Planning Commission Members
District 1: Alan Patterson
District 2: Tamecca Neely
District 3: Charles Deese, Chair
District 4: James Barnett, Vice-Chair
District 5: (Vacant)
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 6, 2022	5:00 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 Workshop AGENDA

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

2. **New Business**

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

   (Deferred from 9/20/2022)
   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

   (Deferred from 9/20/2022)
   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 CLREFIII 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 CLREFIII 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 DR Horton aka 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.

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.

g. Overview of next month's Agenda

h. Other

3. <u>Adjourn</u>

Ordinance # / Resolution #: SD-2022-0733 Century Communities aka Shiloh Wood
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/6/2022

Points to Consider:

Traffic Impact Analysis (TIA)

At the time of this report (10-5-2022), the Traffic Impact Analysis with the currently proposed access arrangement has not been approved by the County's Traffic Consultant and is still under review for comments. The TIA was submitted to the county on 9-9-2022. The County's Consultant is not released to begin his review until the review fee is paid by the developer. The fee was paid to begin the 3rd party review on 9-27-2022. Exact improvements are still to be determined.

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.

- 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

- Changes to this plan will likely be needed to reflect all site specific comments resulting from the PPA 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.

ATTACHMENTS:

Description	Upload Date	Type
Application	8/31/2022	Exhibit
Location Map	8/31/2022	Exhibit
Proposed Plat	9/12/2022	Exhibit

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.

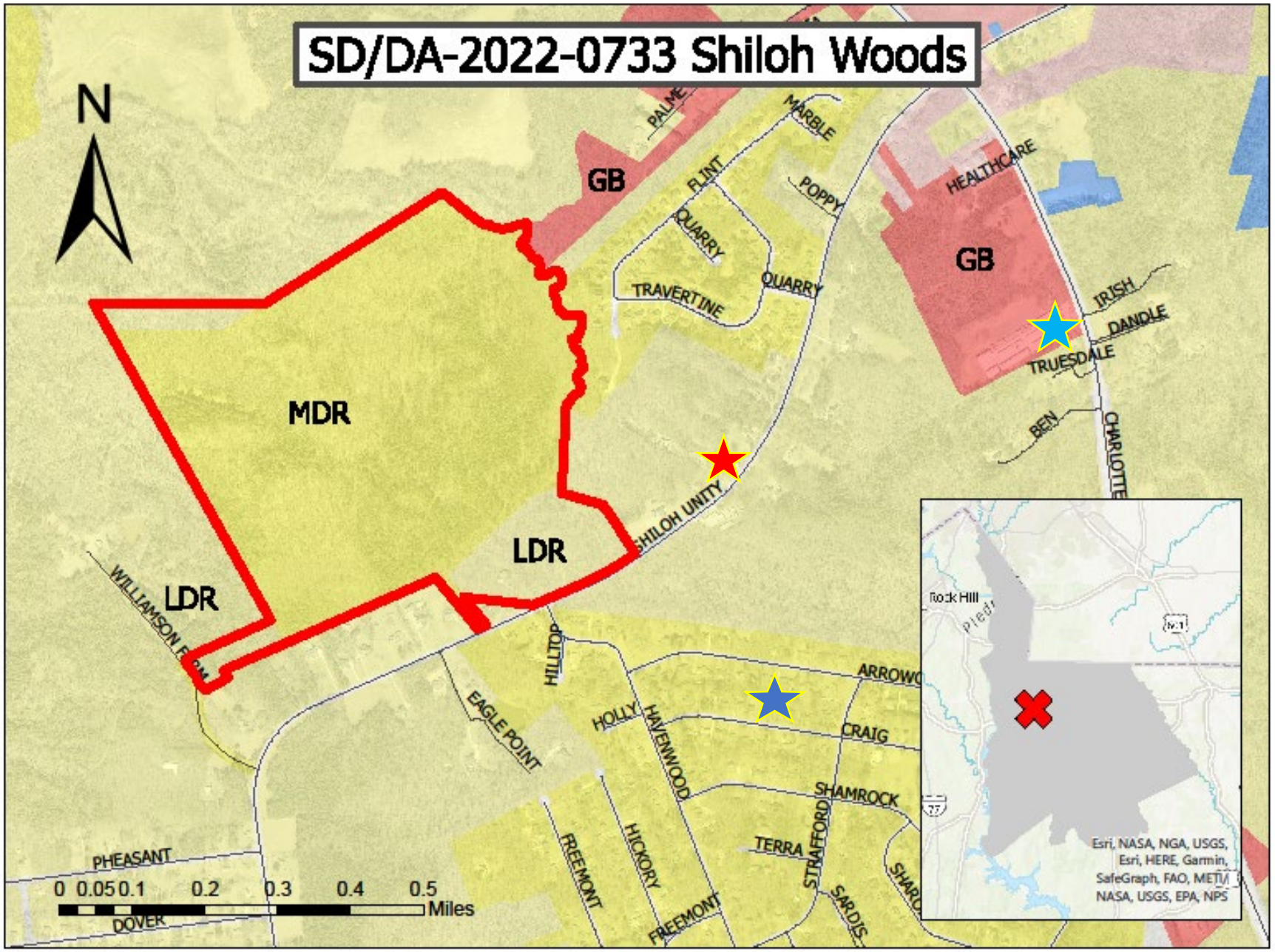
USE-SPECIFIC STANDARDS

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**



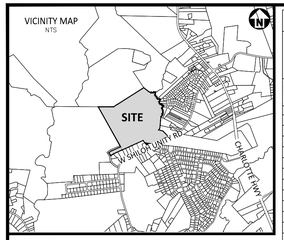
Lancaster County
South Carolina

Proposal:
Preliminary Plat and Development Agreement

Legend:

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

VICINITY MAP
NTS



SITE 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

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

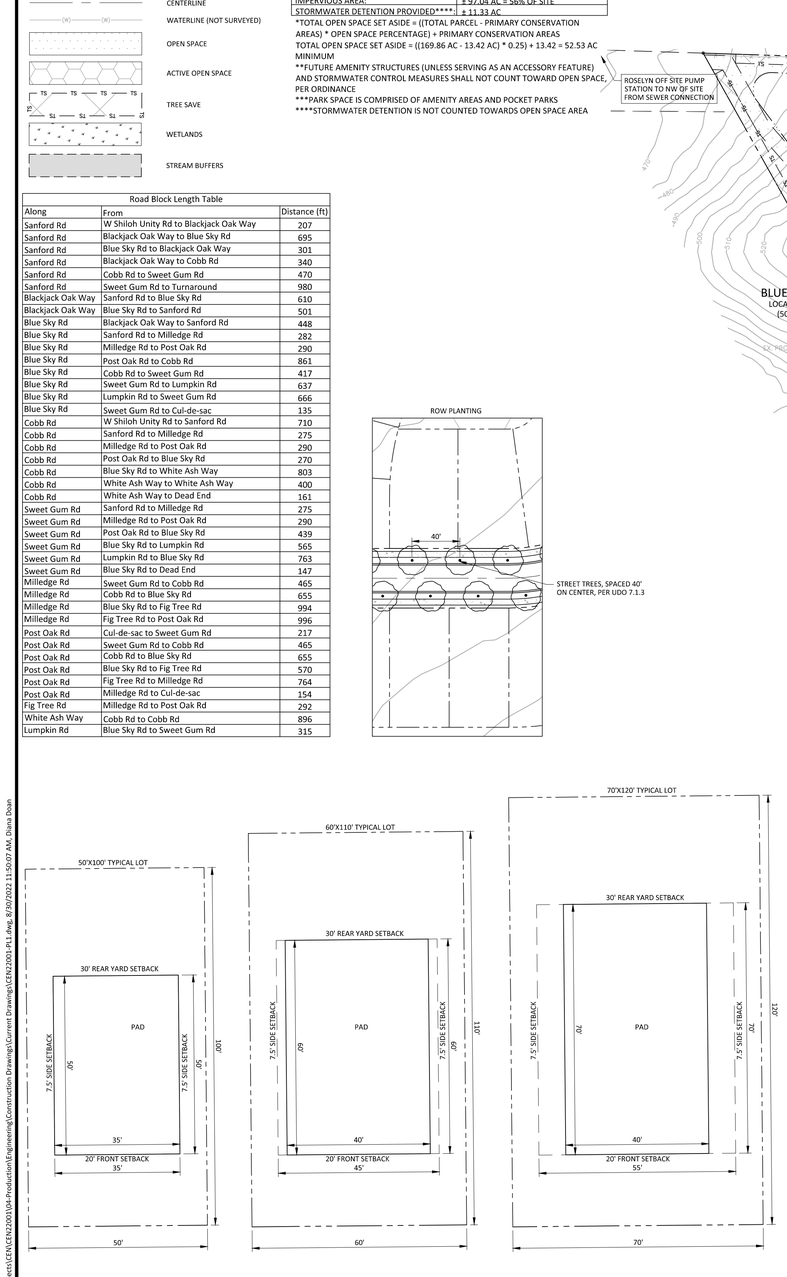
ADJACENT PROPERTY OWNERS

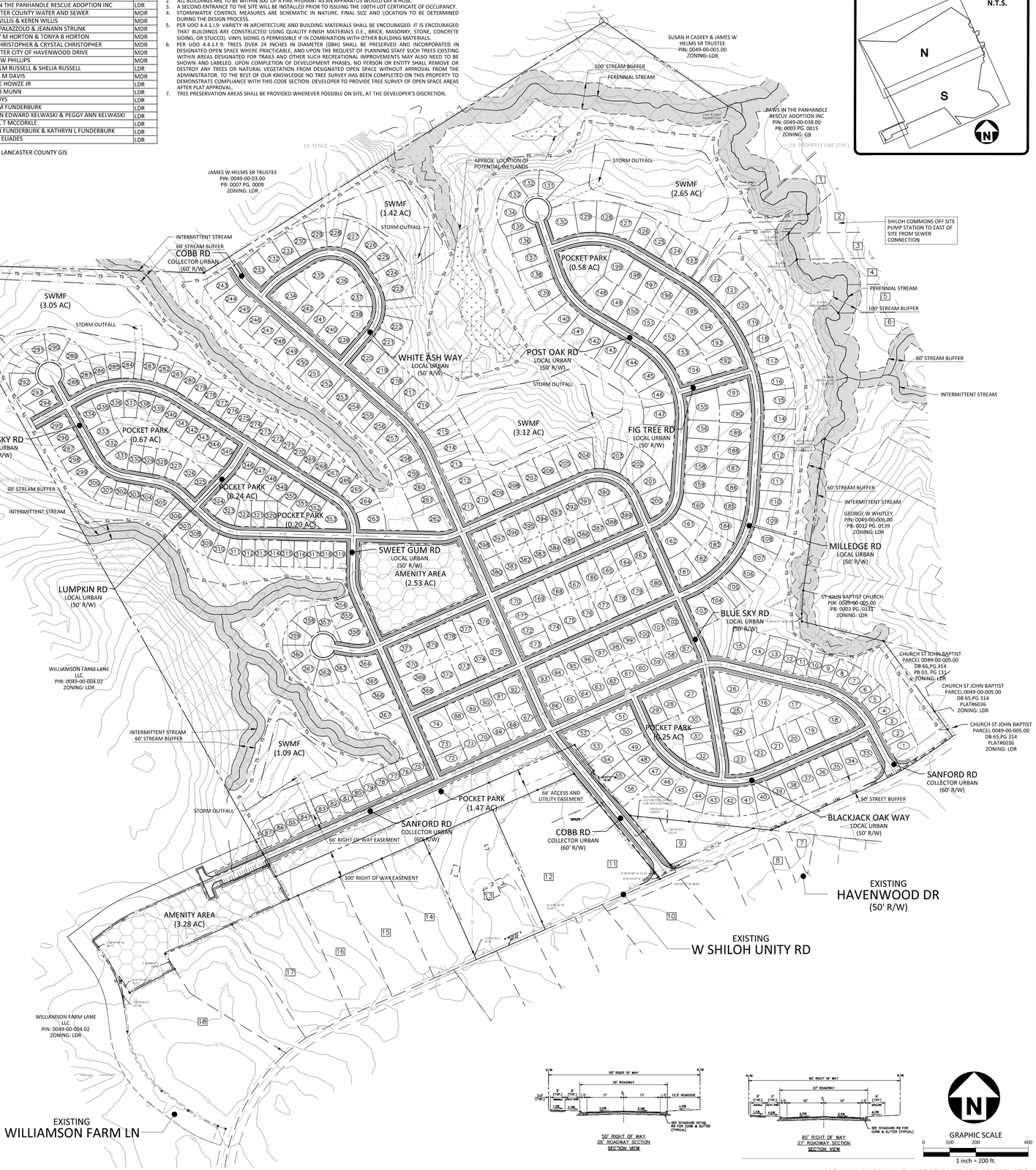
	PARCEL	PLAT	OWNER	ZONING
1	0049-00-037.00	5384-0000	PAWS IN THE PANHANDLE RESCUE ADOPTION INC	LDR
2	0049K-0A-052.00	---	LANCASTER COUNTY WATER AND SEWER	MDR
3	0049K-0A-053.00	2006-9	CHAD WILLIS & KEREN WILLIS	MDR
4	0049K-0A-054.00	2006-9	FRANK PALAZZOLO & JEANANN STRUNK	MDR
5	0049K-0A-055.00	2006-1019	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.





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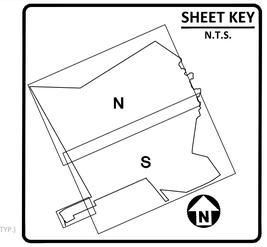

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SHILOH WOODS
PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

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

SOUTH CAROLINA PROFESSIONAL ENGINEER PRELIMINARY NOT FOR CONSTRUCTION OR RECORDATION UNLESS SIGNED AND SEALED BY ENGINEER No. 29620 HERBERT M. REDDICK IV

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

M:\Projects\CEN\CEN22001\04-Production\Engineering\Construction Drawings\Current Drawing\CEN22001-PL1.dwg, 8/30/2022 11:50:07 AM, Diana Doan

SITE LEGEND

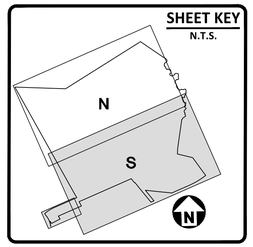
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE
- CENTERLINE
- WATERLINE (NOT SURVEYED)
- OPEN SPACE
- TREE SAVE
- WETLANDS
- STREAM BUFFERS

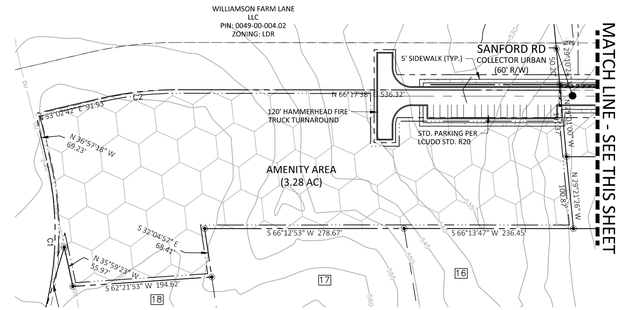
ADJACENT PROPERTY OWNERS

	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

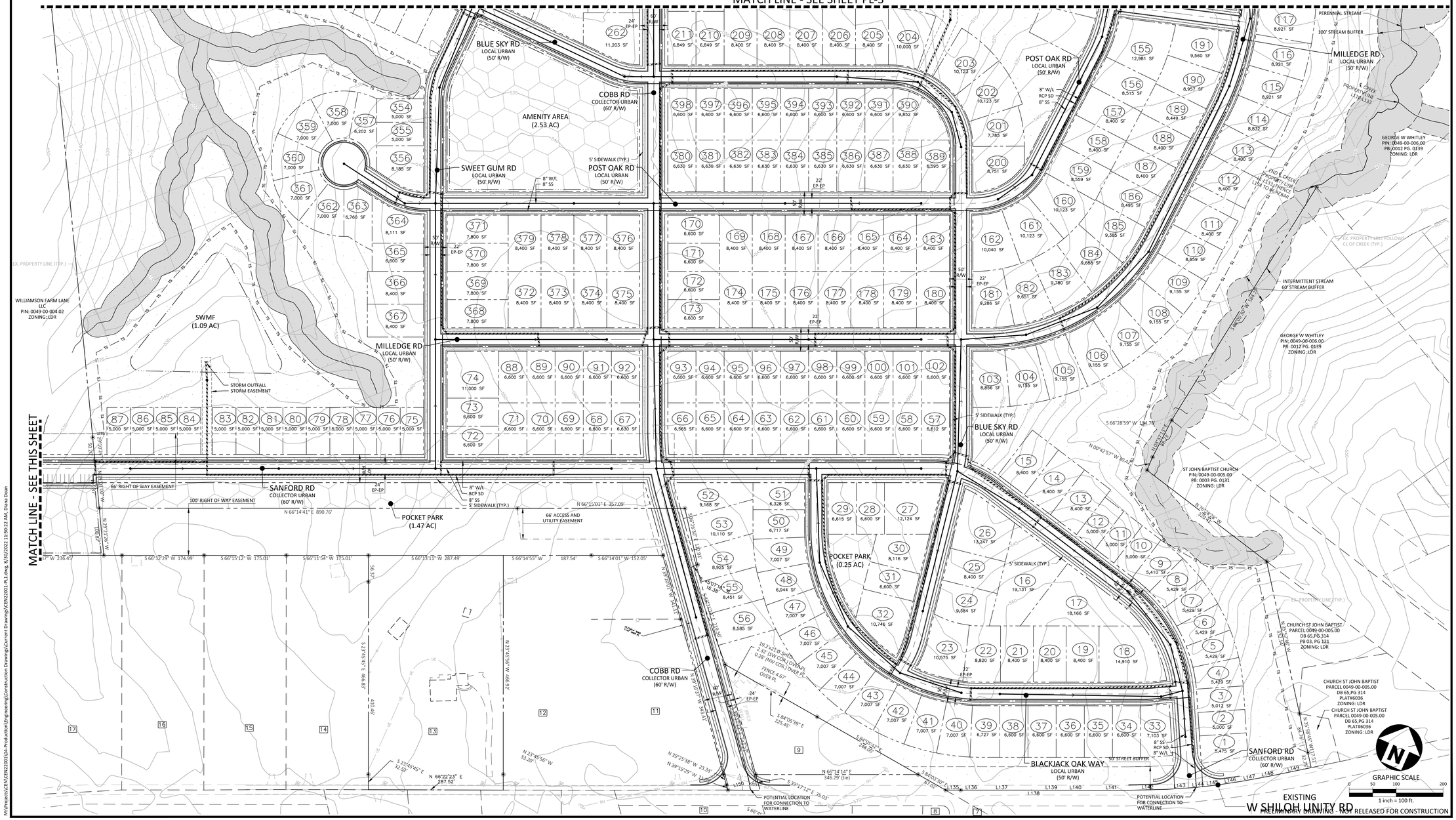
NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

SHEET KEY
N.T.S.





MATCH LINE - SEE SHEET PL-3



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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

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

NORTH CAROLINA
PROFESSIONAL ENGINEER
SEAL 029020
ROBERT M. REDDICK
NOT FOR CONSTRUCTION OR RECORDATION

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\04-Production\Engineering\Construction Drawings\Current Drawings\CEN22001-PL1.dwg, 8/30/2022 11:50:22 AM, Diana Doan

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

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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
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9	0049-00-004.01	C791-0000	MALCOLM RUSSELL & SHELIA RUSSELL	LDR
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13	0049-00-004.06	2003-0554	VAN NUYS	LDR
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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.

N
S

ROSELYN OFF-SITE PUMP STATION TO NW OF SITE FROM SEWER CONNECTION
SWMF (3.05 AC)
SS EASEMENT
S 68°09'28" E 1035.35'
EX. FENCE (N / PROPERTY LINE TYP.)
INTERMITTENT STREAM 60' STREAM BUFFER
JAMES W HELMS SR TRUSTEE PIN: 0049-00-03.00 PB: 0007 PG. 0009 ZONING: LDR
COBB RD COLLECTOR URBAN (60' R/W)
SWEET GUM RD LOCAL URBAN (50' R/W)
STORM OUTFALL STORM EASEMENT
WHITE ASH WAY LOCAL URBAN (50' R/W)
SWMF (1.42 AC)
N 57°52'14" E 1804.91'
PERENNIAL STREAM
100' STREAM BUFFER
APPROX. LOCATION OF POTENTIAL WETLANDS
SUSAN H CASKEY & JAMES W HELMS SR TRUSTEE PIN: 0049-00-001.00 ZONING: LDR
S 33°37'59" W 374.71'
START E CREEK PROPERTY LINE LG-1134
POST OAK RD LOCAL URBAN (50' R/W)
SWMF (2.65 AC)
POCKET PARK (0.67 AC)
POCKET PARK (0.58 AC)
POCKET PARK (0.24 AC)
POCKET PARK (0.20 AC)
SWMF (3.12 AC)
BLUE SKY RD LOCAL URBAN (50' R/W)
LUMPKIN RD LOCAL URBAN (50' R/W)
FIG TREE RD LOCAL URBAN (50' R/W)
MILLEDGE RD LOCAL URBAN (50' R/W)
COBB RD COLLECTOR URBAN (60' R/W)
SWEET GUM RD LOCAL URBAN (50' R/W)
BREAK FOR UTILITY EASEMENTS
5' SIDEWALK (TYP.)
8" W/L
8" SS
RCP SD
22' EP-EP
24' EP-EP
SHILOH COMMONS OFF SITE PUMP STATION TO EAST OF SITE FROM SEWER CONNECTION
SS EASEMENT
EX. PROPERTY LINE FOLLOWS E CLG SREEK (TYP.)
WILLIAMSON FARM LANE LLC PIN: 0049-00-004.02 ZONING: LDR
EX. PROPERTY LINE (TYP.)
INTERMITTENT STREAM 60' STREAM BUFFER

MATCH LINE - SEE SHEET PL-2

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

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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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. — CERTIFICATE OF AUTHORIZATION — C-0293

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

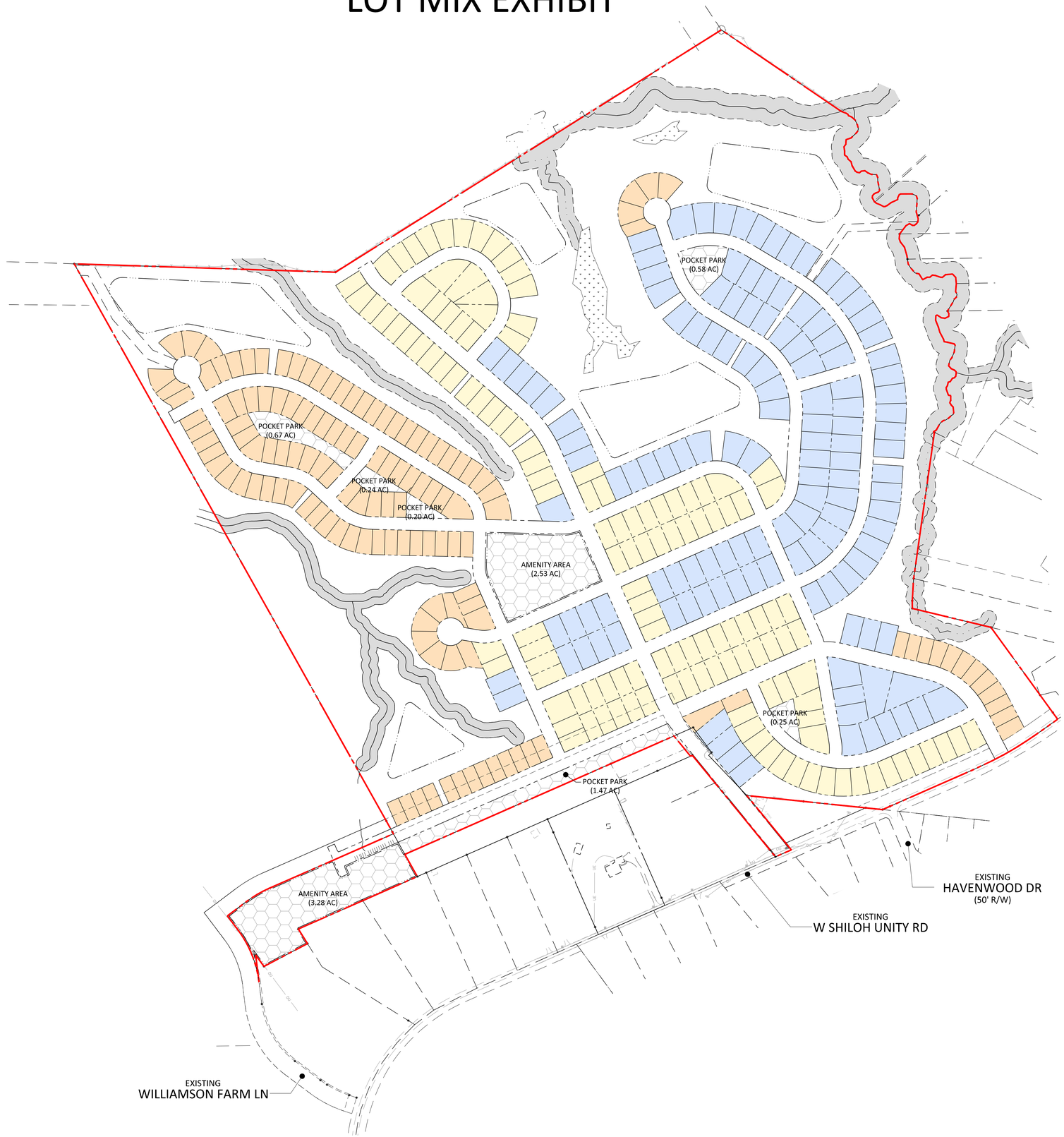
SHEET

PRELIMINARY PLAT SITE PLAN - N

PL-3

M:\Projects\CEN\CEN22001\04-Production\Engineering\Construction Drawings\Current Drawings\CEN22001-PL1.dwg, 8/30/2022 11:50:34 AM, Diana Doan

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
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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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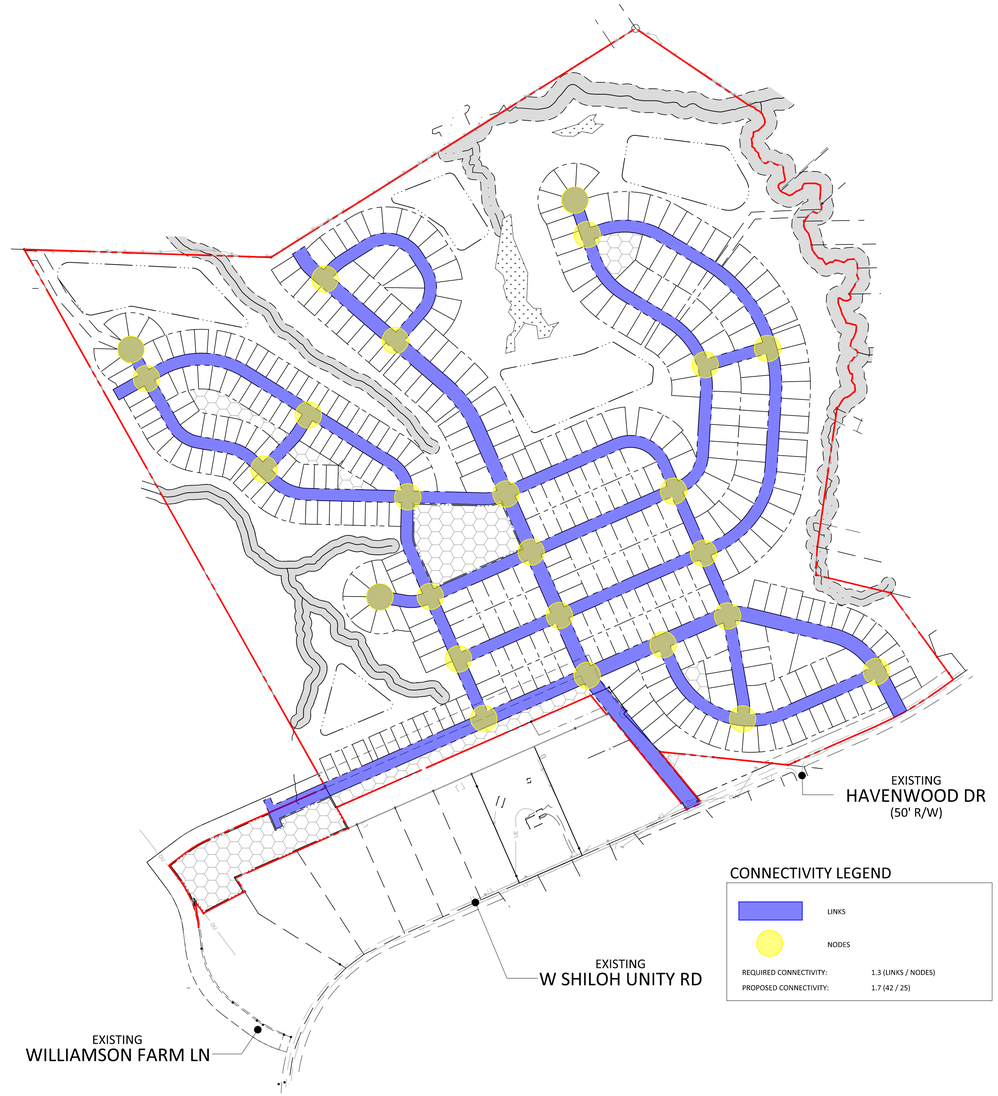
BUFFER EXHIBIT

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.

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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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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: 10/6/2022

Points to Consider:
The applicant submitted the proposed Development Agreement enclosed with this memo. 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 (10-5-2022), the TIA associated with this agreement is under review and has not been approved by the County's Traffic Engineering Consultant. The TIA was submitted to the county on 9-9-2022. The County's Consultant is not released to begin his review until the review fee is paid by the developer. The fee was paid to begin the 3rd party review on 9-27-2022.

ATTACHMENTS:

Description	Upload Date	Type
Draft Development Agreement	10/5/2022	Exhibit

----------(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:

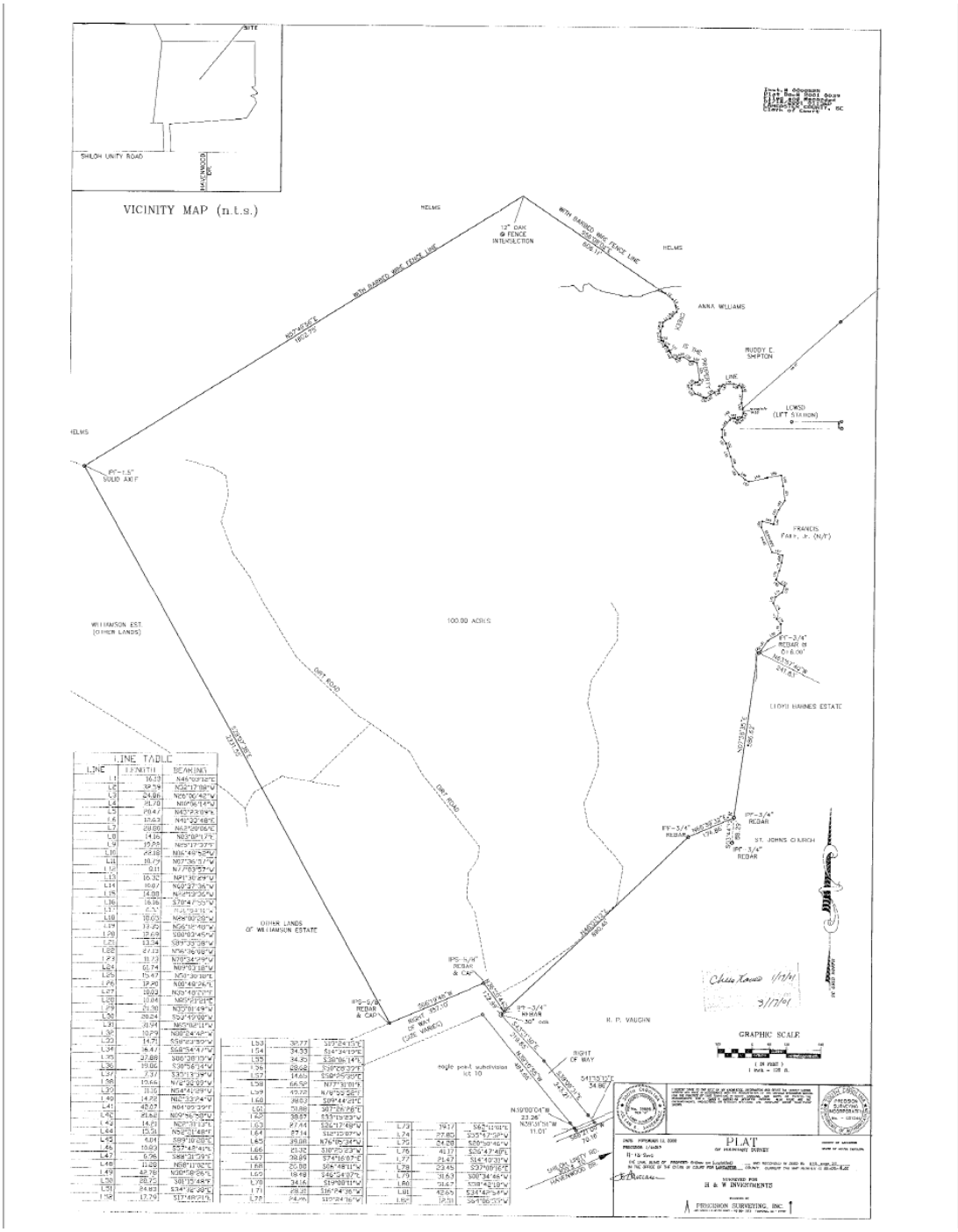
"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, fronting on the north side of West Shiloh Unity Road (Highway S-20-28) for a distance of 32.32 feet, containing 2.01 acres, being shown, described and designated on a plat 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.

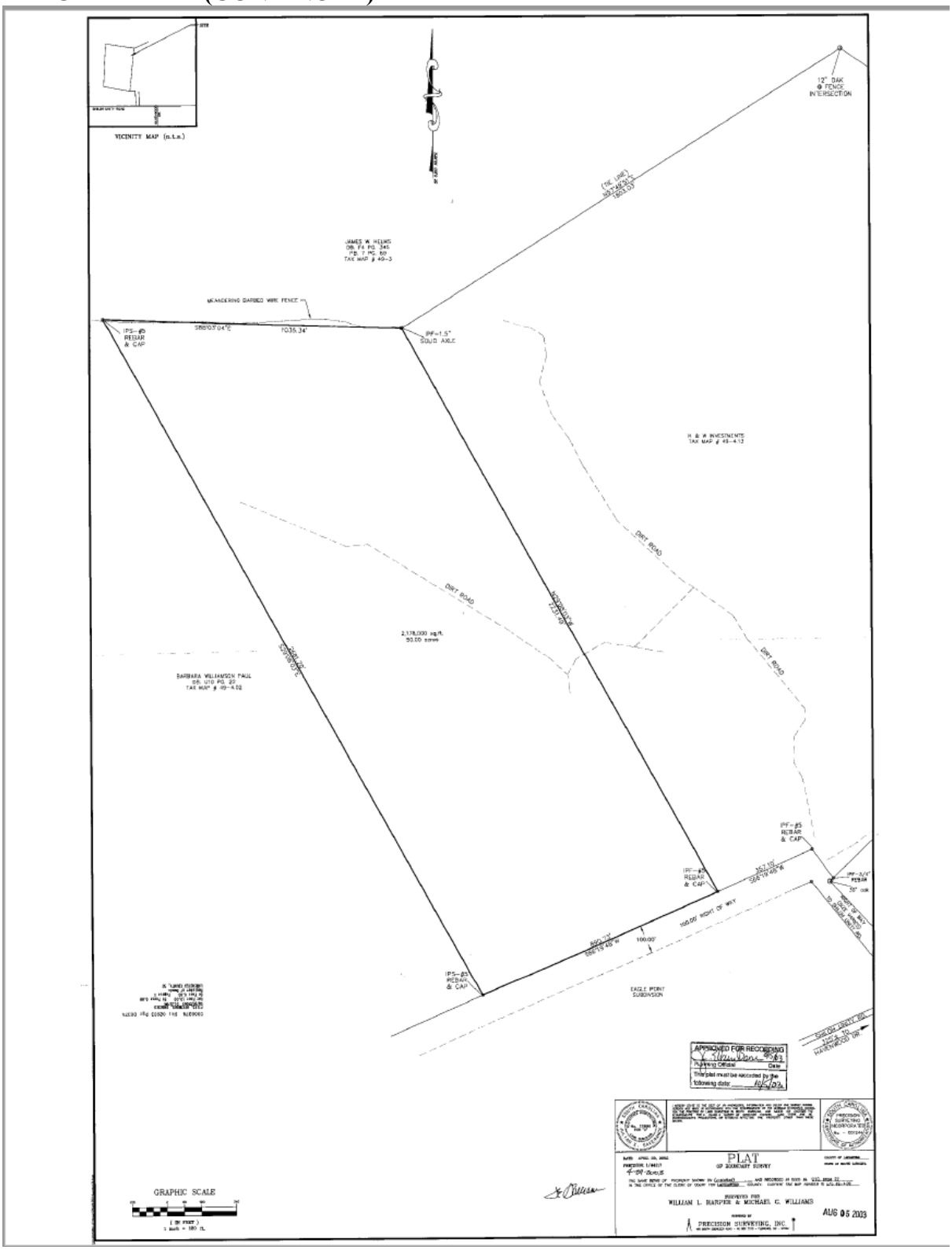
Exhibit A-2

Plat(s)

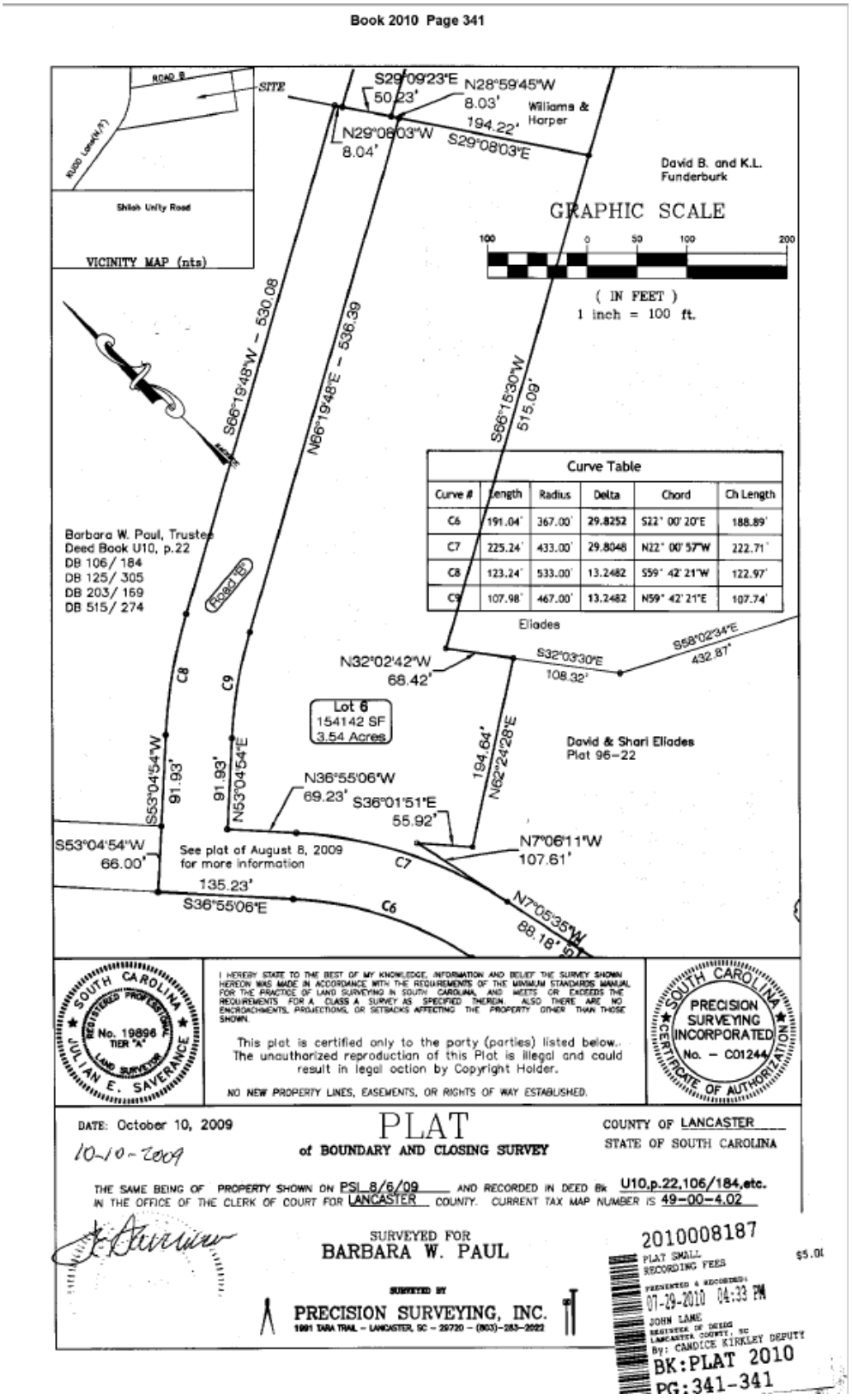
PARCEL 1 PLAT



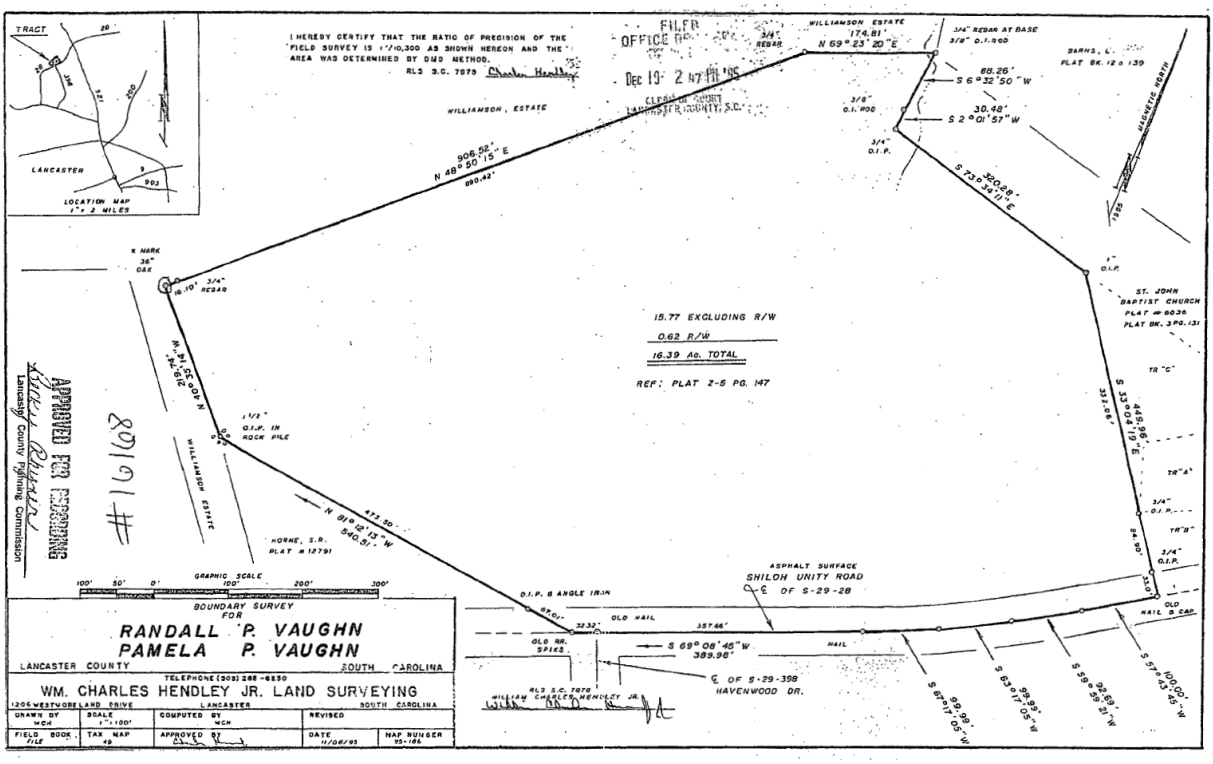
PARCEL 1 PLAT (CONTINUED)



PARCEL 2 PLAT



PARCEL 3 PLAT



PARCEL 4 PLAT

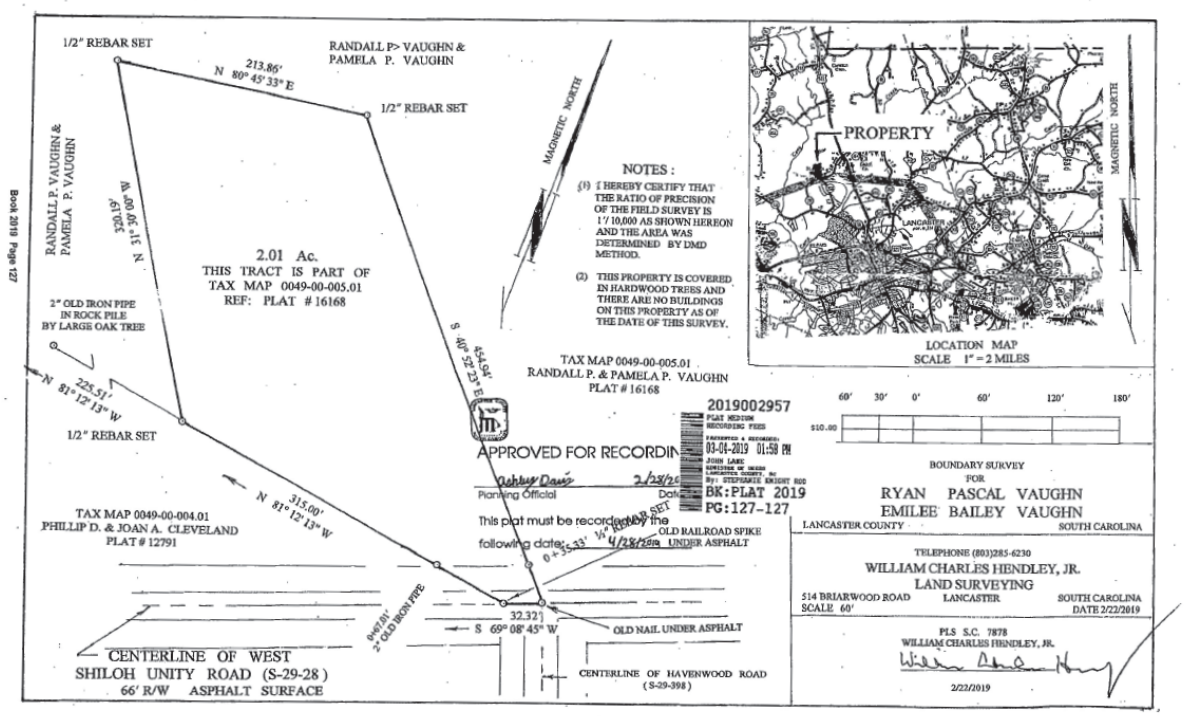


Exhibit B

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]

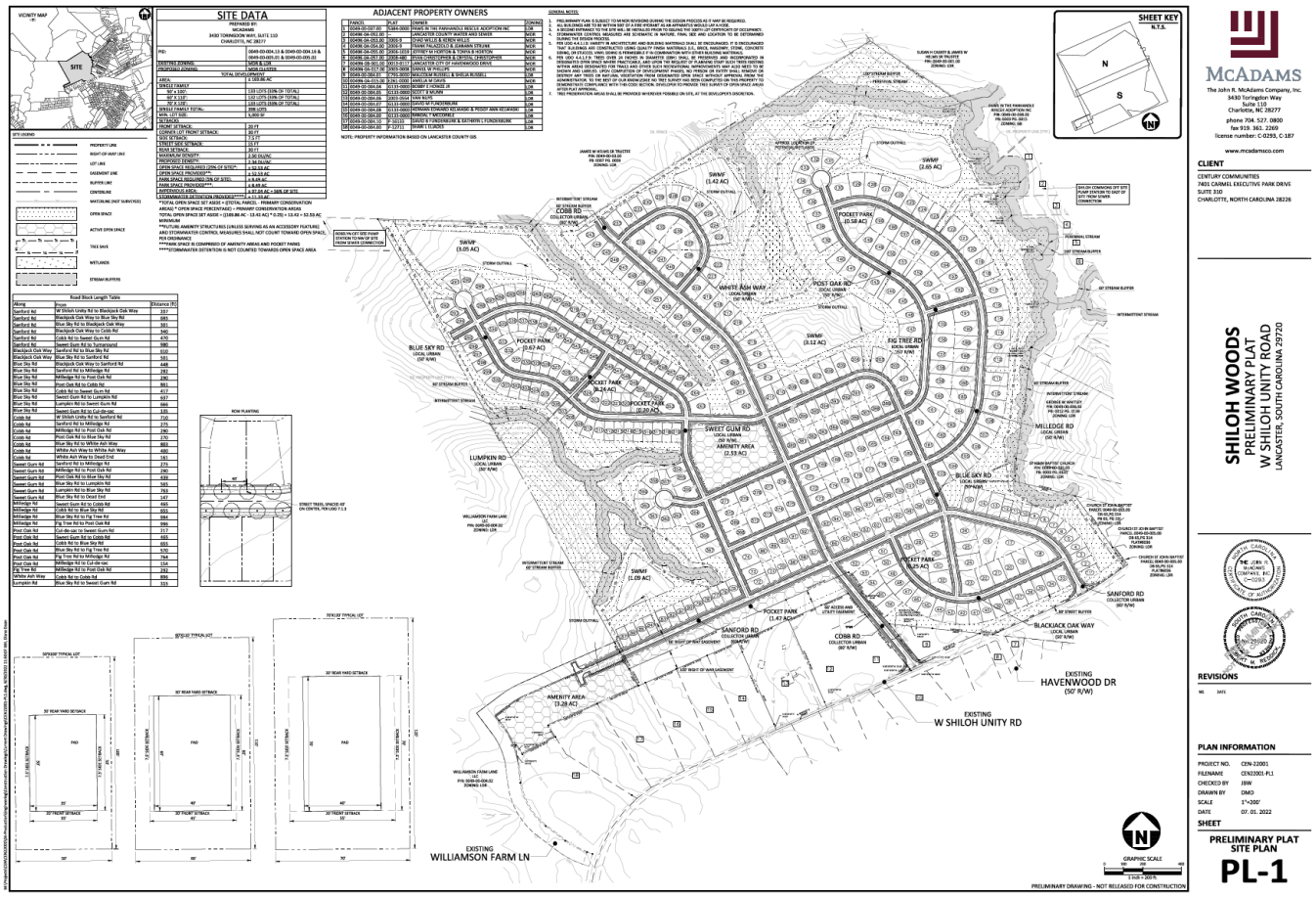


Exhibit C

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 CLREFIII Acquisitions aka Nisbet
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/6/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	10/4/2022	Exhibit
Location Map	10/4/2022	Exhibit
Exhibit 3: Concept Plan	10/5/2022	Exhibit

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**

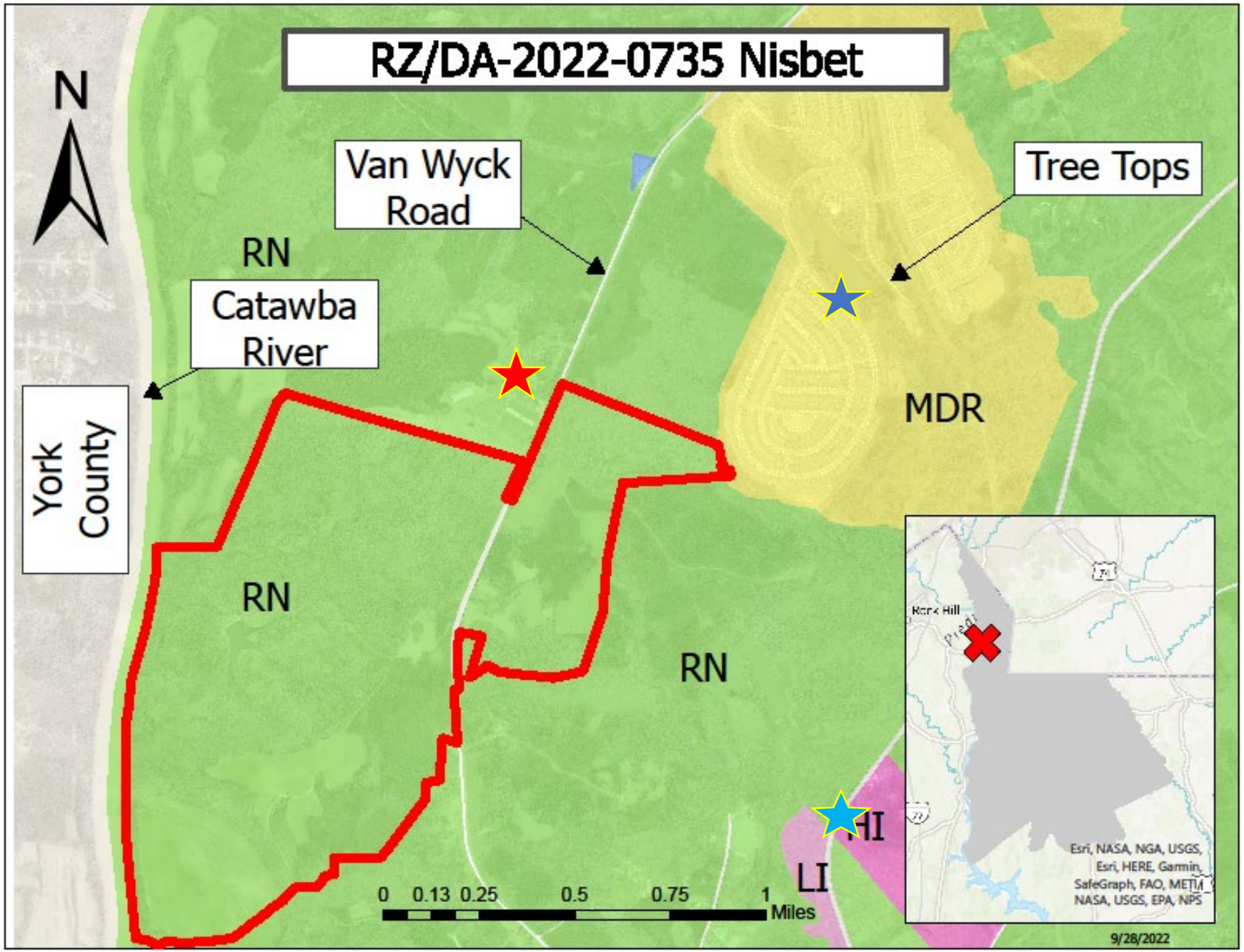
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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.

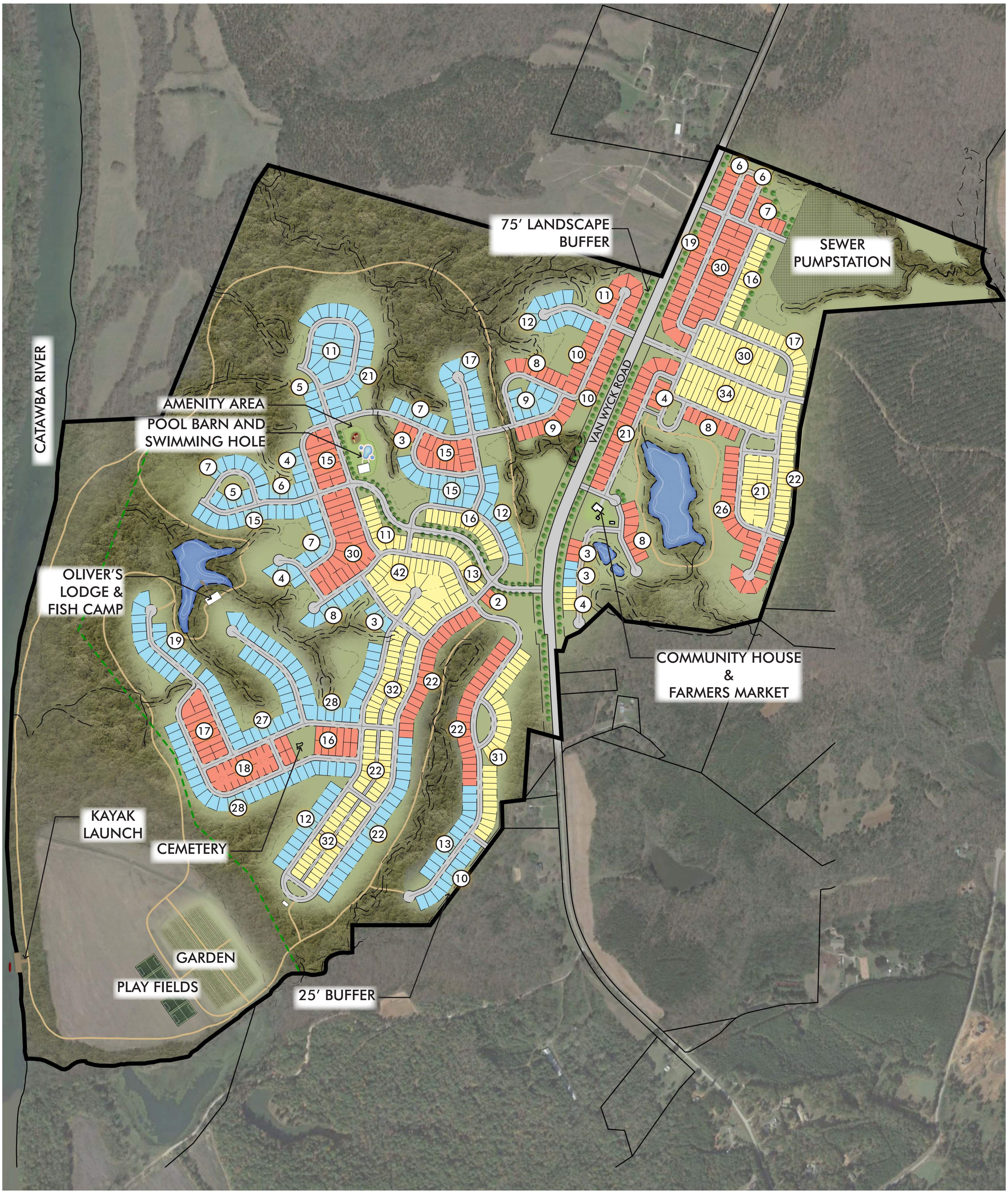


Lancaster County
South Carolina

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

Agenda Item Summary

Ordinance # / Resolution #: DA-2022-0735 CLREFIII Acquisitions aka Nisbet
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 10/6/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Draft Development Agreement	10/4/2022	Exhibit

----------(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.

Commented [A1]: Get confirmation from County.

(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 11/20, 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 thewaters 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.

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1357 DR Horton aka Asbury Lane
Contact Person / Sponsor: M. Blaszyk
Department: Planning
Date Requested to be on Agenda: 10/6/2022

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, which can be attached to the meeting agenda if requested. (See 9/21/2021 Planning Commission agenda).

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).

ATTACHMENTS:

Description	Upload Date	Type
Application	10/4/2022	Exhibit
Location Map	10/4/2022	Exhibit
Sketch Plan	10/4/2022	Exhibit

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 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	

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

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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

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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

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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 — 5-23-22

Print Name — Date

803-269-1375

Phone Number

pottsandpam@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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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

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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. 4-10-2023 SOUTH CAROLINA

Tara H Cooke 5/23/22

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

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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

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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:	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

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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	

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

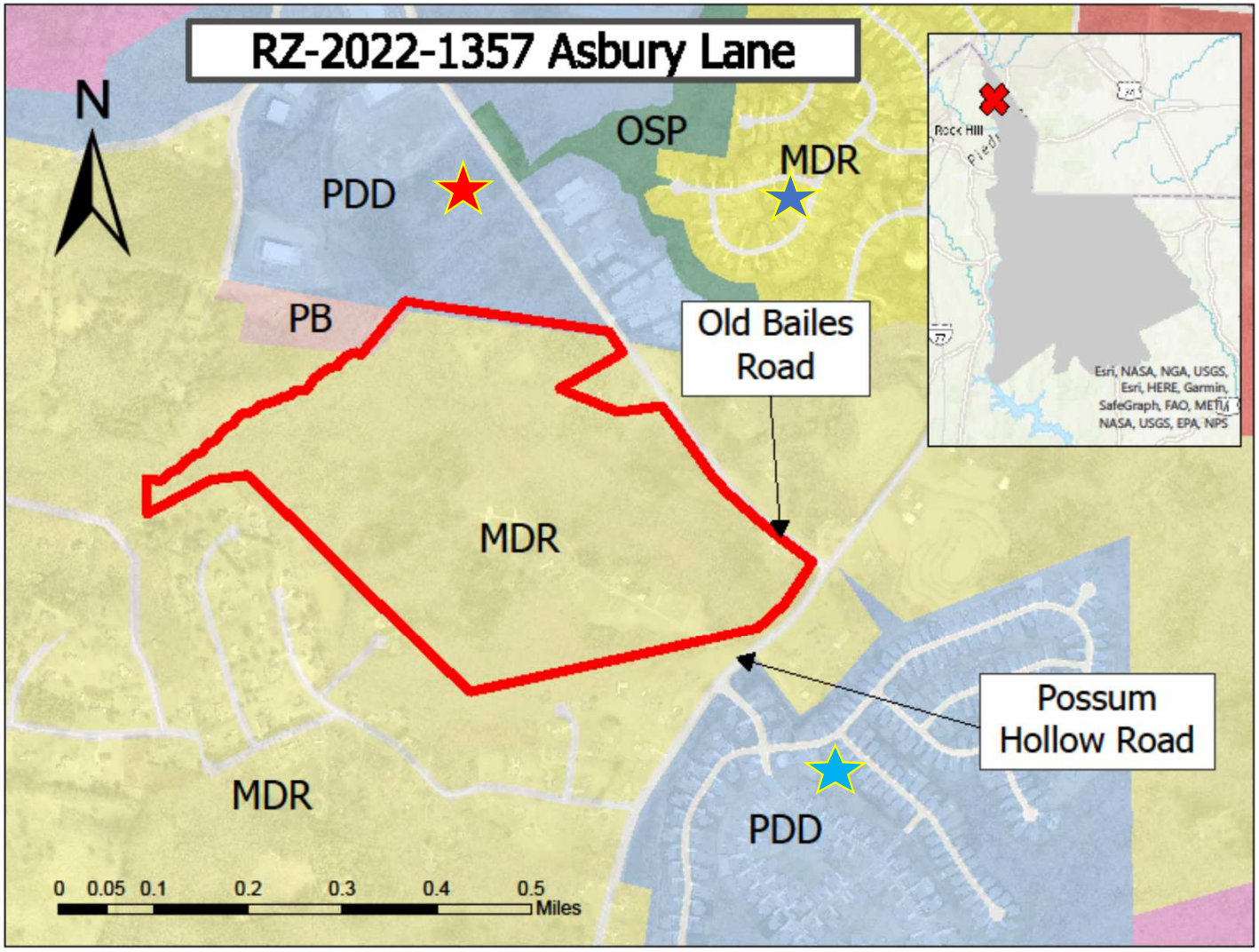
05/23/2022
Date

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

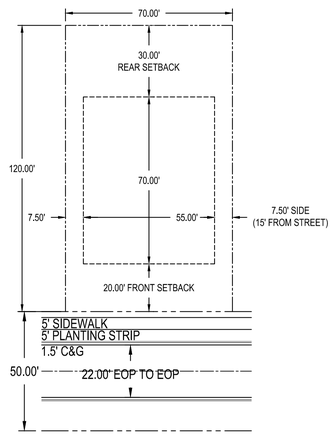
MAX. IMPERVIOUS AREA:	55% (52.71 AC)

PARKING

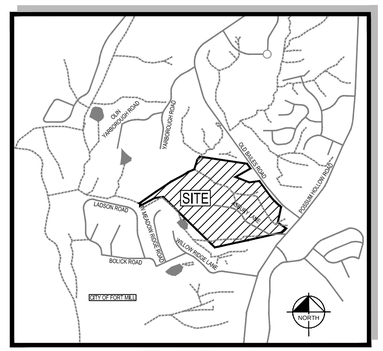
SPACES REQUIRED:	196 SPACES (196 UNITS x 1 SPACES\UNIT)
SPACES PROPOSED:	784 SPACES
GARAGE SPACES:	392 SPACES
DRIVEWAY SPACES:	392 SPACES

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

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: 10/6/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	10/4/2022	Exhibit
Location Map	10/4/2022	Exhibit
Exhibit 3: Proposed Plat	10/5/2022	Exhibit

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

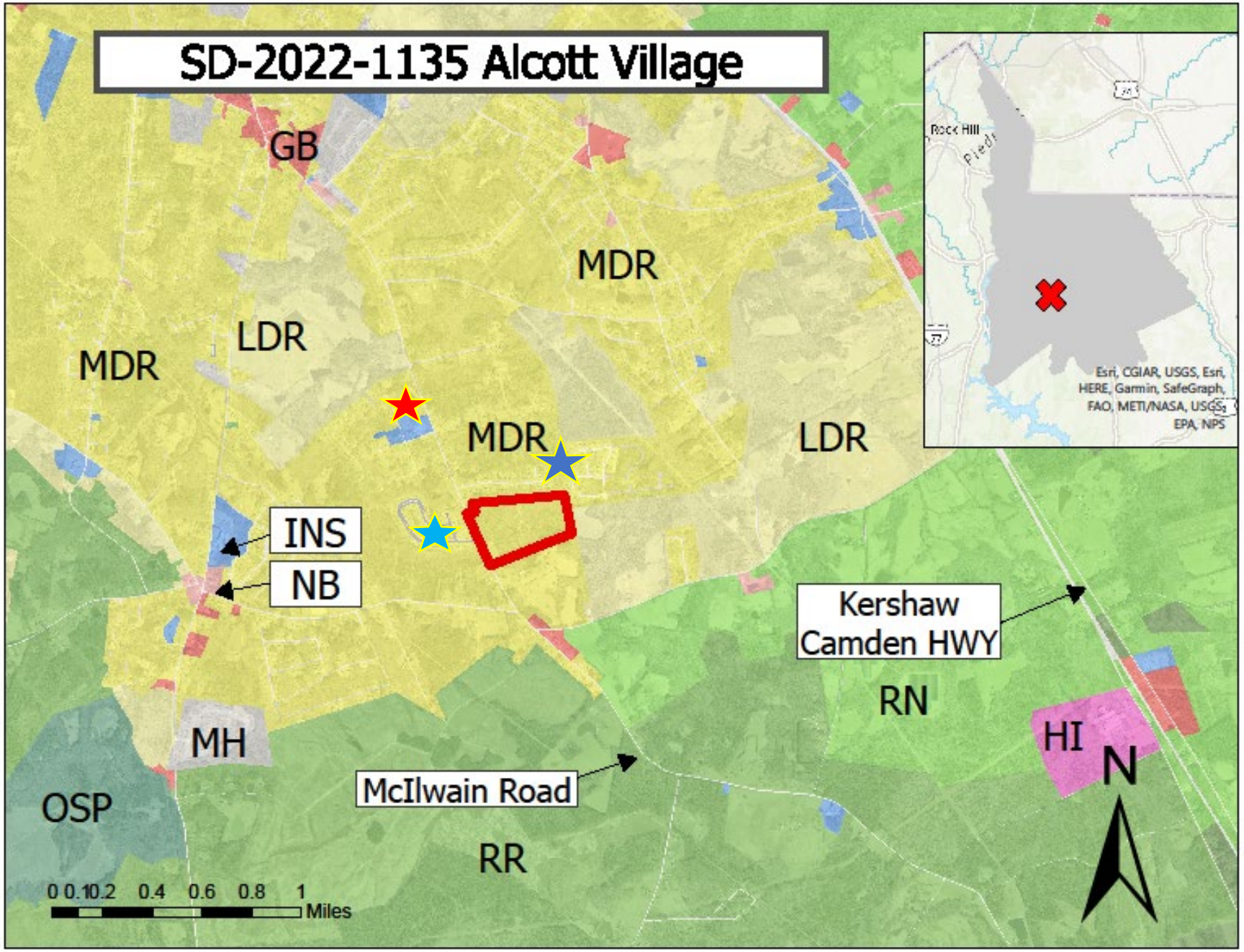
Owner Signature: Date: 7/30/2022

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.

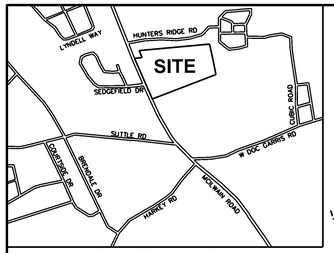


Lancaster County
South Carolina

Proposal:
Preliminary Plat

Legend:

- Subject Property
- Hunters Ridge
- Sherwood Baptist Church
- Sedgefield



VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT INFORMATION

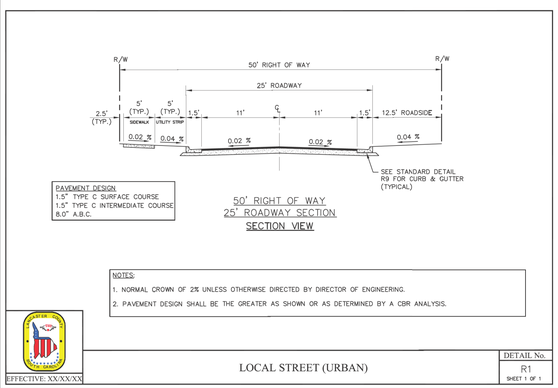
PROJECT NAME :	ALCOTT VILLAGE SUBDIVISION LANCASTER COUNTY , SOUTH CAROLINA
DEVELOPER :	McILWAIN HOLDINGS LLC. P.O. BOX 1609 MONROE NC 28111 PHONE : 336-707-9455 CONTACT : WILL DUKE
TAX I.D. :	0102-00-120.00
SITE ACREAGE :	51.28 ACRES
ZONING :	MEDIUM DENSITY RESIDENTIAL (MDR)
SCHOOL DISTRICT :	LANCASTER 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

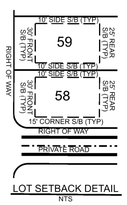
NOTES:
1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.

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		

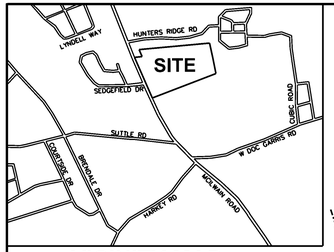
NOT FOR RECORDATION

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 – No. 18025 – CHRISTOPHER F. WOOD – PROFESSIONAL ENGINEER 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)

FRANK BUCHANNON &
PRISCILLA B. BUCHANNON
DB C 6 PG 5010
PB 10 PG 207
PARCEL ID – 0102-00-117.00

HUNTERS RIDGE SUBDIVISION
PB 9900 PG 698

HUNTERS RIDGE ROAD

EX. MH

6 FT WOOD
N 84°02'55" E
1954.33'

163.93' | 100.31' | 100.41' | 87.71' | 102.50' | 102.71' | 102.31' | 426.89' | 200.01' | 99.77' | 109.38' | 142.18' | 216.22'

41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25

SILVER FOX CIR

Tributary 1
644L x 3'W

Tributary 2
168L x 3'W

POND
1.68 AC.

30' SURFACE WATER BUFFER (TYP.)

N 24°12'22" W
210.30'

N 83°18'43" E
210.22'

MCILWAIN ROAD
66' R/W (45 MPH)

N 24°19'52" W
1223.87'

SIDEWALK (TYP.)

PRIMARY/CONSERVATION AREA

POND
0.68 AC.

Wetland 1
1.56 Acres

PARK
3.00 AC.

PLAY
FIELD

PARK BENCHES
AND FIRE PIT

NATURAL SURFACE WALKING TRAIL

S 12°58'49" E
237.84'

S 11°58'04" E
432.38'

189.14'
426.98'

HUNTERS RIDGE SUBDIVISION
PB 2006 PG 160

CHRISTOPHER A. HARPER
DB C 13 PG 116
PLAT 9714
PARCEL ID – 0102-00-122.00

S 68°19'12" W
1880.83'

DONNA H. HAGINS & LARRY C. HAGINS
DB 48 PG 284
PB 4 PG 284
PARCEL ID – 0102-00-121.00

ASPHALT
APRON W/
15" RCP

REGGIE J. PAYNE &
LIZ HELMS PAYNE
DB 139 PG 49
PB 2001 PG 730
PARCEL ID – 0102-00-126.00

NAD 83 (2011)

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 Engr:	JOEL E. WOOD & ASSOCIATES	SOUTH CAROLINA — JOEL E. WOOD & ASSOCIATES, L.L.C. No. COA1961 — CERTIFICATE OF AUTHORIZATION
Drawn By:	PLANNING • ENGINEERING • MANAGEMENT	SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 18025 — CHRISTOPHER E. WOOD
Checked By:	P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390	3/2/22
Review:		
Bid:		
Construction:		

PROJECT

ALCOTT VILLAGE SUBDIVISION

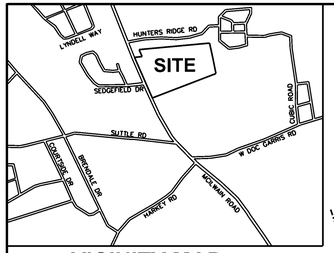
LANCASTER COUNTY, SOUTH CAROLINA
PREPARED FOR
McILWAIN HOLDINGS, LLC

SHEET TITLE

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.

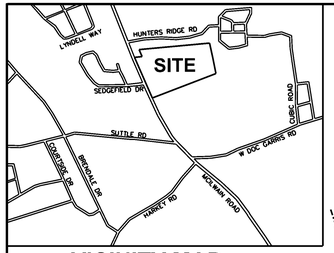
APPROVALS	PREPARED BY	SEALS
Project Engr: _____ Drawn By: _____ Checked By: _____ Review: _____ Bid: _____ Construction: _____	JOEL E. WOOD & ASSOCIATES PLANNING • ENGINEERING • MANAGEMENT P.O. BOX 296 CLOVER, SC 29710 (803) 684-3390	SOUTH CAROLINA JOEL E. WOOD & ASSOCIATES, L.L.C. No. C01961 CERTIFICATE 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. C01961 CERTIFICATE OF AUTHORIZATION SOUTH CAROLINA REGISTERED 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*