10150	68	10295	93	11014
19	10150	44	10150	69	10295	94	10150
20	10150	45	10150	70	10288	95	13576
21	10150	46	10126	71	12257	96	10149
22	11298	47	11025	72	10150	97	10150
23	11306	48	11025	73	10150	98	10150
24	11420	49	10561	74	10150	99	10930
25	11972	50	10585	75	10150		

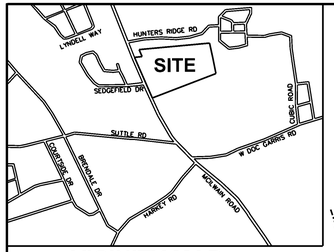
NOT FOR RECORDATION

APPROVALS	PREPARED BY	SEALS
Project Engr: _____ Drawn By: _____ Checked By: _____ Review: _____ Bid: _____ Construction: _____	JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390	SOUTH CAROLINA – JOEL E. WOOD & ASSOCIATES, L.L.C. No. C01961 – CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA – NEW PROFESSIONAL ENGINEER – No. 18025 – CHRISTOPHER E. WOOD 9/12/22

PROJECT	SHEET TITLE
ALCOTT VILLAGE SUBDIVISION LANCASTER COUNTY, SOUTH CAROLINA PREPARED FOR McILWAIN HOLDINGS, LLC	OVERALL SITE PLAN

NO.	DATE	REVISIONS	BY
1	7/28/22	PER LANCASTER COUNTY COMMENTS	DER
2	9/13/22	PER LANCASTER COUNTY COMMENTS	DER

SCALE: 1" = 100'
DATE: MARCH 29, 2022
JOB NO.: 220314
SHEET C300



VICINITY MAP
(NOT TO SCALE)

PROPOSED STORM LAYOUTS ARE CONCEPTUAL
AND AR SUBJECT TO CHANGE DURING DESIGN

GRAPHIC SCALE

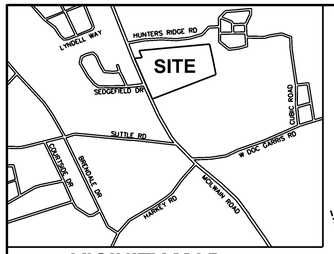
100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

APPROVALS	PREPARED BY	SEALS	PROJECT	SHEET TITLE
Project Engr: _____ Drawn By: _____ Checked By: _____ Review: _____ Bid: _____ Construction: _____	JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390	SOUTH CAROLINA JOEL E. WOOD & ASSOCIATES, L.L.C. No. COA1961 CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA PROFESSIONAL ENGINEER No. 18025 CHRISTOPHER E. WOOD 3/2/22	ALCOTT VILLAGE SUBDIVISION LANCASTER COUNTY, SOUTH CAROLINA PREPARED FOR McILWAIN HOLDINGS, LLC	CONCEPTUAL STORM DRAIN PLAN

NO.	DATE	REVISIONS	BY
1	7/28/22	PER LANCASTER COUNTY COMMENTS	DER
2	9/12/22	PER LANCASTER COUNTY COMMENTS	DER

SCALE: 1" = 100'
DATE: MARCH 29, 2022
JOB NO.: 220314
SHEET C400



VICINITY MAP
(NOT TO SCALE)

PROPOSED WATER & SEWER LAYOUTS ARE CONCEPTUAL
AND ARE SUBJECT TO CHANGE DURING DESIGN

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

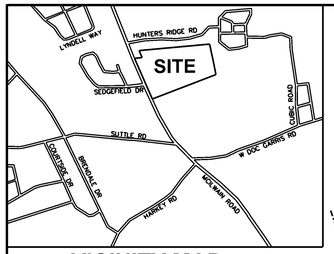
APPROVALS	PREPARED BY	SEALS
Project Engr: _____ Drawn By: _____ Checked By: _____ Review: _____ Bid: _____ Construction: _____	JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390	SOUTH CAROLINA JOEL E. WOOD & ASSOCIATES, L.L.C. No. C01961 CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA No. 18025 REGISTERED PROFESSIONAL ENGINEER CHRISTOPHER E. WOOD 3/2/22

PROJECT
ALCOTT VILLAGE SUBDIVISION
LANCASTER COUNTY, SOUTH CAROLINA
PREPARED FOR
McILWAIN HOLDINGS, LLC

SHEET TITLE
CONCEPTUAL WATER AND SEWER PLAN

NO.	DATE	REVISIONS	BY
1	7/28/22	PER LANCASTER COUNTY COMMENTS	DER
2	9/12/22	PER LANCASTER COUNTY COMMENTS	DER

SCALE: *1" = 100'*
DATE: MARCH 29, 2022
JOB NO.: 220314
SHEET *C401*



VICINITY MAP
(NOT TO SCALE)

CONNECTIVITY INDEX

10 SECTIONS/6 NODES = 1.7

LEGEND

REPRESENTATION OF ANY TREE APPROVED FOR SUBDIVISION STREET LANDSCAPING BY LANCASTER COUNTY INCLUDING BUT NOT LIMITED TO : Liriodendron tulipifera, Tilia cordata, Acer rubrum, or Gingko biloba .
STREET TREES TO BE PLACED 50' MAX OFF CENTER

CALCULATED STREET TREES

UDO SECTION 7.1.3 INDICATES ONE (1) CANOPY TREE FOR EVERY 40 FEET OF STREET FRONTAGE

- TOTAL STREET FRONTAGE IS 10,085 FEET
- 10,085 FT/40 FT = 253 TREES
- TOTAL TREES PROPOSED = 253 TREES

GENERAL NOTES :

1. STREET TREES SHOWN ONLY.
2. LOCATION OF TREES MAY VARY , BUT MINIMUM NUMBER OF TREES AND SIZE SPECIFIED MUST BE INSTALLED BY BUILDER PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
3. TREES WITHIN SIGHT TRIANGLES TO BE SINGLE STEM AND CLEAR TRUNK FROM GROUND TO SIX FEET.

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

APPROVALS	PREPARED BY	SEALS
Project Engr: _____ Drawn By: _____ Checked By: _____ Review: _____ Bid: _____ Construction: _____	JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390	SOUTH CAROLINA JOEL E. WOOD & ASSOCIATES, L.L.C. No. CO1961 CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER No. 18025 CHRISTOPHER E. WOOD 9/12/22

PROJECT

ALCOTT VILLAGE SUBDIVISION

LANCASTER COUNTY, SOUTH CAROLINA
PREPARED FOR
McILWAIN HOLDINGS, LLC

SHEET TITLE

OVERALL LANDSCAPE PLAN AND CONNECTIVITY INDEX

NO.	DATE	REVISIONS	BY
1	7/28/22	PER LANCASTER COUNTY COMMENTS	DER
2	9/12/22	PER LANCASTER COUNTY COMMENTS	DER

SCALE: *1" = 100'*
DATE: MARCH 29, 2022
JOB NO.: 220314
SHEET *C402*