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

County Attorney
John K. DuBose III

Clerk to Planning Commission
Jennifer Bryan

Development Services Director
Rox Burhans

September 21, 2021	**6:00 PM**	**101 North Main Street Lancaster, SC 29720**

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

Planning Commission AGENDA

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

2. **Approval of the Agenda**

3. **Citizen's Comments**

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

4. **Approve Minutes**

   a. August 17, 2021 Regular Minutes

   b. September 2, 2021 Workshop Minutes

5. **Public Items**

   a. RZ-2021-1796, Strickland

   Application by Howard Strickland, Jr. to rezone a 0.36 acre parcel (TM 0062M-0C-004.00) located at 935 Winston Drive from General Business (GB) District to Medium Density Residential (MDR) District.

   b. RZ-2021-1679, Ranshaw

   Application by Steve Ranshaw on behalf of John Matthews, Inc., to rezone two parcels totaling approximately 4.79 acres (TMs 0007-00-014.00 & 0007-00-014.02) and located at 9596 & 9495 Yarborough Road, from Low Density Residential (LDR) District to Light Industrial (LI) District.

   c. RZ-2021-0847 D.R. Horton

   Proposed rezoning of 140.39 acres from LDR to MDR (Cluster Subdivision Overlay) for the purpose of developing a 283 lot subdivision.

Located at the intersection of Old Bailes Road and Possum Hollow Road (0007-00-015.00, 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06)

d. DA-2021-0847 D.R. Horton

Proposed Development Agreement for 140.39 acres requesting MDR (Cluster Subdivision Overlay) for the purpose of developing a 283 lot subdivision.
Located at the intersection of Old Bailes Road and Possum Hollow Road (0007-00-015.00, 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06)

e. RZ-2021-1361 McCarthy Development

Application by McCarthy Development Group to rezone approximately 23.77 acres from Low Density Residential (LDR) to Medium Density Residential (MDR). Located along the eastern side of Tillman Steen Road (0003-00-064.01, 0003-00-064.00, 00003-00-065.00, 0003-00-066.00).

f. DA-2019-0803 Taylor Morrison

Request by Taylor Morrison to amend an existing Development Agreement (Ord. 2014-1274) to reflect a decrease in acreage from 35.10 acres to 34.08 acres.

6. New Business

a. Overview of next month's Agenda

b. Other

7. Adjourn

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

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

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

Meetings are live streamed and can be found by using the following link: https://www.youtube.com/channel/UCgSlMrcYjcYcu1m-e6TV54w

Agenda Item Summary

Ordinance # / Resolution #: August 17, 2021 Regular Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
August 17, 2021 Regular Minutes	8/20/2021	Ordinance

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

MINUTES
Lancaster County Planning Commission
August 17, 2021 6:00 p.m.

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

Commissioners Present:

Tamecca Neely	James Barnett	Alan Patterson
Sheila Hinson	Charles Keith Deese	Clerk: Jennifer Bryan

Absent: Ben Levine

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

Staff Present:

Rox Burhans Katie See Robert Tefft

Also Present: Billy Mosteller, County Council member
Jamie Gilbert, Executive Director, LC Economic Development

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

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

2. APPROVE AGENDA

Chairman Deese called for a motion to approve the Agenda.
Motion to Approve by J. Barnett; 2nd by S. Hinson.
Called vote: 5-0. **Motion approved unanimously**.

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

Chairman Deese opened the floor to comments from the public. None signed in for comment.

4. APPROVE MINUTES

a. July 20, 2021 Regular Minutes

Chairman Deese called for a motion to approve July 20, 2021 Workshop Minutes as written. Motion to Approve by J. Barnett; 2nd by T. Neely.
Called vote: 4-0, S. Hinson abstaining**. Motion approved**.

b. August 5, 2021 Workshop Meeting

Chairman Deese called for a motion to approve August 5, 2021 Workshop Minutes as written. Motion to Approve by A. Patterson; 2nd by J. Barnett.
Called vote: 5-0. **Motion approved unanimously.**

5. PUBLIC ITEMS

a. SD-2020-2650 Redwood

Major Preliminary Plat consisting of 155 dwelling units (apartments) generally located at 10962 Harrisburg Road (TM #s 0003-00-040.07, 0003-00-040.14, 0003-00-040.01). The project is approximately 37.45 acres in size and is zoned Professional Business (PB) District.

Staff Presentation: Robert Tefft, Senior Planner, presented the application consistent with the staff report. Staff Recommendation: Approval, with condition that outstanding TRC/Evolve comments are addressed.
Questions to staff: none.

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

1. Email comment dated 8/16/2021 from **Bart & Beth Conner**, residents of Indian Land. (Against.) (See attachment, copy of Conner email)
2. **Elizabeth Howey**, resident. She and her husband are developers of Arbor Place and own property near proposed development. They are against the proposed development, due to concerns about traffic, inadequate entrance/exit, no connection to Barberville Road, and insufficient buffer between apartments and expensive single-family homes nearby.

Chairman Deese closed Public hearing.

Comment from applicant(s): **Daniel Hines**, Civil Engineer. Thanks the Commissioners and offers to answer questions.
Questions from Commissioners: none.

Chairman Deese and called for a motion on item **SD-2020-2650**. Initial motion by J. Barnett; Attorney Dubose asked for clarification as to whether the motion was meant to include conditions as stated by staff.
Amended motion to approve with stated conditions (see above) by J. Barnett; 2nd by T. Neely.

Item 5a: SD-2020-2650 continued:

Discussion: No comments or questions offered.

Called vote: 5-0. **Motion is unanimously approved.**
This item does not require a vote by County Council.

b. RZ-2021-0664 The Exchange
Application by Crosland Southeast to rezone approximately 130 acres generally located at 8918 Charlotte Highway (a portion of TM# 0010-00-029.00) from Light Industrial (LI) District to Mixed Use (MX) District. Presented conjointly with 5 c: Master Development Plan and 5d: Development Agreement.

Staff Presentation: Robert Tefft, Senior Planner, presented the application consistent with the staff report. A 28-acre segment of the property would remain zoned Light Industrial, adjacent to a neighboring LI parcel. Copies of 6 pages of elevation drawings/illustrations not included in the original agenda packet were provided to Commissioners (see attachment.) Staff Recommendation: Approval.
Questions to staff:
Commissioner Patterson expressed concern regarding how this proposed development would impact traffic on Highway 521.
Tefft responded that SCDOT would be the agency that would address those issues and developer is working with DOT, traffic consultant, and County Engineering to resolve.
Rox Burhans responded that a "Michigan left" was proposed as an alternative to another traffic signal on Highway 521.

Comment from applicant(s):

1. **Yates Dunaway** (Crosland Homes) stated that the County's traffic analysis consultant and SCDOT were still in negotiation regarding traffic impact and possible fixes for perceived problems. Has been working with LC Economic Development on the attached LI segment as proposed Indian Land Tech Park. **Jamie Gilbert** (LC Economic Development, Executive Director) explained that the proposed plan design specifically addressed infrastructure issues that would facilitate development of the neighboring Light Industrial parcel, which has been problematic due to constraints of wetlands and heelsplitter overlay.

Questions from Commissioners:
Chairman Deese asked about connectivity index. Tefft responded that the connectivity is 1.28, just shy of the desired 1.3 target, but if some functional aspects of street design are considered, the connectivity is 1.33. Taking into consideration the environmental constraints of the site, this was deemed satisfactory.
J. Barnett thanked the applicant and Mr. Gilbert for their work on the plan, and praised the intent to bring diversified industry to the County. The infrastructure access to the neighboring parcel alleviates his concern abut the loss of LI acreage.
Mr. Gilbert noted that Crosland had demonstrated its responsiveness to the County's concerns by purchasing the segment set aside for LI, which had not been part of the

Item 5b: RZ-2021-0664 continued

original plan. LC Economic Development also has plans to bring more proposals for rezoning parcels to LI, which will offset any loss of LI acreage under this project.

Commissioner Patterson referred to past problems with proximity of residential areas to the concrete plant; concerned that the proximity of Light Industrial to residential zones might a problem. Chairman Deese responded that the residential areas in this instance were there first. Mr. Tefft responded that restrictions on industrial uses were being incorporated into the development agreement, to address that specific concern.

Public Hearing: (See attachments: Sign-in Sheets). None signed in.
Chairman Deese closed Public hearing and called for a motion on item **RZ-2021-0664**.
Discussion between Mr. Barnett, Attorney DuBose, and Mr. Tefft determined that the condition stated by staff is applicable to the conjoined MX and DA items, not the rezoning item.
Motion to approve by J. Barnett; 2nd by S. Hinson.
Discussion: None offered.

Called vote: Patterson: Against Neely: Against
Barnett: For Hinson: Against
Deese: Against
Result: 1-4: **Motion is denied**.
Chairman Deese stated the item will go to County Council for consideration, and applicants will be notified of time and date.

Chairman Deese asked Attorney DuBose whether a vote on the two remaining conjoined items was moot. Attorney DuBose stated that in the interests of providing full information to Council, a vote on the conjoined items should be held.

c. MX-2021-0664 The Exchange

Application by Crosland Southeast to approve a Master Development Plan and Preliminary Plat for a proposed 720-unit residential (townhome/multifamily apartment) and 70,000 square foot nonresidential development, generally located at 8918 Charlotte Highway (a portion of TM# 0010-00-029.00). Presented conjointly with 5 b: Rezoning and 5d: Development Agreement.

Staff Presentation: Robert Tefft, Senior Planner, presented the application consistent with the staff report. Staff Recommendation: Approval with condition that final design of community spaces is consistent with staff recommendations.

Questions to staff: None.

Comment from applicant(s): **Yates Dunaway** (Crosland): Applicants have been fully responsive to all of concerns raised by staff, and would like more feedback to understand the Commission's decision.

Item 5c: MX-2021-0664 continued

Comments from Commissioners:
Chairman Deese stated that the Commission's decision is a recommendation to Council, and the final decision rests with that body.

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

Chairman Deese closed Public hearing and called for a motion on item **MX-2021-0664**. No motion offered. **Item denied by failure to generate a motion**.

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

d. DA-2021-0664 The Exchange

Application by Crosland Southeast to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 720-unit residential (5.5 dwelling units per acre) townhome/multifamily apartment and 70,000 square foot nonresidential development located on approximately 130 acres of land generally located at 8918 Charlotte Highway (a portion of TM# 0010-00-029.00). Presented conjointly with 5 b: Rezoning and 5c: MX Master Plan.

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

Questions to staff: none.
Comment from applicant(s): no additional.
Questions from Commissioners: none.

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

Chairman Deese closed Public hearing and called for a motion on item **DA-2021-0664**. Motion to approve by T. Neely; 2nd by S. Hinson.

Discussion:

T. Neely stated that her primary concern was traffic impact; the County's infrastructure has not kept pace with development and until traffic issues can be addressed, she cannot support another proposal with such large numbers of new residents.

Rox Burhans stated that in the interests of providing both the applicant and Planning Staff a basis for discussions with County Council, comment from the Commissioners about their concerns would be helpful.

C. Deese affirmed that traffic congestion in the area of the proposed development was a concern to him as well; and the need to reserve districts for non-residential development.

A. Patterson reiterated his concern regarding traffic impact, and stated that he would have preferred to see more definite solutions regarding traffic in the plan, recommends defining those plans before going to Council.

Item 5d: DA-2021-0664 continued

Called vote: Patterson: Against Neely: Against
Barnett: For Hinson: Against
Deese: Against
Result: 1-4: **Motion is denied**.

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

e. RZ-2021-1666 Mark Bridges
Proposed rezoning from GB to MDR (TM# 0109-00-086.00). Property is approximately 0.46 acres in size.

Staff Presentation: Katie See, Senior Planner, presented the application consistent with the staff report. Staff Recommendations: Approval.
Questions to staff: none.
Comment from applicant(s): not present.
Questions from Commissioners: none.
Public Hearing: (See attachments: Sign-in Sheets). None signed in.

Chairman Deese closed Public hearing and called for a motion on item **RZ-2021-1666.**
Motion to approve by S. Hinson; 2nd by A. Patterson.
Discussion: None offered.
Called vote: 5-0. **Motion is unanimously approved**.

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

6. NEW BUSINESS

a. **Overview of Next Month's Agenda(s)** (Rox Burhans)

Workshop: consultants White & Smith will present phase I assessment of current UDO. Staff will provide documents to Commissioners well in advance, as soon as they are made available.
Regular Meeting: 4 rezoning applications; one is a cluster subdivision project (Asbury Lane) accompanied by a Development Agreement.

b. Other:
Senior Planner Katie See has accepted an offer in West Virginia and will be leaving the Lancaster Planning Department.

7. ADJOURN
Motion to adjourn by J. Barnett; 2nd by S. Hinson. Motion was unanimously approved. Meeting adjourned at 7:02 pm.

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 3: **CITIZENS' COMMENTS: GENERAL**

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 17, 2021 at 6:00 PM

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

PLEASE PRINT

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Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign-In Sheet

Item 5a: SD-2020-2650 Redwood

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 17, 2021 at 6:00 PM

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

PLEASE PRINT

1. Email from Bart & Beth Conner 8/16/2021 Against proposed development.
2. Elizabeth Howey Against proposed development
3.
4.
5.

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5b: RZ-2021-0664 The Exchange (Rezoning)
Item 5c: MX-2021-0664 The Exchange (MX Master Plan)
Item 5d: DA-2021-0664 The Exchange (Development Agreement

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 17, 2021 at 6:00 PM

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

PLEASE PRINT



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Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign-In Sheet

Item 5e: RZ-2021-1666 Mark Bridges

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 17, 2021 at 6:00 PM

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

PLEASE PRINT

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From: Sherrie Simpson
To: Rox Burhans; Katie See; Robert Tefft; Ashley Davis; Jennifer Bryan
Subject: FW: [EXTERNAL] Proposed Subdivision 10962 Harrisburg Road - Redwood Subdivision
Date: Tuesday, August 17, 2021 9:25:59 AM
Attachments: LCLogo_62b25c5c-bf0a-40de-bbf8-a6a94abd7fa611.png

Good morning:

Please see the comment below that needs to be acknowledged tonight at the Planning Commission meeting.

Thanks,
Sherrie

Lancaster County
South Carolina
www.mylancastersc.org

Sherrie Simpson, *Clerk to Council*
County Council

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

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

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

From: beth conner <elizabethgconner@gmail.com>
Sent: Monday, August 16, 2021 10:55 PM
To: Sherrie Simpson <SSimpson@lancastersc.net>; Brian Carnes <briancarnes@lancastersc.net>; Terry Graham <TGraham@lancastersc.net>; Billy Mosteller <BMosteller@lancastersc.net>
Subject: [EXTERNAL] Proposed Subdivision 10962 Harrisburg Road - Redwood Subdivision

THIS IS AN EXTERNAL E-MAIL — Use caution when clicking on links as they could open malicious websites.
—IT Helpdesk, support.lancastercountysc.net

Dear Board Members

I am not able to attend the meeting but ask that my voice be heard on the development proposed on the corner of Harrisburg and Barberville Road. The apartments are projected to go beside of my residential home.

While there are many factors as to why this should not be approved such as traffic, accidents, and

wildlife. The number one reason is the infrastructure. Indian Land is not prepared or ready for the growth that you have already approved.

I encourage you to read the Indian Land, SC Facebook page from Monday August 16th and the parents that did not have their children arrive on the school bus until 6:28pm and the bus had to go back to the school to pick up more children that were still waiting to go home. The parents that had been waiting over 90 minutes to pick up their children from school but could not get there due to traffic, students that were being forced to stand in the rain to wait on those parents, I encourage you to view the accidents that occur on Harrisburg and Barberville Road. Look at the roads and how they are structured - Harrisburg Road is no longer the "backroad alternative" to Lancaster Highway, Barberville is the no longer the "backroad" from FM to Charlotte. These "backroads are no longer backroads they are highly traveled roads. I encourage you to read the comments of these parents - these people may or may not live near the proposed development on Harrisburg and Barberville Road but their voices need to be heard because their children are suffering due to decisions that you are making for their community. In this Facebook group it shows where IL Elementary hired an outside traffic management firm to conduct the best route for traffic. This proves that Indian Land is not equipped to handle the growth that you are approving.

I understand this developer is stating that these homes will not be marketed to families. I do not see that this is a 55 and older community therefore if they deny families with children this is discrimination.

I would assume that prior to approval you have done a study of the number of cars that travel Harrisburg Road. With over 200 homes entering Harrisburg Road that is already well traveled is going to cause more accidents. Access has to also be on Barberville Road for this community. One roadway is not enough to handle the apartments that are proposed. This does not take into account the new subdivision that is under way just a mile down the road with over 200+ homes.

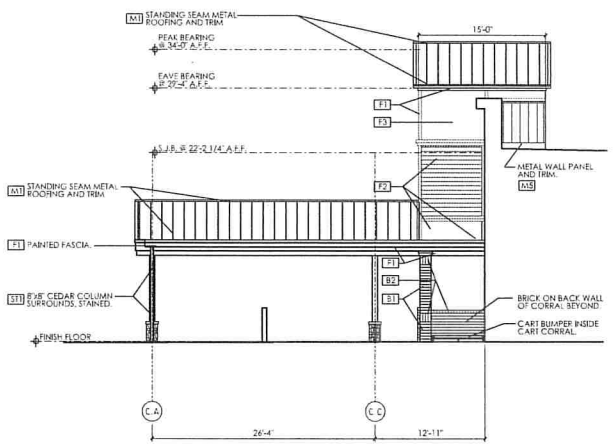
If you choose to continue to overpopulate the area at a high growth I ask that you please keep a 200 foot wooded buffer between the established homes that moved here for residential not apartment living. I also ask that another entrance be placed on Barberville Road.

I encourage board members that do not live in this area to truly educate yourself and listen to the voice of those that live here. The growth has to stop so infrastructure can catch up. Look at the growth from neighboring counties and how they have adjusted - good and bad to help. Just an idea between IL and FM. Just looking at the population compared to the growth of schools, road improvements there is huge difference but not large differences in numbers of population.
Indian Land according to Wikipedia June 2021 - population **28,866**
https://en.wikipedia.org/wiki/Indian_Land,_South_Carolina
Fort Mill Wikipeida July 2021 - population **22,284 -**
https://en.wikipedia.org/wiki/Fort_Mill,_South_Carolina

In case you don't have Facebook some quotes from families in one day about the schools and traffic.

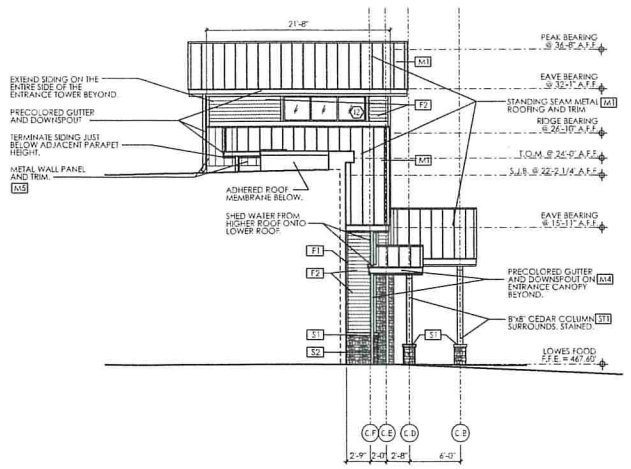
"my kids left Harrisburg Road at 8:10 today and were late to school at the high school, which started at 9:10"
HS son called saying they are est 1.5 to 2 hours to get him home
I called the school at precisely 3:00 and suggested nicely that they start dismissing students then to get traffic moving
I waited about an hour and a half as well. I live 10 minutes form the school.
Welcome to Indian Land lol. And it gets worse every year the more they keep building.
Yes it is, and it's only going to get worse. They're continuing to stack neighborhoods and apartment complexes right on top of each other and this area most certainly is not equipped to handle this many people so welcome to your new normal. They need to be more worried about expanding the roads, building more schools, and shops but they're obviously not.
If they approved all the houses and apts to be built, then should've had plans ready for all the traffic. smh
Stop building if you're not gonna put them tax dollars back to adjust the growth.
They let out at 2. We didn't pull into the driveway until 4:10
My wife just had to call 911. A major accident in front of her. This absolutely insane! I saw another accident this morning. This is not safe for anyone
No infrastructure and too many people here equals disaster!

--
Thank you,
Bart and Beth Conner



A5.1 .4 PARTIAL RIGHT ELEVATION

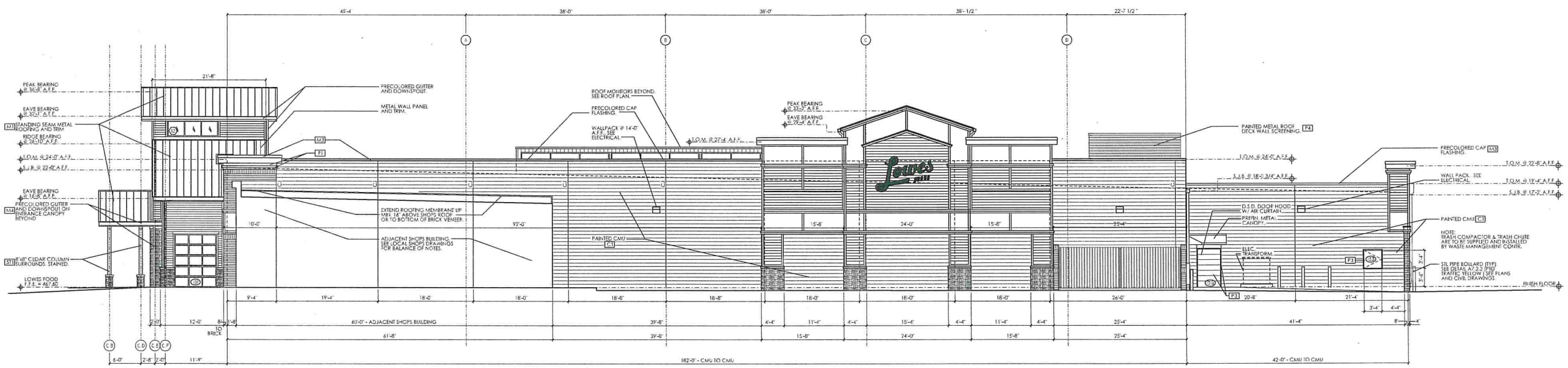
SCALE: 1/8" = 1'-0"



A5.1 .3 PARTIAL LEFT ELEVATION

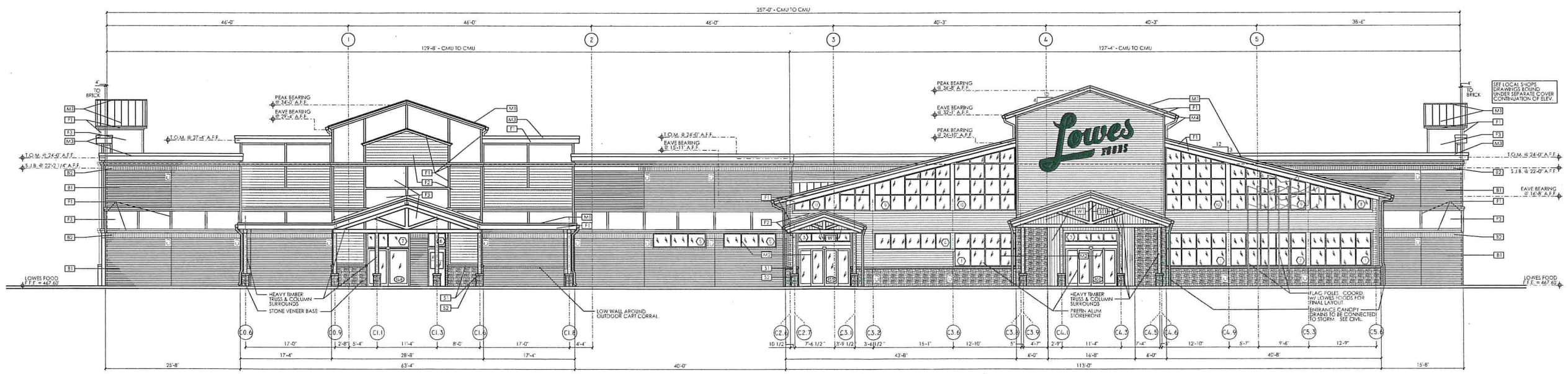
SCALE: 1/8" = 1'-0"

EXTERIOR FINISH LEGEND			
	PRODUCT	MANUFACTURER	
B1	UTILITY BRICK VENEER; FIELD COLOR	TRIANGLE BRICK; CASTLEPOINT	USE MATCHING COLORED MORTAR
B2	UTILITY BRICK VENEER; ACCENT COLOR	TRIANGLE BRICK; CAMDEN	USE MATCHING COLORED MORTAR
C1	PAINTED SMOOTH FACE CMU	PAINTED P3	
F1	FIBER-CEMENT TRIM	HARDIETRIM; VET SECTIONS FOR TRIES, PAINTED WHITE-P1	
F2	FIBER-CEMENT LAP SIDING; 05.6IN	HARDIEPANEL; SELECT CEDARMILL PAINTED P2	
F3	FIBER-CEMENT PANEL; SMOOTH FINISH	HARDIEPANEL; SMOOTH; PAINTED P3	
S1	STONE - WATERTABLE CRYSTAL WHITE	ROCKCAST; SL-350 OR EQUAL	
S2	CAST STONE VENEER	LAMINA BY ARTESAN; COLOR: AVONDALE	USE MATCHING COLORED MORTAR
W1	EXTERIOR TOS RECLAIMED WOOD BEAM - VERTICAL	STAINED -ST1	
M1	PRE-COLORED METAL ROOFING AND TRIM	METAL ROOFING SYSTEMS; PATINA GREEN	
M2	STOREFRONT, STOREFRONT AND SLIDING DOORS	TO MATCH PATINA GREEN; SEE BID DOCUMENTS	
M3	PRE-COLORED FLASHING, TRIM, GUTTER, ETC.	WHITE, TO MATCH P1	
M4	PRE-COLORED GUTTER & DOWNSPOUT	TO MATCH M1	
M5	PRE-COLORED METAL WALL AND ROOF PANEL	METAL ROOFING SYSTEMS; MULTI-RIB PANEL - WHITE	
P1	WHITE	SHERWIN-WILLIAMS	
P2	COMPATIBLE CREAM; SW6387	SHERWIN-WILLIAMS	
P3	VANILLIN; SW6371	SHERWIN-WILLIAMS	
P4	TO COORDINATE WITH BRICK - B1	SHERWIN-WILLIAMS	
ST1	SUPERDECK SEMI-TRANSPARENT STAIN	SHERWIN-WILLIAMS; TIMBERWOOD - 2215	



A5.1 .2 RIGHT ELEVATION
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



A5.1 .1 FRONT ELEVATION
EAST ELEVATION

SCALE: 1/8" = 1'-0"

bai - ARCHITECTS
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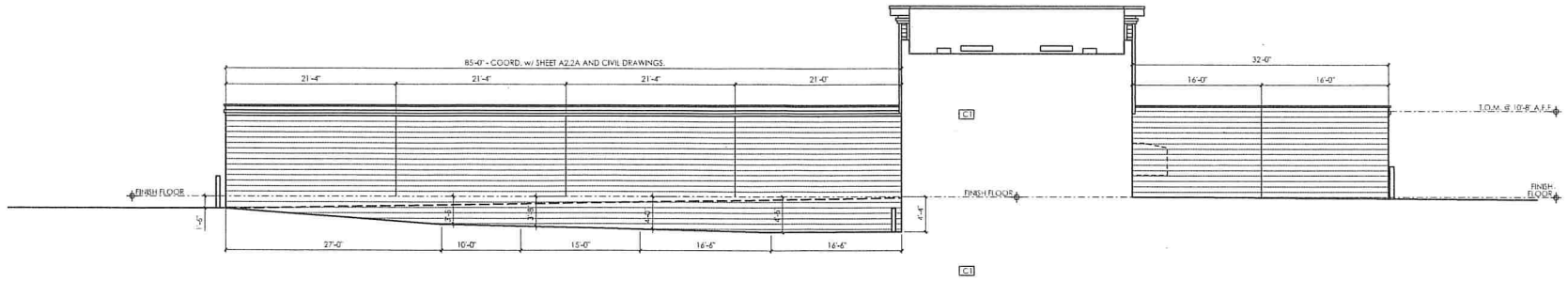
NO.	COMMENTS/REVISIONS	DATE
	PRELIMINARY ELEVATION SUBMITTAL	07/19/21

EXCHANGE AT INDIAN LAND
CHARLOTTE HIGHWAY

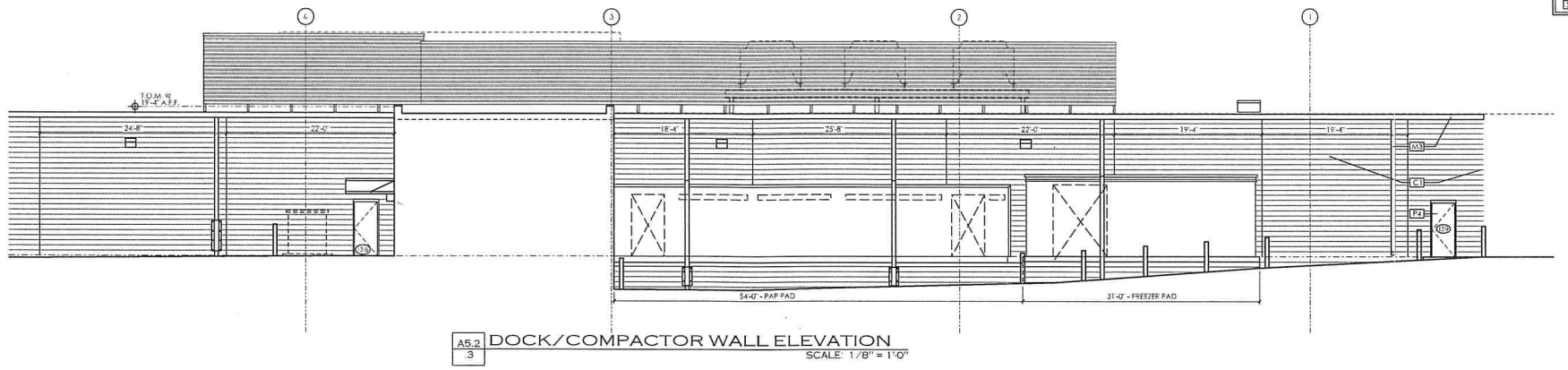
Lowes HOME IMPROVEMENT

NOT RELEASED FOR CONSTRUCTION

A5.1

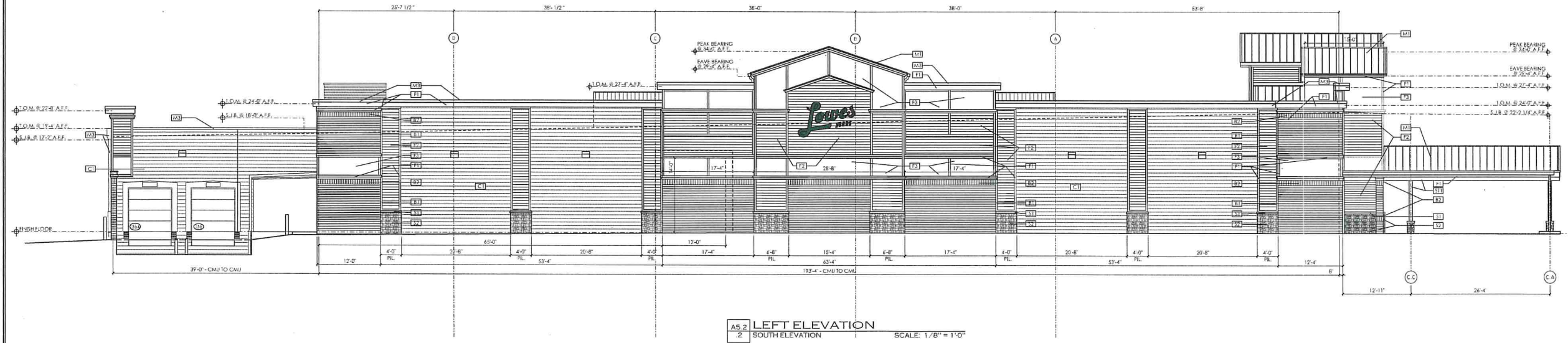


A5.2 .4 DOCK/COMPACTOR WALL ELEVATION
SCALE: 1/8" = 1'-0"

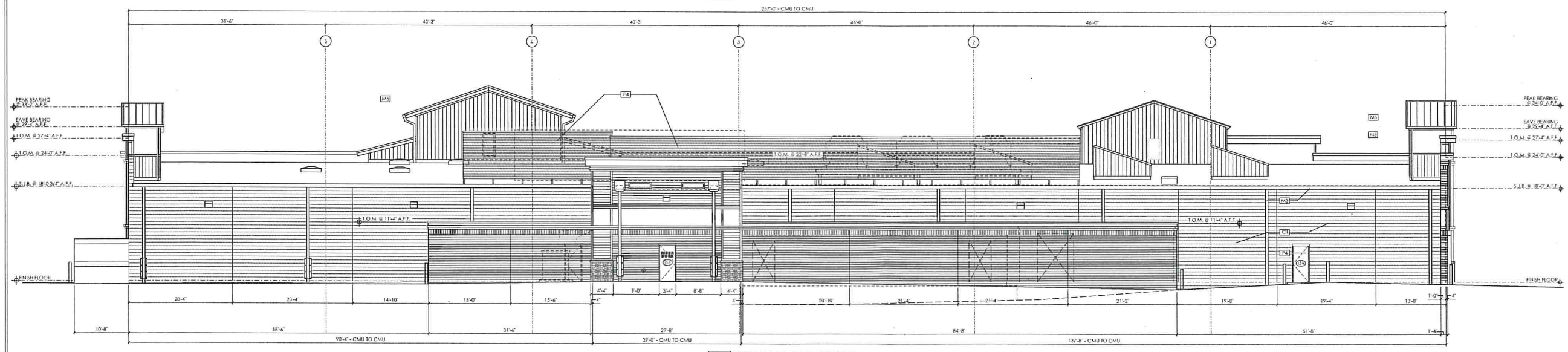


A5.2 .3 DOCK/COMPACTOR WALL ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR FINISH LEGEND		
PRODUCT	MANUFACTURER	
B1	UTIBRY BRICK VENEER, FIELD COLOR	TRIANGLE BRICK - CASTLESTONE — USE MATCHING COLORED MORTAR
B2	UTIBRY BRICK VENEER, ACCENT COLOR	TRIANGLE BRICK - CAMDEN — USE MATCHING COLORED MORTAR
C1	PAINTED SMOOTH FACE CMU	PAINTED P.3
F1	FIBER-CEMENT TRIM	HARDIETRIM, SEE SECTIONS FOR SIZES, PAINTED WHITE-P.1
F2	FIBER-CEMENT LAP SIDING, GRAIN	HARDIEPANEL, SELECT CEDARMILL, PAINTED P.2
F3	FIBER-CEMENT PANEL, SMOOTH FINISH	HARDIEPANEL, SMOOTH, PAINTED P.3
S1	SECTRA - WATERTABLE CRYSTAL WHITE	ROCKCAST, SL-350 OR EQUAL
S2	CAST STONE VENEER	LAMINA BY ARTISAN, COLOR: AVONDALE — USE MATCHING COLORED MORTAR
W1	EXTERIOR T1G RECLAIMED WOOD SIDING - VERTICAL	STAINED -ST1
M1	PRE-COLORED METAL ROOFING AND TRIM	METAL ROOFING SYSTEMS, PATINA GREEN
M2	ALUMINUM STOREFRONT AND CURTAINWALL SYSTEM	TO MATCH PATINA GREEN (SEE BID DOCUMENTS)
M3	PRE-COLORED FLASHING, TRIM, GUTTER, ETC.	WHITE, TO MATCH P.1
M4	PRE-COLORED GUTTER & DOWNSPOUT	TO MATCH M1
M5	PRE-COLORED METAL WALL AND ROOF PANEL	METAL ROOFING SYSTEMS, MULTIRIB PANEL - WHITE
P1	WHITE	SHERWIN-WILLIAMS
P2	COMFORTABLE CREAM, SW6387	SHERWIN-WILLIAMS
P3	VANILLIN, SW6371	SHERWIN-WILLIAMS
P4	TO COORDINATE WITH BRICK - B1	SHERWIN-WILLIAMS
ST1	SUPERDECK SEMI-TRANSPARENT STAIN	SHERWIN-WILLIAMS, LIMEWOOD - 9215



A5.2 .2 LEFT ELEVATION — SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



A5.2 .1 REAR ELEVATION — WEST ELEVATION
SCALE: 1/8" = 1'-0"

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EXCHANGE AT INDIAN LAND
CHARLOTTE HIGHWAY

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A5.2


Lowes
FOODS



3 story unit - elevation A



4 story unit - elevation C



Clubhouse - elevation C

Hudson at MetroWest
Crossland SE
architecture | interiors | planning

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704.333.0325
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KEY MAP

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ENGINEER REG.# DATE

NOT FOR CONSTRUCTION

PROJECT

THE EXCHANGE AT INDIAN LAND

CROSLAND SOUTHEAST (C4 INVESTMENTS, LLC)

8918 CHARLOTTE HIGHWAY, INDIAN LAND, SC

PROJECT ADDRESS

LANDDESIGN PROJ# 1020011

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
	—	

DESIGNED BY LD
DRAWN BY LD
CHECKED BY LD

SCALE

VERT. N/A
HORZ. AS NOTED

SHEET TITLE

MULTI-FAMILY ARCHITECTURAL ELEVATIONS

SHEET NUMBER

C9-00

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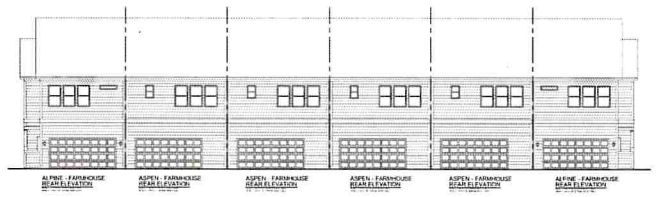
ORIGINAL SHEET SIZE: 30" X 42"



Left Elevation



Front Elevation



Rear Elevation



Right Elevation

taylor morrison

KSE ENGINEERING

24'- 6 UNIT FARMHOUSE

PLAN NAME

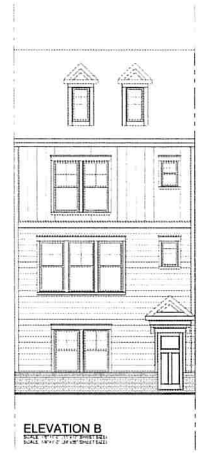
DIVISION CHARLOTTE

COMMUNITY FARM

SHEET 24'-6



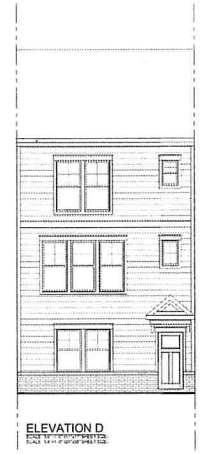
ELEVATION A



ELEVATION B



ELEVATION C



ELEVATION D

INDIAN TRAIL ELEVATIONS — TAYLOR MORRISON - CHARLOTTE

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ELEVATION A ELEVATION D ELEVATION C ELEVATION B

FRONT ELEVATION - 4 UNIT BUILDING

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ELEVATION A ELEVATION B ELEVATION C

FRONT ELEVATION - 3 UNIT BUILDING

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PROJECT

THE EXCHANGE AT INDIAN LAND

CROSLAND SOUTHEAST (C4 INVESTMENTS, LLC)

8918 CHARLOTTE HIGHWAY, INDIAN LAND, SC

PROJECT ADDRESS

LANDDESIGN PROJ.#

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SHEET TITLE

TOWNHOME ARCHITECTURAL ELEVATIONS

SHEET NUMBER

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ORIGINAL SHEET SIZE: 30" X 42"



FRONT ELEVATION - 6 UNIT BUILDING

INDIAN TRAIL ELEVATIONS — TAYLOR MORRISON - CHARLOTTE

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FRONT ELEVATION - 5 UNIT BUILDING

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CROSLAND SOUTHEAST (C4 INVESTMENTS, LLC)

8918 CHARLOTTE HIGHWAY, INDIAN LAND, SC

PROJECT ADDRESS

LANDDESIGN PROJ.# 1020011

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SHEET TITLE

TOWNHOME ARCHITECTURAL ELEVATIONS

SHEET NUMBER

C9-02

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ORIGINAL SHEET SIZE: 30" X 42"

Agenda Item Summary

Ordinance # / Resolution #: September 2, 2021 Workshop Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
September 2, 2021 Workshop Minutes	9/10/2021	Exhibit

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

Lancaster County
South Carolina

MINUTES OF THE LANCASTER COUNTY PLANNING COMMISSION WORKSHOP MEETING

September 2, 2021 5:00 P.M.
MINUTES

1. Roll Call:

Members Present:

Jim Barnett	Charles Deese	Sheila Hinson
Ben Levine	Tamecca Neely	Alan Patterson

Absent:

Others Present:

Rox Burhans, Division Director	Clerk: Jennifer Bryan
Ashley Davis, Planner;	
Robert Tefft, Senior Planner;	Billy Mosteller, County Council.

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

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

2. New Business

a. UDO Assessment

Public Review Draft of the UDO Assessment prepared by White & Smith Planning and Law Group. Kelly Cousino from White & Smith will attend the Workshop to present the Assessment to the Commission.

Robert Tefft introduced Ms. Cousino, who made the presentation.

Discussion:

- **B. Levine** expressed interest in the information about percentages of county land broken down by zoning district, and the insight it gave into possible better management of the disparate needs of the panhandle versus the rest of the county.
- **Alan Patterson** was pleased to see that readability across different media was addressed.

- **B. Levine** noted that current UDO has led to very inconsistent sidewalk connectivity between Panhandle developments.
- **C. Deese** commented that some areas have topography that makes sidewalk construction nearly impossible, so the new regulations would have to have some flexibility.
- **Alan Patterson** noted that road connectivity is also a major concern in the panhandle area, and that new regulations would need to address how to better manage road development.
- **T. Neely** requested that the consultants consider standards and regulations for tiny homes. **S. Hinson** concurred that she has seen a growing trend from consumers requesting this type of home as a building option.
- **C. Deese** noted that there would have to be a concurrent change in national building codes to support tiny home regulation; **Cousino** referenced newly instituted codes that could address the needs of local government for tiny home regulation.
- **R. Tefft** asked for clarification of the 2-year timeline for UDO rewrite; **Ms. Cousino** confirmed that the timeline started with initiation of the assessment phase.

The UDO Assessment will next be presented to County Council Committee of the Whole on September 15, 2021.

b. RZ-2021-1791 Strickland

Application by Howard Strickland, Jr. to rezone a 0.36-acre parcel (TM 0062M-0C-004.00) located at 935 Winston Drive from General Business (GB) to Medium Density Residential (MDR) to allow residential use.

Staff Presentation: Robert Tefft, Senior Planner. Staff recommends denial of this application as it would not conform with zoning of surrounding lots.
Discussion: no questions.

c. RZ-2021-1679 Ranshaw

Application by Steve Ranshaw on behalf of John Matthews, Inc., to rezone two parcels totaling approximately 4.79 acres (TMs 0007-00-014.00 & 0007-00-014.02) located at 9596 & 9495 Yarborough Road, from Low Density Residential (LDR) to Light Industrial (LI).

Staff Presentation: Robert Tefft, Senior Planner. Staff recommends approval, as it would conform with trend toward business and industrial development in the surrounding area.

Discussion: no questions. Rox Burhans noted that this application was more supportable for the area than the next item which abuts the subject property.

d. RZ-2021-0847 DR Horton

Proposed rezoning of 140.39 acres from LDR to MDR (Cluster Subdivision Overlay) for the purpose of developing a 293 lot subdivision.
Located at the intersection of Old Bailes Road and Possum Hollow Road (0007-00-015.00, 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06)

Staff Presentation: Ashley Davis, Senior Planner. Staff recommends denial. The proposed development has a problematic design, and does not conform with the trend toward business/ industrial in the vicinity.

Discussion:

- **B. Levine** expressed concern about the residential density of the proposal, especially given the environmental constraints and the inadequacy of roads in the surrounding area.
- **Alan Patterson** concurred with concern that roads adjacent are not built to handle such density.

e. DA-2021-0847 DR Horton

Proposed Development Agreement for 140.39 acres requesting MDR (Cluster Subdivision Overlay) for the purpose of developing a 293-lot subdivision.
Located at the intersection of Old Bailes Road and Possum Hollow Road (0007-00-015.00, 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06)

f. RZ-2021-1361 McCarthy Development

Application by McCarthy Development Group to rezone approximately 23.77 acres from Low Density Residential (LDR) to Medium Density Residential (MDR). Located along the eastern side of Tillman Steen Road (0003-00-064.01, 0003-00-064.00, 00003-00-065.00, 0003-00-066.00).

Staff Presentation: Ashley Davis, Senior Planner. Staff recommends approval. Sketch plan meets sufficient parameters to make it supportable. Item g (DA amendment) is related, as developer looks to acquire an acre from adjacent barber Rock property, shown as lots 10, 11 & 12 on sketch plan.

Discussion:

Commissioners **Deese**, **Levine** and **Patterson** inquired about traffic analysis. Davis responded that staff had required a TIA for this proposal even though SCDOT did not. TIA is currently being reviewed by the County's 3rd party contractor.

g. DA-2019-0803 Taylor Morrison

Request by Taylor Morrison to amend an existing Development Agreement (Ord. 2014-1274) to reflect a decrease in acreage from 35.10 acres to 34.08 acres.

Staff Presentation: Ashley Davis, Senior Planner. Staff recommends approval.

Discussion: Subject property is to be sold to McCarthy Development as part of the proposed project for RZ-2021-1361. Davis explained that for the project to proceed, if rezoning and DA amendment are approved, Taylor Morrison/Barber Rock would then apply to amend their Master Development Plan to reflect the decrease in acreage and transfer the property to McCarthy, whereupon McCarthy could submit its Master Development Plan and Development Agreement applications for the new project.

A. **Other**:

a. Review of Next Month's Agenda

Rox Burhans, Development Services Director:

- Three rezoning applications have been submitted for the October Calendar.
- Asked Commissioners to begin considering what moratoriums might be necessary or advisable in light of the upcoming revisions to UDO and Comprehensive Plan.

B. Adjourn

Meeting was adjourned at 6:34 pm.

Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-1796, Strickland
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:
See staff report

Points to Consider:
See staff report

Recommendation:
See staff report

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/10/2021	Planning Staff Report
Ex 1: Application	9/10/2021	Exhibit
Ex 2: Location / Zoning Map	9/10/2021	Exhibit

PROPOSAL:	Request to rezone approximately 0.36 acres of property
PROPERTY LOCATION:	935 Winston Drive (TM# 0062M-0C-004.00)
CURRENT DISTRICT:	General Business (GB) District
PROPOSED DISTRICT:	Medium Density Residential (MDR) District
APPLICANT:	Howard Strickland, Jr.
COUNCIL DISTRICT:	District 2, Charlene McGriff

OVERVIEW:

Proposal
The applicant has requested to rezone one parcel of approximately 0.36 acres from GB to MDR District.

Site Information
The subject parcel is located on the north side of Winston Drive, approximately 470 feet west of Charlotte Highway, and is currently vacant. Previously, the parcel consisted of two single-family dwellings constructed circa 1950; however these buildings were demolished in 2015.

Summary of Adjacent Zoning and Uses
The subject parcel is surrounded by other parcels within the GB District.

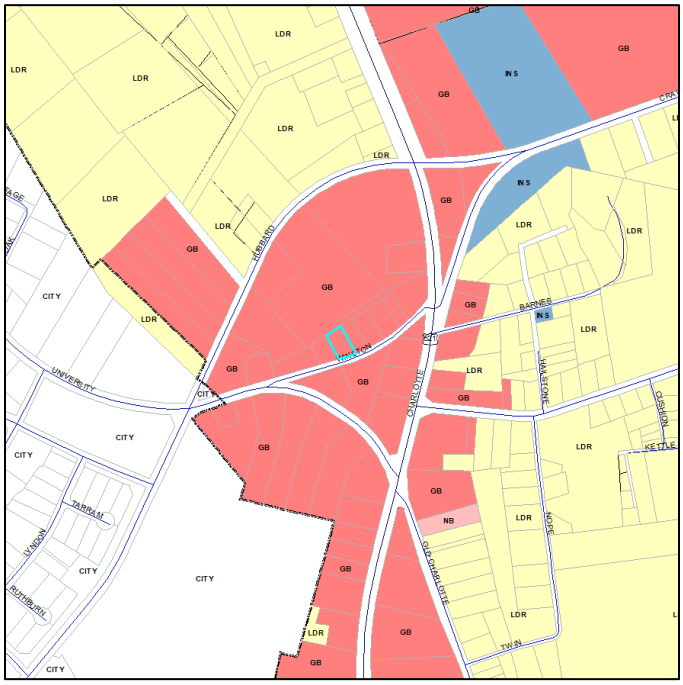
Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	GB	Funeral Home
South	Lancaster County	GB	Auto Repair
East	Lancaster County	GB	Single-Family Residential
West	Lancaster County	GB	Single-Family Residential

ANALYSIS & FINDINGS:

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

UDO Section 2.3 describes that the requested MDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

Compatibility with Surrounding Area



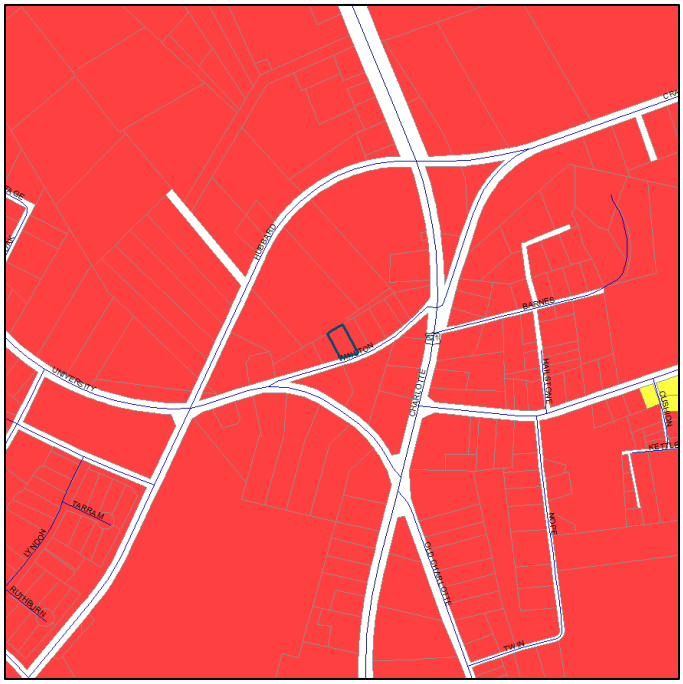
The subject parcel is surrounded by parcels within the GB District, which does not allow for single-family home development. The area is comprised by several nonconforming single-family dwellings on the north side of Winston Drive with predominantly non-residential uses (auto repair shop, oil change facility, funeral home, and Family Dollar store) on the south side of Winston Drive, as well as to the north of the subject parcel.

Prior to the subject parcel and surrounding area being zoned GB as part of the 2016 countywide rezoning, all of these parcels were zoned B-3 (General Commercial District), which allowed for numerous non-residential uses by-right, such as: retail, offices, personal services, medical clinics, and gas stations. The B-3 District also allowed for single-family dwellings subject to conditional use approval.

Due to the long-standing nature of this area as a commercial district, the amount and type of non-residential uses surrounding this parcel, and that this area has shown no prior signs of trending toward new residential development, staff does not find the proposed rezoning of the parcel to MDR District to be compatible with the surrounding area.

RELATIONSHIP TO PUBLIC PLANS

Comprehensive Plan Consistency



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

establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Urban Future Land Use Category encompasses the City of Lancaster city limits and includes properties along its periphery. The Walkable Neighborhood with Additional Intensity Community Type is intended to provide a mix of uses within a walkable setting, including various residential types, offices, schools, commercial/retail, and parks.

While the requested MDR District may be able to be found consistent with the Urban Future Land Use category, this area has been zoned commercial since zoning was established in the County, and there does not appear to be a trend toward residential development for the surrounding area.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation
Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). The proposed rezoning to accommodate a single-family dwelling will not meet this threshold.

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

Public Schools
It is the understanding of staff that any students residing at the subject parcel would attend North Elementary, A.R. Rucker Middle, and Lancaster High Schools.

PHOTOS OF PROJECT AREA:


Looking directly at northern subject property


Looking across from subject property (south)



Looking northeast along Winston Drive



Looking southeast along Winston Drive

STAFF RECOMMENDATION:

Staff recommends **disapproval** of the request to rezone approximately 0.36 acres (TM# 0062M-0C-004.00) from General Business (GB) District to Medium Density Residential (MDR) District, pursuant to the following findings of fact:

1. That the subject application consists of the following parcel TM# 0062M-0C-004.00;
2. That the subject parcel has a Future Land Use Category of Urban, and a Community Type of Walkable Neighborhood with Additional Intensity;
3. That the subject parcel and surrounding area is currently zoned GB District;
4. That the subject parcel is proposed to be rezoned MDR District; and
5. That the proposed MDR District is not consistent with the surrounding area.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

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

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 935 Winston Drive

City Lancaster State SC Zip 29720 Tax Parcel ID 0062M-0C-004.00

Current Zoning GB Current Use Lot where a house use to be

Proposed Zoning MDR Total Acres 0.36

Project Description Request to have zoning changed from GB to MDR. There is only residential houses on entire road. A business would not thrive in a location such as this.

Surrounding Property Description Residential surrounding entire area. The only business is at end of road that connects to Charlotte Hwy.

CONTACT INFORMATION

Applicant Name Howard Strickland JR

Address 1786 Shamrock Avenue

City Lancaster State SC Zip 29720 Phone 803-577-5016

Fax 803-283-9962 Email homesoflancasterLLC@gmail.com

Property Owner Name Howard Strickland

Address 1786 Shamrock Avenue

City Lancaster State SC Zip 29720 Phone 803-577-5016

Fax 803-283-9962 Email homesoflancasterLLC@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.

Howard Stallings Jr — 7-27-21

Applicant — Date

Howard Stallings Jr — 7-27-21

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**

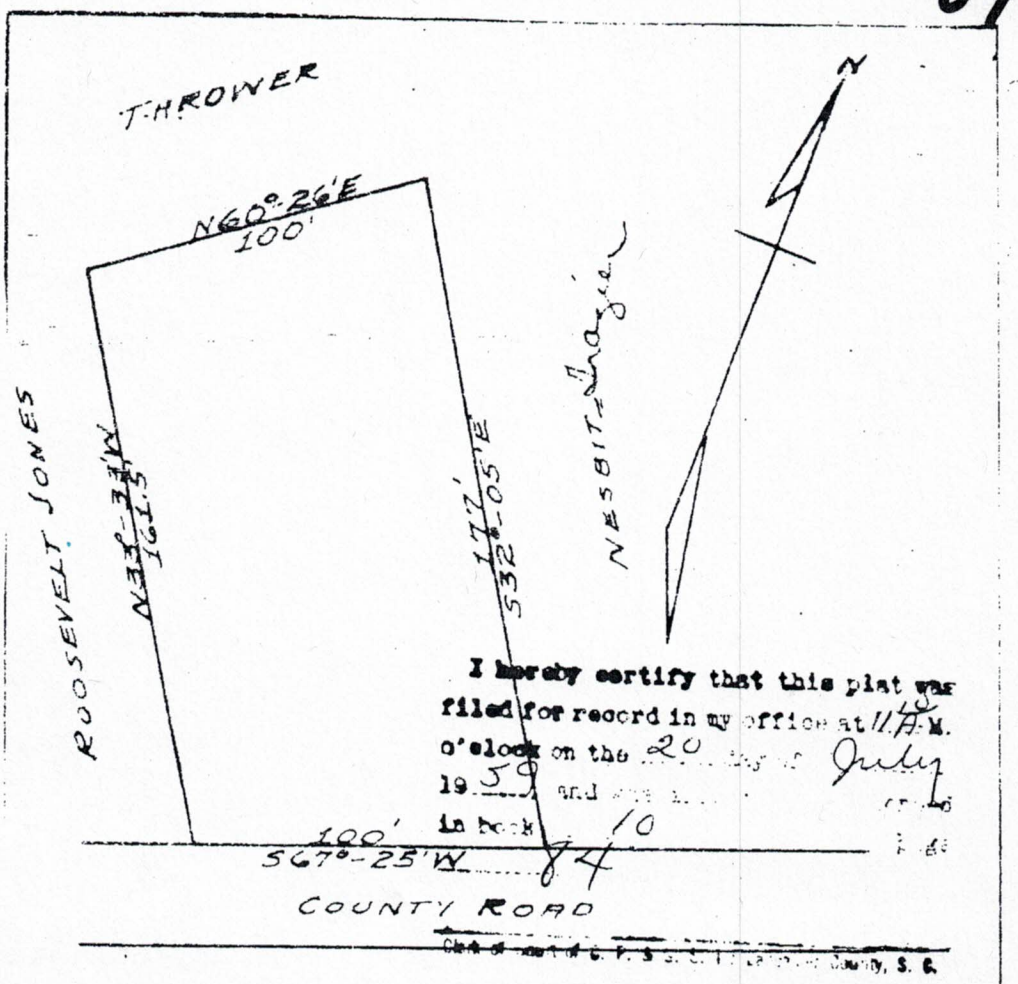
- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes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

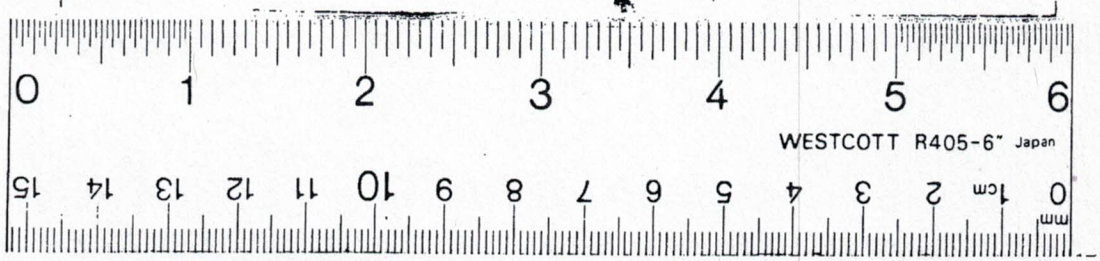
PLAT #
10|84

84



SURVEY PLAT
PROPERTY OF JOHN SOWELL JR.
LOCATED APPROXIMATELY 1/2 MILE
NORTH OF LANCASTER CITY LIMITS,
GILLS CREEK TOWNSHIP, LANCASTER
COUNTY, S.C.
4-6-59 SCALE: 1" = 50'

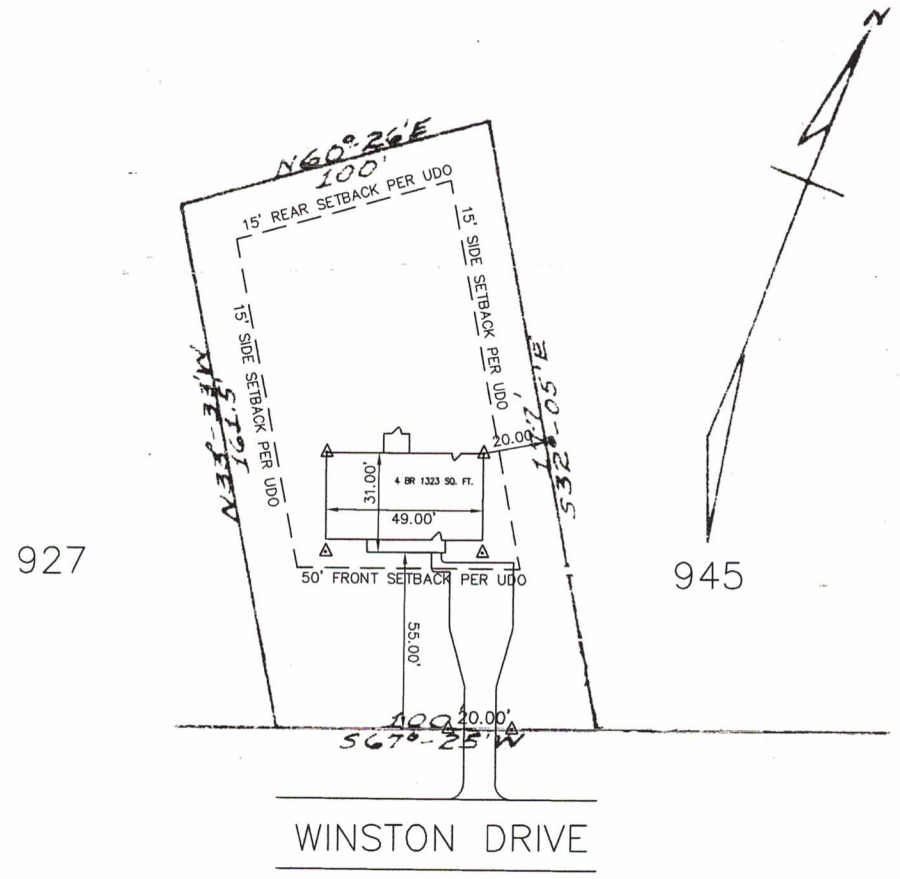
E. B. Clyburn



935 WINSTON DRIVE
Zoning: GB

15,727 sq ft

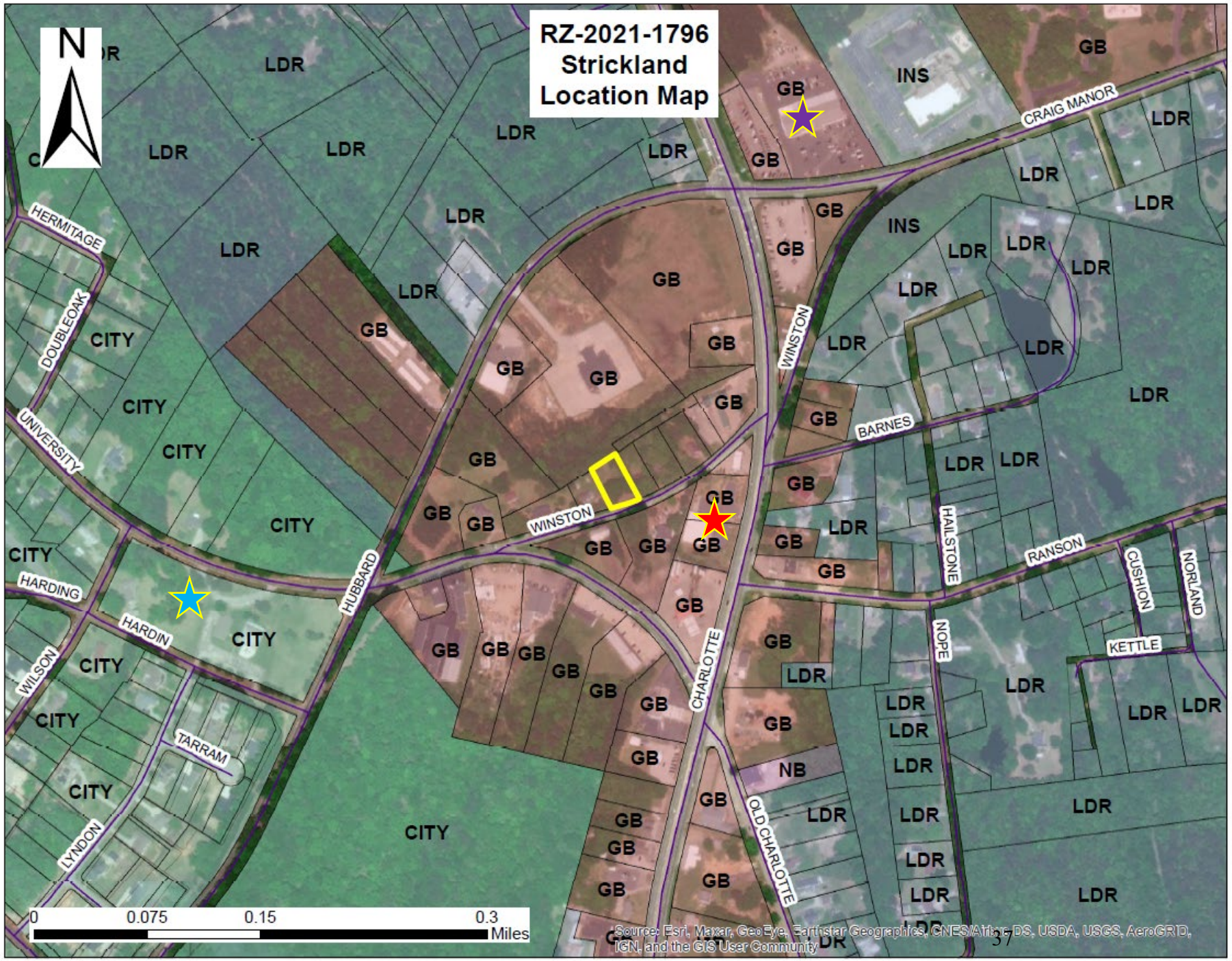
0.36 acre



NOTES:

1. THIS PLOT PLAN IS PRELIMINARY, BASED ON THE ORIGINAL PLAT. FINAL PLOT PLAN TO DETERMINED BY STATE LICENSED SURVEYOR.
2. SETBACKS PER LANCASTER COUNTY UDO FOR ZONING DISTRICT GB.
3. SETBACKS HAVE NOT BEEN CHECKED AGAINST ANY APPLICABLE DEED RESTRICTIONS.

NTS



Lancaster County
South Carolina

Proposal:
Rezoning from GB to MDR

Legend:

- Subject Property
- Lancaster Chevrolet Cadillac
- Family Dollar
- Church of the Good Shepherd

Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-1679, Ranshaw
Contact Person / Sponsor: Robert Tefft / Planning
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:
See staff report

Points to Consider:
See staff report

Recommendation:
See staff report

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/10/2021	Planning Staff Report
Ex 1: Application	9/10/2021	Exhibit
Ex 2: Location / Zoning Map	9/10/2021	Exhibit

PROPOSAL: Request to rezone approximately 4.97 acres of property

PROPERTY LOCATION: 9596 and 9495 Yarborough Road
(TM# 0007-00-014.00 and 0007-00-014.02)

CURRENT DISTRICT: Low Density Residential (LDR) District

PROPOSED DISTRICT: Light Industrial (LI) District

APPLICANT: Steve Ranshaw (for John Matthews, Inc.)

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Proposal
The applicant has requested to rezone two parcels totaling approximately 4.97 acres from LDR to LI District.

Site Information
Currently, the subject parcels are each improved with one single-family home. The northernmost parcel is located approximately 110 feet south of the Bailes Ridge Corporate Park, which consists of light industrial and office uses.

Non-Conformance Status
The use of the subject parcels is currently residential. If the rezoning to LI were to be approved and these existing residences were to remain, then they would become non-conforming. This non-conforming status means that no major changes could occur to the residences or parcels which would further expand that non-conformance. Additionally, any new business moving on to the parcels would be required to improve both the site and building to meet current UDO and Building Code standards.

Summary of Adjacent Zoning and Uses
The subject parcels are surrounded predominantly by parcels within an LDR District; however there is one parcel zoned Professional Business (PB) District in the area, and Planned Development District (PDD) further to the north.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; PB	Single-Family Residential
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	LDR; PB	Single-Family Residential
West	Lancaster County	LDR	Single-Family Residential; Wooded

Recent Projects in Surrounding Area			
Case #	**Description**	**Date**	**Outcome**
RZ-2021-0847	Asbury Lane Request to Rezone for 283 Lots	9-21-21 (PC)	Under Review

ANALYSIS & FINDINGS:

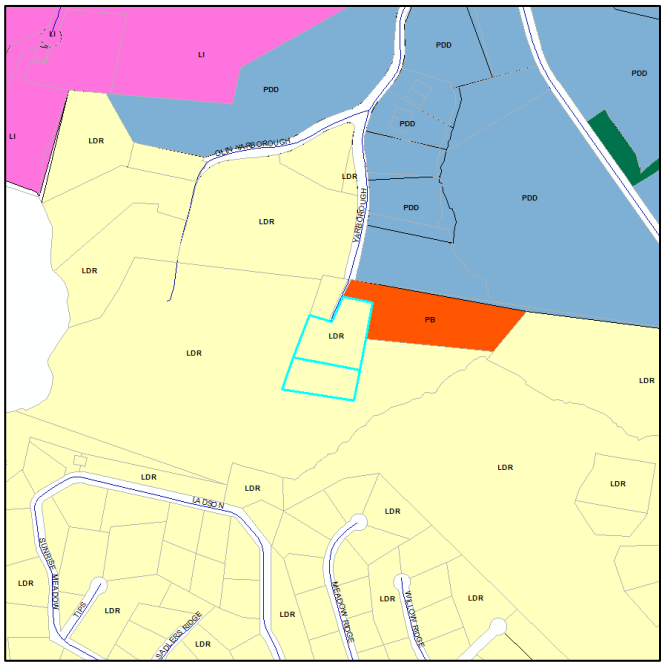
Zoning Districts

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

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

Compatibility with Surrounding Area

The subject parcels are surrounded by other parcels zoned LDR or PB District. The requested LI District is intended to accommodate warehouse and wholesale activities in a manner that has minimal negative impact on adjacent property owners.



While the subject parcels are immediately adjacent to low density residential uses, they are located at the end of Yarborough Road, which is predominately surrounded by parcels zoned either Light Industrial or PDD (Bailes Ridge Corporate Park). Bailes Ridge is largely defined by light industrial uses, as well as some office uses. While the parcels are immediately adjacent to residential uses, it is logical that these properties could eventually become a continuation of the Bailes Ridge Corporate Park.

Another rezoning application to be heard on the same agenda as the subject request, RZ-2021-0847, is to rezone approximately 140 acres from LDR District to Medium Density Residential (MDR) District and Cluster Subdivision Overlay (CSO) District. Staff has recommended denial of this request as staff believes there is a need to provide additional employment/light industrial opportunities in the upper panhandle rather than a further expansion of residential development in the area.

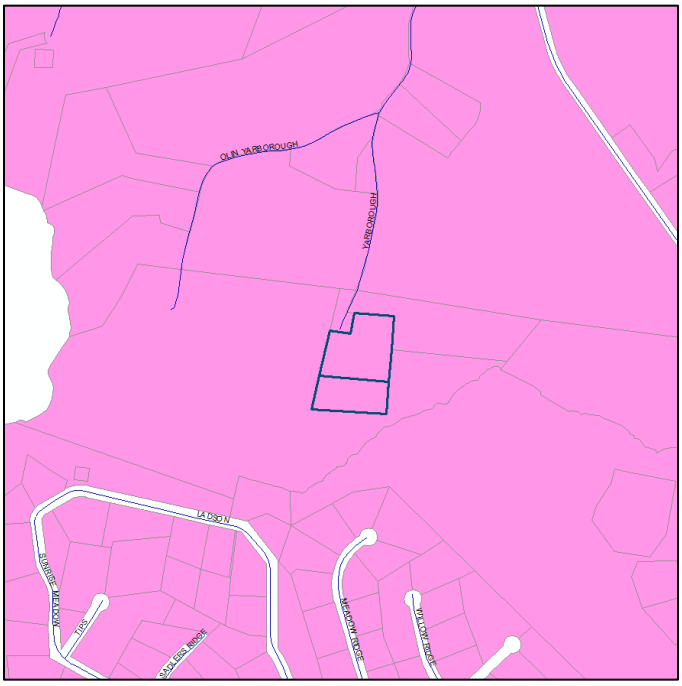
The proximity of the subject parcels to the existing Bailes Ridge Corporate Park provides the opportunity to easily expand employment/light industrial opportunities in way that minimizes the impact upon less intensive uses. Accordingly, staff finds the proposed rezoning to be compatible with the surrounding area.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The adopted Comprehensive Plan establishes that the Future Land Use Category of the subject parcels to be Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood.

According to the adopted Comprehensive Plan, the Walkable Neighborhood Community Type is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value The Comprehensive Plan further establishes several possible land use considerations (see table below) representing typical development in this category; however these are not meant to be an exhaustive list of all permitted or conditional uses that would be allowed. It is noted that the table does not include any mention of light industrial uses; however, it is the belief of staff that it was not the intent of the Comprehensive Plan that the entirety of the Bailes Ridge Corporate Park or any of the numerous other surrounding light industrial uses already approved to be located, or established within the surrounding area at the time the Comprehensive Plan was adopted and having the same Future Land Use Category to be considered inconsistent or incompatible with the Comprehensive Plan. Accordingly, staff finds that proposed rezoning to be consistent with the adopted Comprehensive Plan.



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

INFRASTRUCTURE CONSIDERATIONS

Transportation

Pursuant to UDO Section 6.8, uses which will generate more than 50 peak hour cumulative trips per day at full occupancy shall be required to provide a Traffic Impact Analysis (TIA). The applicant has indicated that they intend to renovate and utilize the existing buildings as an office and workshop. Given that the two existing buildings on the parcels are 1,512 and 1,192 square feet, it is not anticipated that the proposed use would meet the required threshold for a TIA. As such, none has been provided.

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

Public Schools
This request will not result in additional students.

PHOTOS OF PROJECT AREA:


Looking directly at northern subject parcel


Looking west toward adjacent residential lot


Looking east toward adjacent residential lot


Looking north along Yarborough Road

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone approximately 4.97 acres (TM# 0007-00-014.00 and 0007-00-014.02) from Low Density Residential (LDR) District to Light Industrial (LI) District, subject to the following findings of fact:

1. That the subject application involves the following parcels: TM# 0007-00-014.00 and 0007-00-014.02;
2. That the subject parcels are currently zoned LDR District, and are proposed to be rezoned LI District;

3. That the subject parcels have a Future Land Use Category of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood; and
4. That the proposed LI District is generally consistent with the surrounding area given the proximity to the Bailes Ridge Corporate Park (PDD-5), and McMillian Park Drive (LI).

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

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 9596 & 9495 YARBOROUGH RD

City FORT MILL State SC Zip 29707 Tax Parcel ID 0007-00-14.00 & 0007-00-14.02

Current Zoning RES Current Use VACANT FARM HOUSE, WORKSHOP & MOBILE HOME

Proposed Zoning LIGHT INDUSTRIAL Total Acres 4.97

Project Description USE PROPERTY FOR PERMITTED LIGHT INDUSTRIAL USES, IMMEDIATE USE AS OFFICE, WAREHOUSE, FLEX

Surrounding Property Description END OF YARBOROUGH ROAD WHICH IS ALL BATTLES RIDGE PARK ON LEFT SIDE, ADJACENT PROPERTY TO LEFT IS PB, RESIDENTIAL TO RIGHT

CONTACT INFORMATION

Applicant Name STEVE RANSHAW FOR JOHN MATTHEWS, INC.

Address PO BOX 1221

City INDIAN TRAIL State NC Zip 28079 Phone 704-604-0134

Fax 704-684-6083 Email steve@indiantrailservices.com

Property Owner Name JOHN MATTHEWS, INC.

Address 1204 GRAYSCROFT DR

City WAXHAW State NC Zip 28173 Phone 704-604-0134

Fax 704-684-6083 Email steve@indiantrailservices.com

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Applicant _____ Date _____

Property Owner(s) _____ Date 7/12/21

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

LANCASTER COUNTY OFFICE USE ONLY

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Amount Paid _____ Check Number _____ Cash Amount _____

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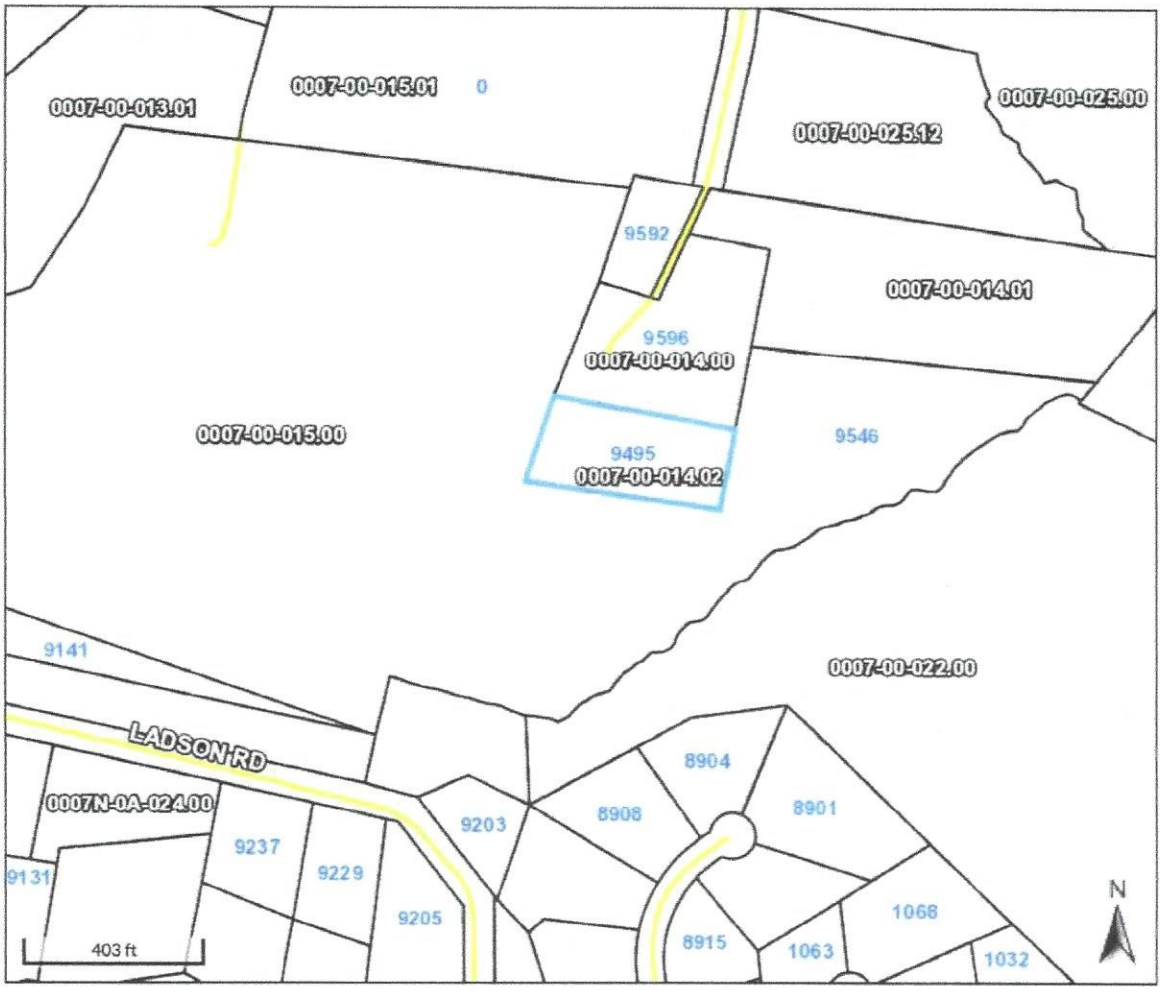
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qPublic.net™ Lancaster County, SC



Overview

Legend
- Parcels
- Roads
- Railroad

Parcel ID	0007-00-014.02		Owner	HOWARD JOHN S	Last 2 Sales		
Class	Non Qualified			9596 YARBOROUGH RD	Date	Price	Reason
Code	Residential			INDIAN LAND, SC 29707	11/15/2013	$71000	SOLD DOES NOT MATCH APPRAISAL RECORD
Taxing District	County				4/1/1985	$10050	n/a
	Indian Land						
Land Size	2.01	ACRES	Physical Address	9495 YARBOROUGH ROAD			
	2.96						
	4.97						
			Assessed Value				

(Note: Not to be used on legal documents)

Qual: Q, U

Date created: 1/30/2021
Last Data Uploaded: 1/29/2021 10:44:03 PM

Developed by Schneider GEOSPATIAL

4.66



VICINITY MAP (NOT TO SCALE)

Surveyed 8/30/16 SCALE 1" = 100'

100 0 100 200

LANCASTER COUNTY RECORDING STAMP

2016018963
PLAT MEDIUM
RECORDING FEES $10.00
PRESENTED & RECORDED:
12-20-2016 11:31 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JOHN LANE REGISTER
BK:PLAT 2016
PG:987-987

N PITTMAN Plat 6995

S 81°10'26" E 18.71'

2741.00'± to Old Baileys Rd.

N 24°36'34" E 272.76'

S 24°36'42" W 115.00'

#5 Rebar Found

S 78°47'04" E 178.03'

#4 Rebar Found

Barricade

YARBOROUGH ROAD (R/W Unknown)

#4 Rebar Found

S 72°40'04" E 115.55'

#4 Rebar Found

Asphalt Drive

N 22°02'08" E 265.96'

Tax Map # 0007-00-014.00
JOHN S HOWARD
Db. 710 Pg. 295
Plat 10252
2.96 Acres ± Crds.

4.97 Acres ± Crds. TOTAL

S 10°58'10" W 400.67'

#5 Rebar Set

S 79°06'48" E 399.70'

#5 Rebar Set

Tax Map # 0007-00-015.00
JERRY O YARBOROUGH
Db. V13 Pg. 16
Plat 294

44.91'

N 22°01'24" E 210.04'

Vacant Trailer

Shed

Tax Map # 0007-00-014.02
Db. 767 Pg. 136
Plat 6995
2.01 Acres ± Crds.

S 11°05'17" W 210.04'

Tax Map # 0007-00-015.00
JERRY O YARBOROUGH
Db. V13 Pg. 16
Plat 294

#4 Rebar Found

52.86'

N 78°37'43" W 439.54'

#4 Rebar Found

Tax Map # 0007-00-015.00
JERRY O YARBOROUGH
Db. V13 Pg. 16
Plat 294

LEGEND

- WELL
- WV WATER VALVE
- WM WATER METER
- CB CABLE BOX
- FH FIRE HYDRANT
- YARD LIGHT
- UTILITY POLE
- TELEPHONE PEDESTAL
- PT POWER TRANSFORMER
- SIGN
- SCV SPRINKLER CONTROL VALVE
- CO CLEAN OUT
- SMH SANITARY SEWER MANHOLE
- SS SANITARY SEWER LINE
- DMH STORM DRAIN MANHOLE
- DCB STORM DRAIN CATCH BASIN/INLET
- SD STORM DRAIN LINE
- X FENCE LINE
- OHU OVER HEAD UTILITY
- UGU UNDERGROUND UTILITY
- UGW UNDERGROUND WATER LINE
- SB SETBACK LINE

(S 00°00'00" E 00.00') RECORD BEARING

** REFERENCE BEARING

- FOUND PROPERTY CORNER
- SET PROPERTY CORNER
- CALCULATED POINT

SOUTH CAROLINA J JETTER PITTMAN PROFESSIONAL LAND SURVEYING INC NO. C01394 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 14815 JAMES J PITTMAN

7-H02 to be combined with 7-14.

APPROVED FOR RECORDING
Planning Official Date
This plat must be recorded by the following date: 2/20/17

General Notes:
1. Measurements on this map are in feet and decimals thereof.
2. All set corners are #5 (5/8") Rebar unless otherwise noted.
3. This plat is subject to any Easements, Agreements, or Rights of Ways of Record prior to date of this plat, which was not visible at the time of our survey.

References:
1. As Shown.

Certification:
I, hereby state to the best of my professional knowledge, information and belief, the survey shown herein was made in accordance with the requirements of the Standards Of Practice Manual for Land Surveying in South Carolina, and meets or exceeds the requirements for a class "A" survey as specified therein; also there are no visible encroachments, or projections other than shown.

Signed _____
James Jetter Pittman PLS#14815
jetter@pplssurvey.com

RECOMBINATION SURVEY FOR
JOHN S. HOWARD

LOCATED AT
9596 YARBOROUGH ROAD
LANCASTER COUNTY INDIAN LAND TWSP SOUTH CAROLINA

PITTMAN
professional land surveying

WWW.PPLSSURVEY.COM
P.O. BOX 1512, FORT MILL, SC 29716 (803) 547-7369

PREPARED BY:
Mack & Mack, Attorneys
P.O. Box 128
Fort Mill, SC 29716

RECORDING INFORMATION ABOVE THIS LINE

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, That, **Jeremy James Howard, Personal Representative for the Estate of John Steven Howard and Jeremy James Howard, Individually** (hereinafter called "Grantor"), in the State aforesaid for and in consideration of Two Hundred Ninety Eight Thousand Two Hundred and 00/100 Dollars ($298,200.00), and no other valuable consideration, to the Grantor in hand paid at and before the sealing of these presents, by **John Matthews, Inc. a North Carolina corporation** (hereinafter called the "Grantee") in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, its successors and assigns, all their right, title and interest in and to the following described property, to wit:

"SEE ATTACHED DESCRIPTION"

The within described property is conveyed subject to existing easements and to restrictions, if any, appearing in the chain of title, which said restrictions, if any, are not intended to be reimposed hereby.

GRANTEE'S ADDRESS: 1204 Grayscroft Drive
Waxhaw, NC 28173

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its Successors and Assigns forever;

AND Grantor does hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its Successors and Assigns, against the Grantor and the Grantor's Successors and Assigns and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS Grantor's hands and seals this the 21st day of June, 2021.

SIGNED, SEALED AND DELIVERED
in the Presence of:

ESTATE OF JOHN STEVEN HOWARD

By: _____
Jeremy James Howard, Personal Representative

Dena H. Oates

_____
Jeremy James Howard

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

ACKNOWLEDGMENT

I, the undersigned Notary Public in and for the State aforesaid, do hereby certify that Jeremy James Howard, Personal Representative for the Estate of John Steven Howard and Jeremy James Howard, individually appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 21st of June, 2021.

Dena H. Oates (SEAL)

Notary Public for South Carolina
My Commission Expires: 3-7-2028

Dena H. Oates
NOTARY PUBLIC
State of South Carolina
My Commission Expires 3/7/2028

PROPERTY DESCRIPTION

TRACT ONE:

All that certain piece, parcel or lot of land lying, being and situate in Indian Land Township of Lancaster County, South Carolina, and being more particularly described as follows: BEGINNING at a point (Note: This point is only a reference point, and not the point of beginning for the tract being described) which is the southwestern corner of a certain 3 acres tract conveyed by David Olin Yarborough to Billy Joe St. Clair and Jane F. St. Clair, (said deed being recorded April 10, 1978 in Deed Book C-6 at Page 6135, with the accompanying plat being recorded as Plat No. 3447), running thence along the joint line dividing property of David Olin Yarborough and property now or formerly of Ward E. Yarborough, S 11 00 20 W 202.87 feet to a point which is the point of beginning for the tract herein described (Note: on the above-mentioned plat, this call is given as S 11 00 W 203.10 feet, but the same course is intended); thence S 11 00 20 W 210 feet to a point; thence N 78 35 20 W 440.18 feet to a point; thence N 22 02 50 E 210 feet to a point; thence S 79 06 20 E 399.95 feet to the point of beginning.

Containing 2.01 acres, more or less, and being more fully shown and described according to a plat entitled "Boundary Survey of 2.01 acres, a portion of the David O. Yarborough Property, Indian Land Township, Lancaster County, South Carolina to be conveyed to Reuben C. Wingate and wife, Winona F. Wingate" dated February 23, 1985 and recorded as Plat No. 6995, Office of the Clerk of Court for Lancaster County, South Carolina.

DERIVATION: Being the identical property conveyed to John S. Howard by deed of Reuben C. Wingate and Winona F. Wingate, recorded November 18, 2013 in Deed Book 767, Page 136, Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map No. 0007-00-014.02 (9495 Yarborough Road)

AND

TRACT TWO:

All that certain piece, parcel or tract of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina, and being more particularly described as follows: BEGINNING at an old iron, joint corner of the within property, property of Ward H. Yarborough and Bill Joe St. Claire and running thence South 24 degrees 39 minutes 30 seconds West 115.00 feet to an old iron; thence South 78 degrees 40 minutes 00 seconds East 178.19 feet to an old iron; thence South 11 degrees 00 minutes 20 seconds West 400.73 feet to an old iron; thence North 79 degrees 06 minutes 20 seconds West 399.95 feet to an old iron; thence with dividing line of within property and property of David O. Yarborough North 22 degrees 02 minutes 50 seconds East 521.92 feet to a new iron; thence South 79 degrees 46 minutes 50 seconds East 148.96 feet to an old iron, the point of beginning. Containing 3.70 acres, more or less, and being shown and described on Boundary and Physical Survey, The Property to be conveyed to William Dewey Loving and Donna W. Loving, drawn by Robert E. Rembert, Registered Surveyor, dated April 20, 1984 and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat No. 6525.

Being a portion of the property conveyed by deed of William Dewey Loving and Donna W. Loving to John S. and Jaye Anna Howard recorded in Deed Book M-8, Page 283, Office of the Clerk of Court for Lancaster County, South Carolina; and being the same property conveyed by deed of Jaye Anna Howard to John S. Howard recorded July 22, 1992 in Book U-10, at Page 159, Office of the Clerk of Court for Lancaster County, South Carolina.

LESS AND EXCEPTING: All that certain piece, parcel or lot of land with improvements thereon, containing 0.73 acres, more or less, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, being described as follows: BEGINNING at a point on Yarborough Road at an existing 12 foot right-of-way and running thence S 24 36 34 W 272.76 feet to a point; thence N 72 40 04 W 133.69 feet to a point; thence N 22 02 05 E 255.59 feet to a point; thence S 79 39 27 E 130.11 feet to the point of beginning, all of which is more accurately shown on Plat of Property of John Steven Howard prepared by James Jetter Pittman, PLS, on April 9, 2001 and recorded as Plat #0004495, Office of the Clerk of Court for Lancaster County, South Carolina.

DERIVATION: Being the identical property conveyed to John S. Howard and Jeremy James Howard by deed of John S. Howard, recorded January 22, 2013 in Deed Book 710, Page 295, Office of the Register of Deeds for Lancaster County, South Carolina.

Tax Map No. 0007-00-014.00 (9596 Yarborough Road)

From: steve@indiantrailservices.com
To: Katie See
Subject: [EXTERNAL] Re: Requested Use - Rezoning
Date: Tuesday, August 17, 2021 5:06:41 PM

THIS IS AN EXTERNAL E-MAIL — Use caution when clicking on links as they could open malicious websites.
—IT Helpdesk, support.lancastercountysc.net<http://192.168.1.5>

Katie,

In the immediate future I plan to fix up the house and use it as my office and use the block building for a workshop, I am a General Contractor. Long term plan is to build nice office/warehouse/flex buildings like the new ones on New Town Road across from Zimmerman business park. I started out in a 2,000 square foot flex space that I could afford, like those, that is what I would be looking to create. I have no intention of clear cutting the property, the buildings would be located to save as many of the trees as possible.

Let me know if this sounds ok or if you have any questions about it.

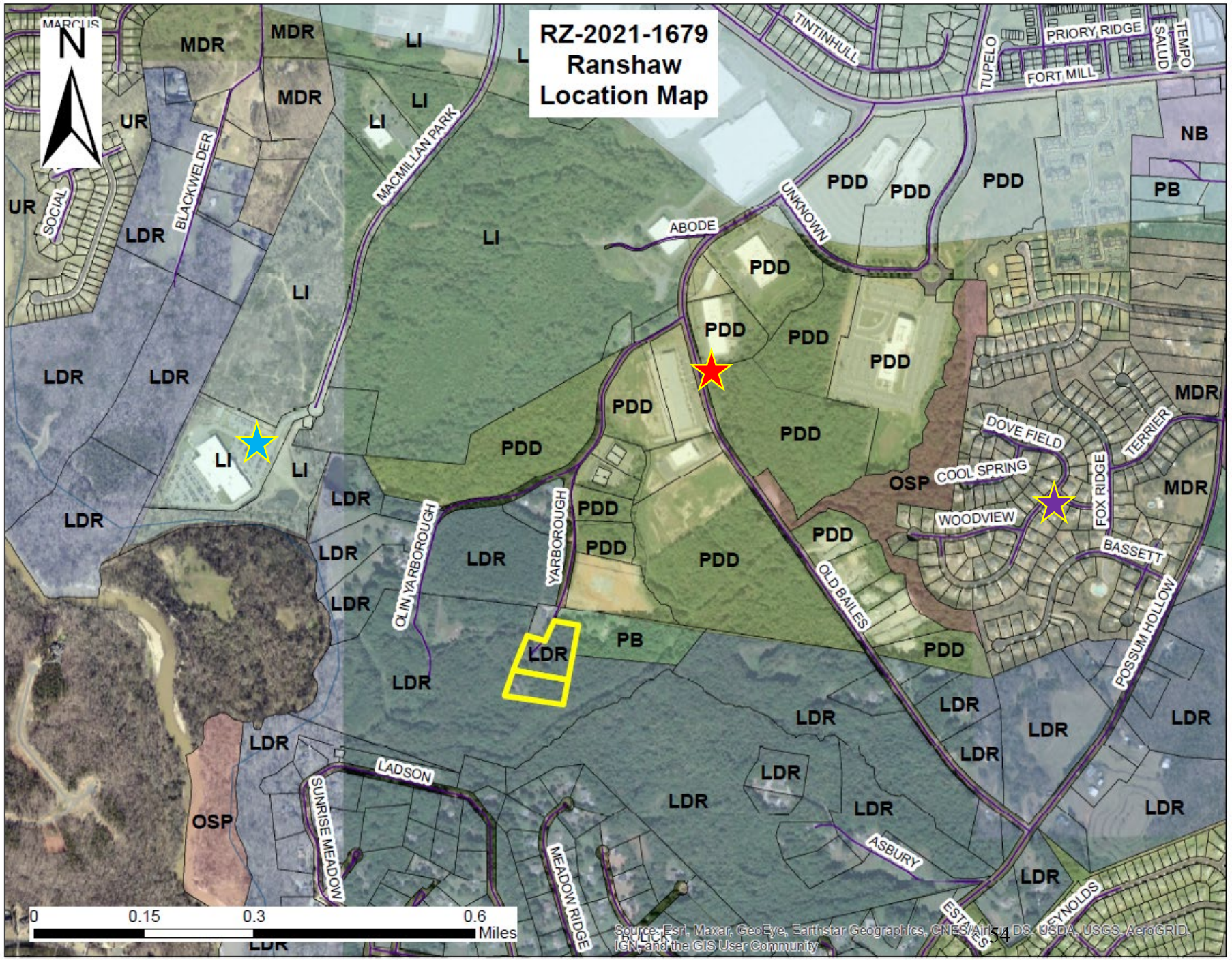
Thank you.

Steve Ranshaw
John Matthews, Inc.

Quoting Katie See <KSee@lancastersc.net>:

> Hi Steve -
>
> Can you tell me what your plans are for the properties on Yarborough
> Road so I can add information to the staff report? Thank you.
>
> Katie
>
>
> [cid:LCLogo_c716c29e-f766-46c0-a18c-7d20f2fc6ebd.png]
> www.mylancastersc.org<http://www.mylancastersc.org>
>
>
> Katie . See, Senior Planner
> Planning
>
> Lancaster County Government
> P.O. Box 1809
> Lancaster, SC 29720>
> P: (803) 285-6005 F: (877) 636-7963
> KSee@lancastersc.net
>
>
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Lancaster County
South Carolina

Proposal:
Rezoning from LDR to LI

Legend:

- Subject Property
- Fox Ridge
- Bailes Ridge Corporate Park
- Continental Tire

Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-0847
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:
The development proposal consists of rezoning 140.39 acres from LDR District to MDR District with the Cluster Subdivision Overlay. The 140.39-acre development parcel would be developed with 283 single-family residential units and at a density of 2.02 dwelling units per-acre. The proposed development would include 283 Single-family homes of varying lot sizes (70', 60', and 50' wide lots).

Points to Consider:
The subject parcels are predominately surrounded by other parcels zoned LDR, and PDD. The requested MDR District is intended to maintain previously developed or approved single-family residential subdivisions.
While the subject parcels are immediately adjacent to low density residential uses, they are located at the end of Yarborough Road, which is predominately surrounded by parcels zoned either Light Industrial or PDD (Bailes Ridge Corporate Park). Bailes Ridge is largely defined by both light industrial and office uses. While the subject parcels are adjacent to residential uses, it is logical that these properties could eventually become a continuation of the Bailes Ridge Corporate Park. At this time, Staff believes there is a need to provide additional employment/light industrial opportunities in the upper panhandle rather than a further expansion of residential development in the area.
Another rezoning application to be heard on the same agenda as the subject request, RZ-2021-1679, is to rezone approximately 4.97 acres from LDR District to LI.

Recommendation:
Staff recommends **Denial** of RZ-2021-0847 to rezone approximately 140.39 acres from Low Density Residential (LDR) District to Medium Density Residential (MDR) District with the Cluster Subdivision Overlay (CSO)

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	9/13/2021	Planning Staff Report
Exhibit 1: Application	9/13/2021	Exhibit
Exhibit 2: Zoning Map	9/13/2021	Exhibit
Exhibit 3: Proposed Master Plan	8/30/2021	Exhibit
Exhibit 4:TIA Summary (BGE)	9/13/2021	Exhibit
Exhibit 5: Traffic Impact Analysis Response Letter	9/13/2021	Exhibit
Exhibit 6: Development Agreement	9/13/2021	Exhibit

PROPOSAL: ***RZ-2021-0847:*** Application by D.R. Horton to rezone approximately 140.39 acres from Low Density Residential (LDR) District to Medium Density Residential (MDR) District with the Cluster Subdivision Overlay (CSO).

DA-2021-0664: Application by D.R. Horton to develop approximately 140.39 acres under the Cluster Subdivision Overlay (CSO).

PROPERTY LOCATION: West of the intersection of Old Bailes Road and Possum Hollow Road (0007-00-015.00, 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06)

CURRENT ZONING: Low Density Residential (LDR) District

PROPOSED ZONING: Medium Density Residential (MDR) District; Cluster Subdivision Overlay (CSO)

APPLICANT: D.R. Horton

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Site Information

The 140.39 acre site is zoned Low Density Residential (LDR) District and located on the west side of the intersection of Old Bailes Road and Possum Hollow Road. The site is predominantly vacant with five residential structures on the site that are generally located along Asbury Lane.

Proposal

The development proposal consists of rezoning 140.39 acres from LDR District to MDR District with the Cluster Subdivision Overlay. The 140.39-acre development parcel would be developed with 283 single-family residential units and at a density of 2.02 dwelling units per-acre. The proposed development would include 283 Single-family homes of varying lot sizes (70', 60', and 50' wide lots).

Summary of Adjacent Zoning and Uses

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; PDD	Large Lot Single-Family; Bailes Ridge Corporate Park
South	Lancaster County	LDR	Large Lot Single-Family
East	Lancaster County	LDR	Large Lot Single-Family
West	Lancaster County	N/A	York County/ Catawba River

ANALYSIS & FINDINGS:

Zoning Districts

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

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

The proposed Cluster Subdivision Overlay *is an alternative to traditional subdivision design, with the principle purpose being to encourage open space and conservation in Medium Density Residential District. Site planning technique concentrates buildings and structures to the most buildable areas, preserving the remaining area as open space for recreation and preservation of significant site features.*

Compatibility with Surrounding Area

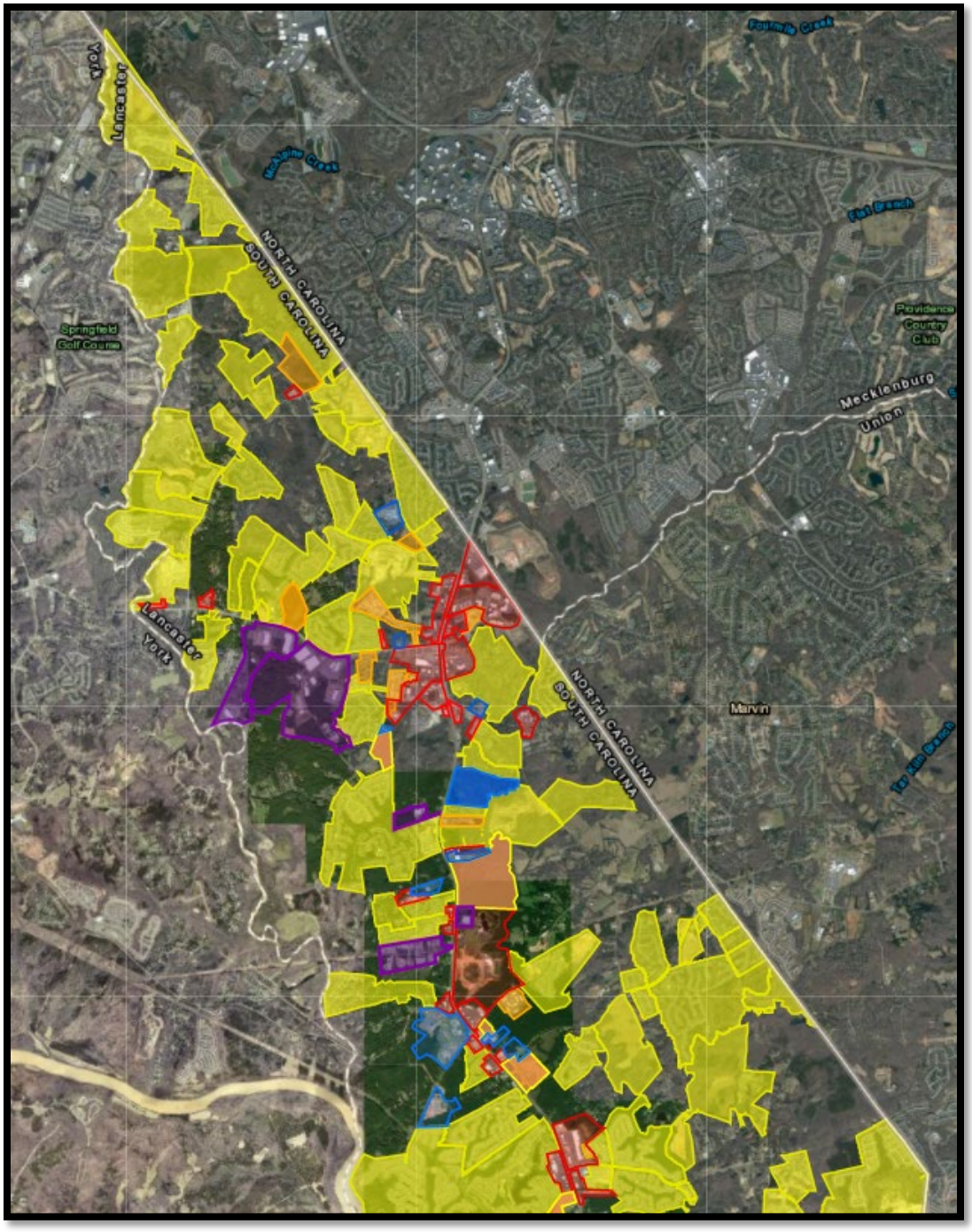
The subject parcels are predominately surrounded by other parcels zoned LDR, and PDD. The requested MDR District is intended to maintain previously developed or approved single-family residential subdivisions.

While the subject parcels are immediately adjacent to low density residential uses, they are located at the end of Yarborough Road, which is predominately surrounded by parcels zoned either Light Industrial or PDD (Bailes Ridge Corporate Park). Bailes Ridge is largely defined by both light industrial and office uses. While the subject parcels are adjacent to residential uses, it is logical that these properties could eventually become a continuation of the Bailes Ridge Corporate Park. At this time, Staff believes there is a need to provide additional employment/light industrial opportunities in the upper panhandle rather than a further expansion of residential development in the area.

Currently, the Indian Land area has three major light industrial areas: Bailes Ridge Corporate Park, McMillian Park Drive, and the Edwards tract (MX-2021-0664). Removing the Edwards Tract, which is currently undergoing a mixed-use rezoning and master plan process, there are approximately 30 acres of "industrial" property remaining in Indian Land.

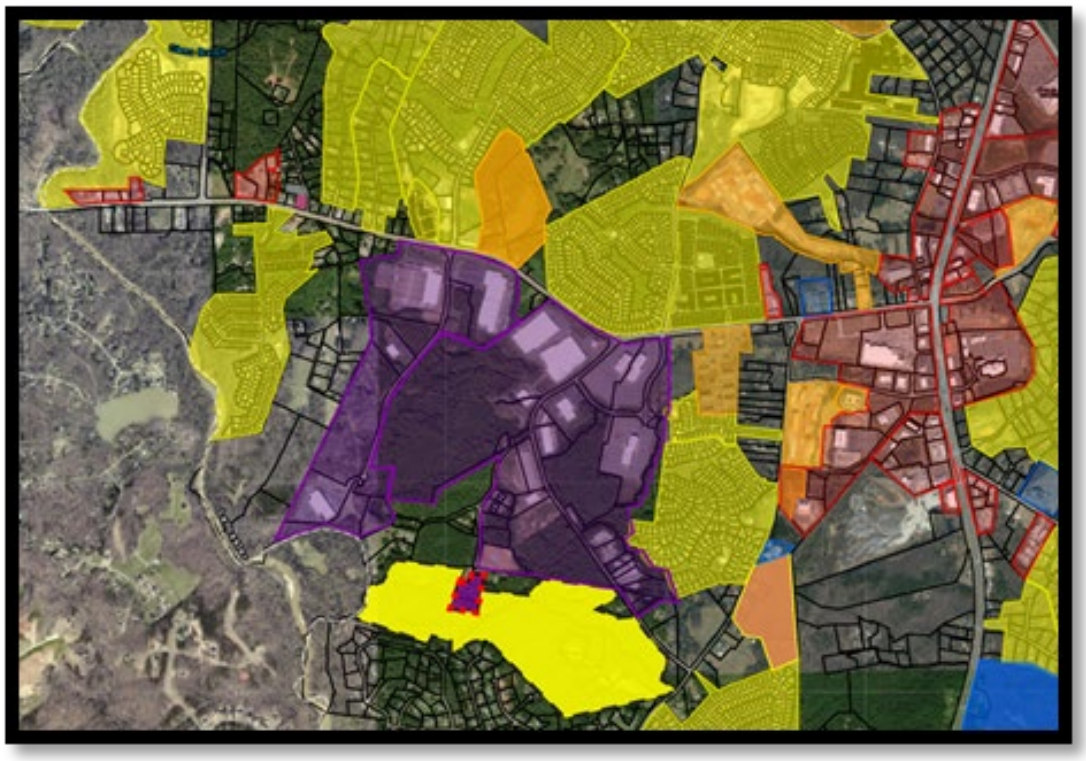
In the models below **Yellow** represents single-family development, **Orange** represents multi-family, **Red** represents commercial development, **Purple** represents industrial**,** and **Blue** represents Institutional.

Model 1



As seen in the model above, single family residential neighborhoods are the most predominate feature in the northern panhandle. This model also demonstrates the quickly diminishing developable land remaining in the area.

Model 2



Model 2 looks specifically at the area in question. While single family residential may not be out of character for this area the proximity of the subject parcels to the existing Bailes Ridge Corporate Park provides the opportunity to easily expand employment/light industrial opportunities in way that minimizes the impact upon less intensive uses. Accordingly, staff finds the proposed rezoning to be incompatible with the surrounding area.

Another rezoning application to be heard on the same agenda as the subject request, RZ-2021-1679, is to rezone approximately 4.97 acres from LDR District to LI District (outlined in red dots in the model above).

Consistency with Comprehensive Plan.

The adopted Comprehensive Plan establishes that the Future Land Use Category of the subject parcels to be Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood.

According to the adopted Comprehensive Plan, the Walkable Neighborhood Community Type is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value The Comprehensive Plan further establishes several possible land use considerations (see table below) representing typical development in this category.

However, the Future Land Use map highlights the intersection of Old Bailes Rd and Highway 160 as the only designated "employment node" within the county. The Employment Center corresponds with a community type of Suburban Office Center, which is defined as an area which "*provide(s) opportunities to concentrate employment in the region on normal workdays. They include both large-scale isolated buildings with numerous employees as well as areas containing multiple businesses that support and serve one another. They are typically buffered from surrounding development by transitional uses or landscaped areas and are often located in close proximity to major highways or thoroughfares.*"

The area included in the Employment Center includes both Bailes Ridge Corporate Park and McMillian Park Drive and represents a mixture of light industrial businesses and corporate headquarters (KEER, Unique Loom, Movement Mortgage, Continental Tire, etc.) Given the proximity to the existing employment center and the lack of other suitable locations for Light industrial in the Panhandle staff believes this area could represent a natural expansion of the existing Employment Center. Thus, acknowledging that a base FLU designation of Neighborhood Mixed-Use may support single-family residential development staff feels that this area is better suited to serve the natural expansion of the only designated employment center in the county.

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

TIA Findings:

Intersections studied:

- Possum Hollow Road at Old Bailes Road,
- Possum Hollow Road at SC 160,
- Possum Hollow Road at US 521,
- Old Bailes Road at SC 160,
- Old Bailes Road at Olin Yarborough Road,
- SC 160 at Barberville Road,
- SC 160 at US 521.

Estimated Generation		
AM	PM	Weekday
210	281	2,760

Proposed Improvements:

The TIA submitted by the applicant recommends no mitigation or improvements.

Third-Party Review:

The County requires a third-party review for all incoming Traffic Impact Analysis (see Attachment 5). The following were major comments noted in the third-party review:

- No PE stamp on the report.
- Analysis period did not show a 2026 No-Build comparison to 2026 Build (Build plus 1 year).
- The TIA did not cover SCDOT's ARM compliance relating to driveway sight distance and spacing.
- No real identification of mitigation was issued for intersections with unacceptable LOS.

At the time of publication of this report the applicant has not yet addressed the concerns noted in the County's third party review.

DEVELOPMENT AGREEMENT

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

The applicant submitted the proposed Development Agreement enclosed with this staff report. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and TIA.

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on October 11th, 2021 (first reading of the ordinance).

COMMUNITY MEETING:

At the time of publication of this report no community meeting has taken place however, the applicant has scheduled a community meeting to take place September 15th, 2021 at 5:30 pm.

PHOTOS OF PROJECT AREA:



Aerial of subject property and nearby Corporate Parks

STAFF RECOMMENDATION:

Staff recommends:

(1) **Denial** of RZ-2021-0847 to rezone approximately 140.39 acres from Low Density Residential (LDR) District to Medium Density Residential (MDR) District with the Cluster Subdivision Overlay (CSO);

(2) **Denial** of DA-2021-0847 an application by D.R. Horton to develop approximately 140.39 acres under the Cluster Subdivision Overlay (CSO).

All pursuant to the following findings of fact, and subject to the following conditions of approval:

Findings of Fact:

1. That the subject property consists of 140.39 acres of land generally located at West of the intersection of Old Bailes Road and Possum Hollow Road (0007-00-015.00, 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06);
2. That the subject property is zoned Low Density Residential (LDR) District;
3. That 140.39-acres are proposed to be rezoned Medium Density Residential (MDR) District;
4. That, should this rezoning and development agreement be approved, the 140.39 acre property would be developed with 283 Single Family homes developed under the Cluster Subdivision Overlay.

ATTACHMENTS:

1. Application
2. Location Map/ Zoning Map
3. Master Development Plan
4. Traffic Impact Analysis (BGE)
5. Traffic Impact Analysis Response Letter
6. Development Agreement

STAFF CONTACT:

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

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
0007-00-015.00, 0007-00-022.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04, 0007-00-023.06
City _____ State _____ Zip _____ Tax Parcel ID _____

Current Zoning LDR Current Use Single Family / Vacant

Proposed Zoning MDR-CSO Total Acres +/-140.39

Project Description +/- 293 Single Family Lot Subdivision on +/- 140.39 Acres

Surrounding Property Description Single Family Residential Lots and Vacant Woodland/Floodplain

CONTACT INFORMATION

Applicant Name DR Horton, Attn: Kristin Bickman, Division President

Address 8001 Arrowridge Blvd

City Charlotte State NC Zip 28273 Phone (704) 377-2006

Fax _____ Email KLBickman@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

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 1

PARCEL ID: 0007-00-015.00 ADDRESS: 9546 Olin Yarborough Rd.
ACREAGE: 50.86+/- acres
OWNER: Muriel Abercrombie
Estate of Barbara Yarborough, Muriel Abercrombie, Executrix
ADDRESS: 2282 Sunset Circle, Fort Mill, SC 29715
OWNER Jerry Yarborough
1814 Powell Place, Jacksonville, Florida 32210

Muriel Abercrombie — Owner Signature

Muriel Abercrombie 3-18-21 — Print Name / Date

803-548-6052 — Phone Number

muriel@comporium.net — Email

State of South Carolina
County of York

On this 18th day of March, 2021 before me personally appeared Muriel Abercrombie who provided satisfactory evidence of his/her identification to be the person whose name is subscribed to this instrument, and he/she acknowledged that he/she executed the foregoing instrument.

Karen E. Morrow
Karen E. Morrow – Notary Public
York County, South Carolina
My commission expires: December 20, 2022

KAREN E MORROW
Notary Public
State of South Carolina
My Commission Expires 12-20-2022

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment Application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 1

PARCEL ID: 0007-00-015.00 ADDRESS: 9546 Olin Yarborough Rd.
ACREAGE: 50.86+/- acres
OWNER: Muriel Abercrombie
Estate of Barbara Yarborough, Muriel Abercrombie, Executrix
ADDRESS: 2282 Sunset Circle, Fort Mill, SC 29715
OWNER Jerry Yarborough
1814 Powell Place, Jacksonville, Florida 32210

Owner Signature

Jerry O. Yarborough 3-24-21
Print Name Date

(904) 388-2509
Phone Number

mmyjay@comcast.net
Email

STATE OF FLORIDA
COUNTY OF Duval
The foregoing instrument was acknowledged before me this 24 day of March 2021
by Jerry Yarborough
☐ PERSONALLY KNOWN TO ME
☒ PRODUCED AS IDENTIFICATION
FLDL
Type of identification

ALISON LEA HARRISON
Commission # GG 140180
Expires August 31, 2021
Bonded Thru Troy Fain Insurance 800-385-7019

Alison Lea Harrison

[redacted]

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	

Lawrence Terry Potts Jr — Lawrence Terry Potts Jr — 3-17-21

PR for Lawrence Terry Potts SR. ESTATE

Owner/Beneficiary Signature — Print Name — Date

Angela Potts Ennis — Angela Potts Ennis — 3-17-21

Marjorie Potts Moore — Marjorie Potts Moore — 3-17-21

803 372 1019 — Phone Number

Lpotts_25@Yahoo.com — Email

803-242-1375 — Phone Number

pottsandpans@hotmail.com — Email

803-242-3378 — Phone Number

maggiepmoore@live.com — Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke — 3/17/21

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment Application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 3

PARCEL ID:	0007-00-022.01	ADDRESS: 9310 Asbury Lane
ACREAGE:	2.0+/- acres	
OWNER:	Estate of Sarah P. Sigwart, Donna McAfee, Executrix	
ADDRESS:	7001 Valley Haven Drive, Charlotte, NC 28211	

Donna McAfee
Owner Signature

Donna McAfee
Print Name EXECUTRIX

3-17-21
Date

704-366-5709
Phone Number

mcafee-donna@yahoo.com
Email

Oath or Affirmation

STATE OF North Carolina

COUNTY OF Union

Sworn to (or affirmed) and subscribed before me this day by Donna Mcaffee,
Name of principal

regarding the contents of the foregoing document: Property Owners + Signature Page
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
name of credible witness
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.

Date: 3-17-21

Lacreeta M Parsons
Notary Public

Lacreeta M Parsons
Typed or Printed Notary Name

My commission expires: Feb 15 2026

(Official Seal)
LACREETA M PARSONS
NOTARY PUBLIC
UNION COUNTY, NC

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment Application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 4

PARCEL ID:	0007-00-022.02	ADDRESS: 9284 Asbury Lane
ACREAGE:	2.44+/- acres	
OWNER:	William M. Hayes	
ADDRESS:	9284 Asbury Lane, Indian Land, SC 29707	

William M. Hayes — Owner Signature

William Hayes — Print Name

3-20-21 — Date

803-322-2009 — Phone Number

YoLoSN2015@gmail.com — Email

Notary: Tyler Ivey

Lec, SC 29072
USA

my comm exp. July 26, 2029

TYLER IVEY
NOTARY
PUBLIC
EXP. JULY 26, 2029
SOUTH CAROLINA

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment Application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 5

PARCEL ID:	0007-00-022.03	ADDRESS: 9280 Asbury Lane
ACREAGE:	6.14+/- acres	
OWNER:	Angela Potts Ennis and William Troy Ennis	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 3/17/21

x William Troy Ennis

Owner Signature

William Troy Ennis 3/17/2021

Print Name Date

Angela Potts Ennis
owner signature

Angela Potts Ennis
print name

date - 3/17/2021

803-242-4873

Phone Number

b.g.ts e hotmail.com

Email

803-242-1375
phone number

pottsangela@hotmail.com
email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 3/17/21

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment Application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 6

PARCEL ID:	0007-00-022.04	ADDRESS: 9322 Asbury Lane
ACREAGE:	2.60+/- acres	
OWNER:	Marjorie Potts Moore	
ADDRESS:	9322 Asbury Lane, Indian Land, SC 29707	

Marjorie Potts Moore — Owner Signature

Marjorie Potts Moore — Print Name

3/17/2021 — Date

803-242-3378 — Phone Number

margiepmoore@live.com — Email

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CARO

Tara H Cook

3/17/21

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment Application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 7

PARCEL ID:	0007-00-023.06	ADDRESS: Old Bailes Rd
ACREAGE:	25.94+/- acres	
OWNER:	Edith Potts Jones	
ADDRESS:	9393 Hwy 55 Clover, SC 29710	
OWNER	(Lawrence Terry Potts, Sr.)	
OWNER/BENEFICIARY:	Lawrence Terry Potts, Jr. Beneficiary and Personal Representative For the estate of Lawrence Terry Potts, Sr.	
ADDRESS:	9246 Old Bailes Road, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Angela Potts Ennis, Beneficiary	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Marjorie Potts Moore, Beneficiary	
	9322 Asbury Lane, Indian Land, SC 29707	

Lawrence Terry Potts, Jr 3.17.21

PR for LAWRENCE TERRY POTTS SR. ESTATE

Owner/Beneficiary Signature

Print Name — Date

Angela Potts Ennis 3-17-21

Marjorie Potts Moore 3-17-21

803 370 1019

Lpotts-25@yahoo.com

Phone Number

Email

803-242-1375

803-242-3378

pottsandpars@hotmail.com

margiepmoore@live.com

TARA H. COOKE NOTARY PUBLIC COMM. EXP. 4-10-2028 SOUTH CAROLINA

Tara H Cooke 3/17/21

ZONING APPLICATION – PROPERTY OWNERS AND SIGNATURE PAGE

Property Owner Certification: I hereby certify that I have read the Zoning Map Amendment Application and the information supplied herein is true and correct to the best of my knowledge. I agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I further certify that I am the property owner, or his/her authorized agent, of the subject property and authorize DR Horton, Inc. to submit this Zoning Map Amendment Application on my behalf. I understand that falsifying any information herein may result in rejection or denial of this request.

Parcel 7

PARCEL ID:	0007-00-023.06	ADDRESS: Old Bailes Rd
ACREAGE:	25.94+/- acres	
OWNER:	Edith Potts Jones	
ADDRESS:	9393 Hwy 55 Clover, SC 29710	
OWNER	(Lawrence Terry Potts, Sr.)	
OWNER/BENEFICIARY:	Lawrence Terry Potts, Jr. Beneficiary and Personal Representative For the estate of Lawrence Terry Potts, Sr.	
ADDRESS:	9246 Old Bailes Road, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Angela Potts Ennis, Beneficiary	
ADDRESS:	9280 Asbury Lane, Indian Land, SC 29707	
OWNER/BENEFICIARY:	Marjorie Potts Moore, Beneficiary	
	9322 Asbury Lane, Indian Land, SC 29707	

Edith Potts Jones — Owner/Beneficiary Signature

Edith Potts Jones — Print Name

3-17-2021 — Date

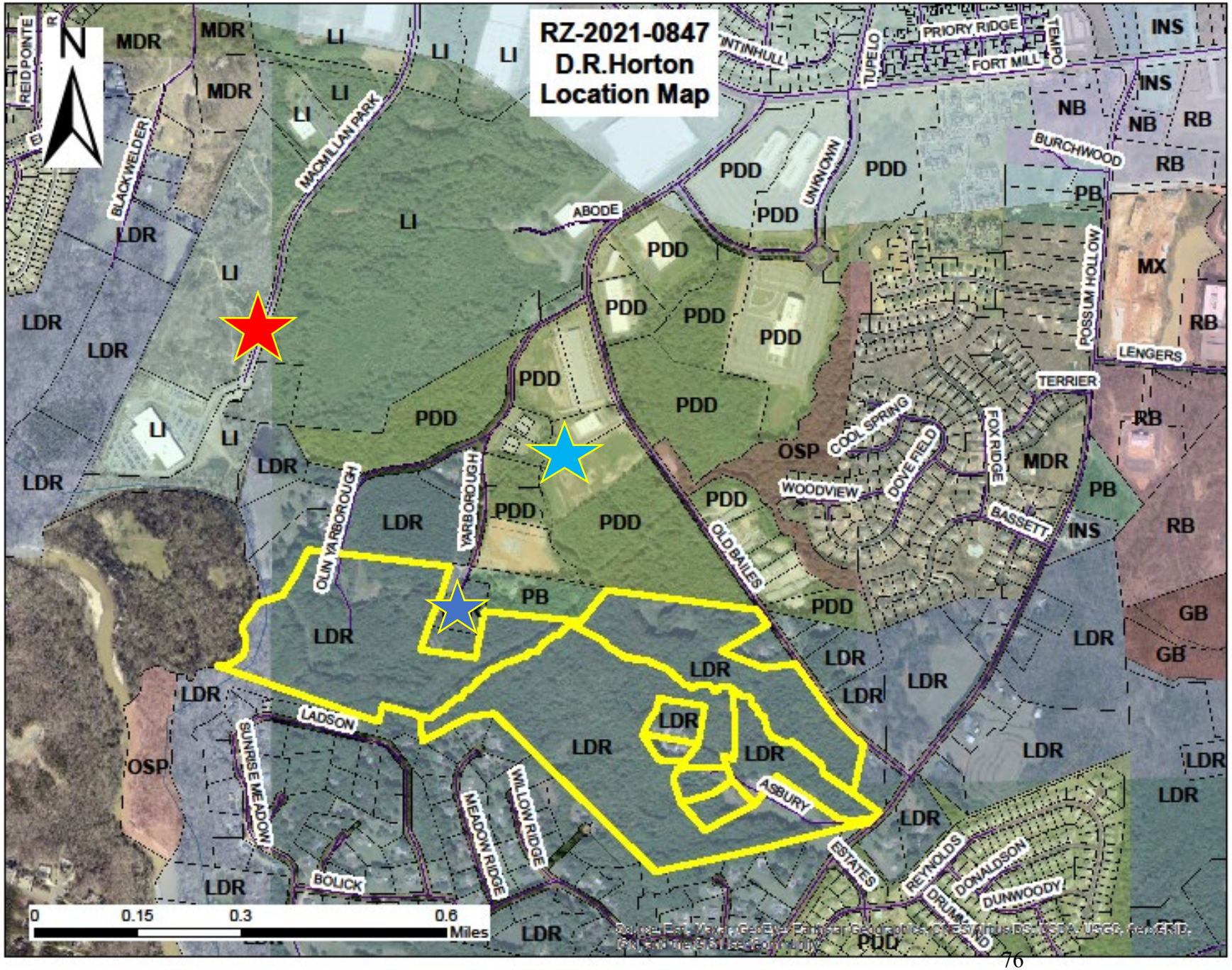
803-831-8200 — Phone Number

Jonesclvr@AOL.Com — Email

Notary: [signature]

My Commission Expires
October 4, 2023

3-17-2021



Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to MDR- Cluster Subdivision Overlay

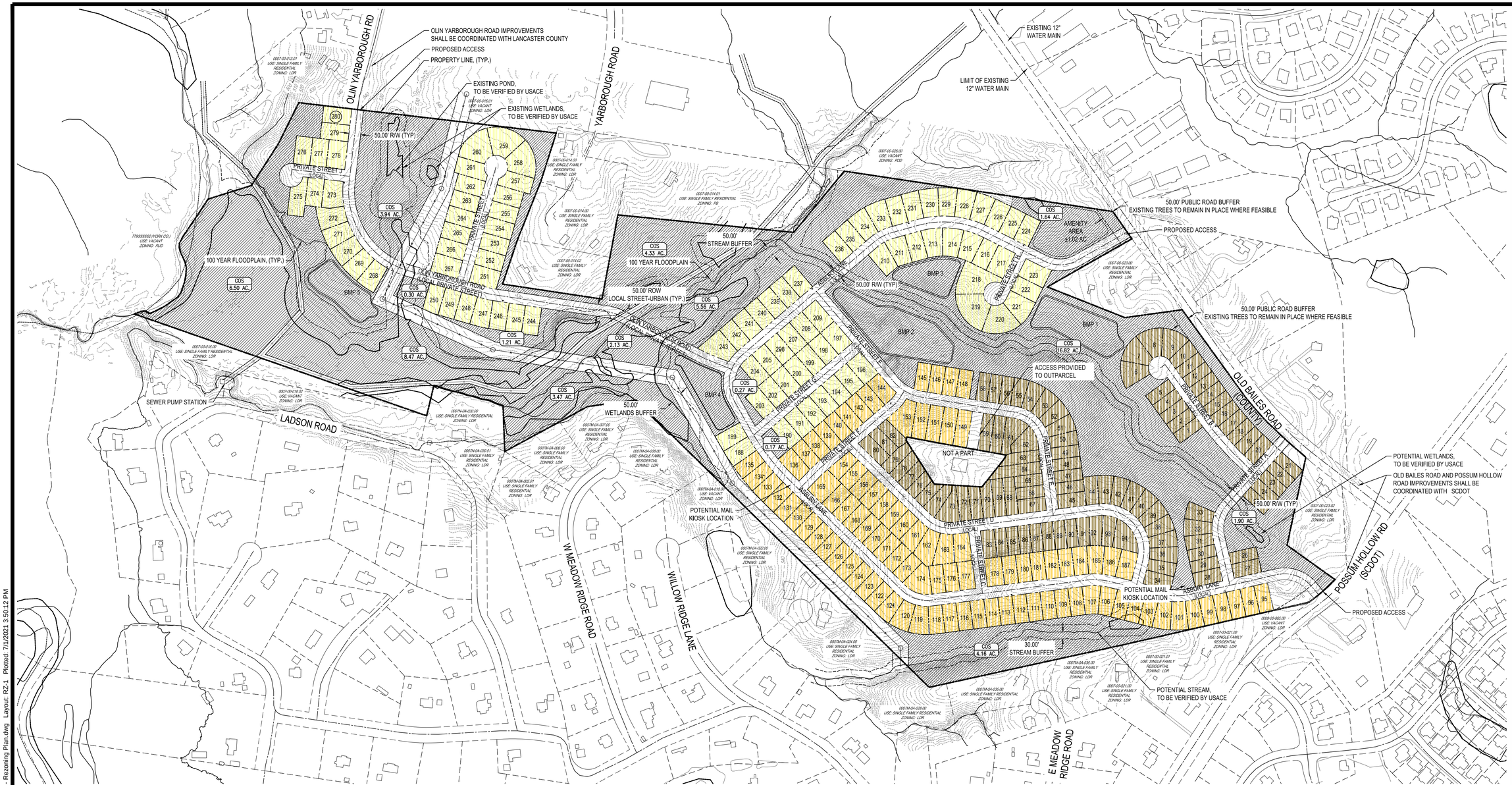
Legend:

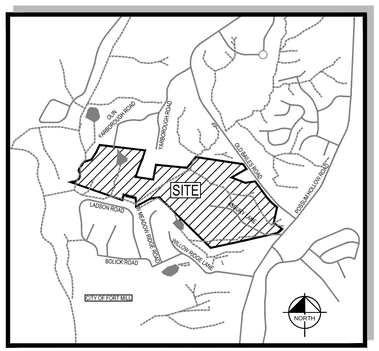
Subject Property

RZ-2021-1679: Ranshaw Rezoning

McMillian Park Drive

Bailes Ridge Corporate Park





SITE LOCATION MAP
NOT TO SCALE

SITE DATA

TOTAL ACREAGE:	± 140.39 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-(CSO), MED. DENSITY RESIDENTIAL - CLUSTER OVERLAY
EXISTING USES:	VACANT / SINGLE FAMILY RESIDENTIAL
PROPOSED USE:	SINGLE FAMILY RESIDENTIAL
MAXIMUM DENSITY:	2.50 DUA
PROPOSED DENSITY:	2.02 DUA
MAXIMUM BUILDING HEIGHT:	35'
PROPOSED DWELLING UNITS:	283 UNITS
MINIMUM LOT AREA:	5,000 SF
MINIMUM LOT WIDTHS:	33% AT 50' WIDTH, 33% AT 60' WIDTH, AND 33% AT 70' WIDTH
TYPICAL LOT SIZES:	50' X 120', 60 X 120', AND 70' X 120'

OPEN SPACE

REQUIRED OPEN SPACE:	25% (35.09 AC)
PROVIDED OPEN SPACE:	35.09 AC MINIMUM (25%)

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% (75.74 AC)

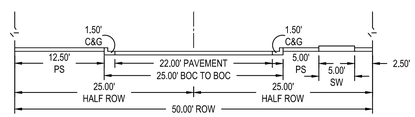
PARKING

SPACES REQUIRED:	283 SPACES (283 UNITS x 1 SPACES/UNIT)
SPACES PROPOSED:	1132 SPACES
GARAGE SPACES:	566 SPACES
DRIVEWAY SPACES:	566 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.

Unit Type	Qty	Mix
Unit Type (50' x 120')	94	33.2%
Unit Type (60' x 120')	95	33.6%
Unit Type (70' x 120')	94	33.2%
Total	**283**	**100.0%**



TYPICAL STREET SECTION
SCALE: 1" = 10'

N

0 100' 200' 400'
SCALE: 1" = 200'

811 Know what's below. Call before you dig.

REV	DATE	DESCRIPTION

DESIGNED BY: WSM
DRAWN BY: WSM
REVIEWED BY: AG

BGE
1111 METROPOLITAN AVE, SUITE 250
CHARLOTTE, NC 28204
WWW.BGEINC.COM
SC LICENSE #C-5630

©2021

D·R·HORTON America's Builder
8001 ARROWRIDGE BLVD
CHARLOTTE, NORTH CAROLINA 28273

ASBURY LANE

WEST OF THE INTERSECTION OF OLD BAILES RD AND POSSUM HOLLOW RD
LANCASTER COUNTY, SOUTH CAROLINA

REZONING: CONCEPT PLAN

NOT FOR CONSTRUCTION

FILE NUMBER: 7734-05

DATE: 07/01/2021

RZ-1

G:\NCA\Projects\DR Horton\7734-05 - DR Horton - Asbury Lane\903 - DWG\PlanSheets\Rezoning\RZ-1 - Rezoning Plan.dwg Layout: RZ-1 Plotted: 7/1/2021 3:50:12 PM

Asbury Lane
Traffic Impact Analysis

Indian Land, SC

Residential Neighborhood

PREPARED FOR:

D.R. Horton
8001 Arrowridge Boulevard
Charlotte, NC 28273

PREPARED BY:

BGE
1111 Metropolitan Avenue, Suite 250
Charlotte, NC 28204

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

RESPONSIBLE ENGINEER:
MEGAN E. SIERCKS, P.E., PTOE, PTP
SOUTH CAROLINA REGISTRATION NO. 36297
BGE, INC. REGISTRATION NO.5630

July 14, 2021

© BGE 2021

Executive Summary

A traffic impact analysis was conducted for a proposed development in Indian Land, South Carolina for the use of single-family residential land development. The proposed development will be located on the southwest quadrant of the intersection of Possum Hollow Road and Old Bailes Road. The proposed development is expected to generate approximately 210 AM trips, 281 PM trips, and 2,760 weekday trips. Access to the proposed development will be on Possum Hollow Road, Old Bailes Road, and Olin Yarborough Road. All proposed driveways located on Possum Hollow Road and Old Bailes Road will serve as a full access driveways. Olin Yarborough Road is planned to continue as an internal street within the proposed development. For the purposes of this study, the project's full build-out conditions are assumed to be the Year 2025. A future analysis, build plus one year, was conducted for Year 2026.

As part of the analysis, the traffic generated and growth rate from the approved Bailes Ridge Apartments TIA provided was included in the analysis. The traffic generated by the Bailes Ridge Apartments was included in the Year 2025 and Year 2026 conditions. The growth rate used was matched from the approved traffic impact analysis for the Bailes Ridge Apartments. The analysis also included the Highway 160 improvements as part of the existing and future analyses.

This traffic impact analysis provides an assessment of key traffic circulation impacts in order to identify the necessary transportation infrastructure needed to accommodate the proposed development generated travel demand. The analyses contained in this report focus on traffic operating conditions at the following study intersections under the existing and future conditions:

- Possum Hollow Road at Old Bailes Road
- Possum Hollow Road at Highway 160
- Highway 521 at Possum Hollow Road
- Old Bailes Road at Olin Yarborough Road
- Old Bailes Road at Highway 160
- Barberville Road at Highway 160
- Highway 521 at Highway 160
- Old Bailes Road at Local Street I
- Possum Hollow Road at Local Street A
- Old Bailes Road at Local Street B

Capacity analyses were conducted for the ten study intersections for the projected weekday AM peak hour and weekday PM peak hour. Analyses were completed with the aid of *Otiss*, a trip generation software, and *Synchro 11*, a traffic simulation and capacity software. Four future scenarios were analyzed as part of this study. The impacts of the proposed development were analyzed under the "Year 2025 Build" and "Year 2026 Build" conditions, which considers the increase in trips generated by the proposed development.

The mitigation considerations as a result of the development are as follows:

1. **Year 2025 Build out Condition**: No mitigation measures are recommended.
2. **Future Year Analysis (Build Out plus One Year):** No mitigation measures are recommended.

1. Overview of Traffic Impact Analysis (TIA) Report

BGE submitted a traffic impact analysis report for single family home development that will access Old Bailes Road, Possum Hollow Road, and Olin Yarborough Road. Megan Siercks is the Engineer on Record (EOR) for producing the detailed traffic report. Seven intersections were analyzed for impacts – Possum Hollow Road at Old Bailes Road, Possum Hollow Road at SC 160, Possum Hollow Road at US 521, Old Bailes Road at SC 160, Old Bailes Road at Olin Yarborough Road, SC 160 at Barberville Road, and SC 160 at US 521. The three access points were only checked for capacity – 2 on Old Bailes Road and 1 on Possum Hollow Road. Another access point will be an extension into the development via dead-end road Olin Yarbrough Road. The overall report contained a good breakdown of volume and distribution among the 7 intersections. The analysis just showed a Build year of 2025 with 2025 No Build conditions. Did show Build plus 1 year of 2026 Build conditions but no comparison to 2026 No Build. There were some unacceptable levels of service but did not show mitigation .

2. Items of Interest in the TIA Report

The TIA document was redlined with marks highlighting interest items below:

- Title Page – No PE Stamp.
- Page 1- Section 1.2 – No Covid factor applied to existing counts (SCDOT might have waived this requirement if volumes have been shown to be back to normal).
- Page 8 – Should have performed a 2026 No-Build to compare to 2026 Build in accordance with the UDO 6.8 (Build plus 1 year); did compare 2025 No-Build to 2025 Build and did a 2026 Build.
- Page 9 – Trip generation was checked, and distribution is agreeable.
- Page 13 – Did not show a 2026 No Build for comparison to 2026 Build.
- Page 14 – statement highlighted makes it look like all intersections existing are operating at an acceptable level of service, but the individual movements in which trips are added do not – bullets below the highlighted do point out the unacceptable LOS locations. First bullet is a confusing statement.
- Page 15 – Major discrepancies highlighted in the No Build to Build comparison particularly the increase of seconds of Delay.
- Page 16 - statement highlighted makes it look like all intersections existing are operating at an acceptable level of service in which the individual movements are not – particularly the ones adding trips to the movement – bullets below the highlighted do point out the unacceptable LOS locations. First bullet is a confusing statement.
- Page 17 - Major discrepancies highlighted in the No Build to Build comparison particularly the increase of seconds of Delay.
- Page 17 – Also need to compare the individual movements adding trips for comparison in the Delay in seconds

- Page 21 & 22 – the report did not check the need for left turn lanes - noted a location at Possum Hollow Road at Old Bailes Road – possible need due to high percentage of left turn movements compared to advancing volume. Might consider left turn lane due to safety.
- Page 23 – Errors in the statements. Make vague comments on resolving some unacceptable LOS but no resolution determined.
- Page 25 & 26 – showed unacceptable LOS movements for 4 intersections.
- Page 27-29 – very confusing charts – looks to compare 2025 Build with improvements which are not directly stated in the report to 2026 Build with no improvements? Not comparing apples to apples – not a good chart; P 27 shows 2026 Build a better LOS than 2025 Build with improvements (error?).
- Page 32 – Recommends no mitigation even though 4 intersections does not meet UDO 6.8 requirements for mitigation.

3. Checklist Comments

Attached is a TIA checklist that reviews all submitted information for proper TIA submittal. There was no PE stamp on the report. The analysis period did not show a 2026 No-Build comparison to 2026 Build (Build plus 1 year). The TIA did not cover SCDOT's ARM compliance relating to driveway sight distance and spacing. No real identification of mitigation was issued for intersections with unacceptable LOS. UDO 6.8 was not exactly followed with not showing 2026 No-Build to 2026 Build conditions (Build plus 1 year).

4. Recommendations

1. **Verify sight distance for both access points on Old Bailes Road and access on Possum Hollow Road.**

2. **To make a good report comparison – have a 2026 No-Build to 2026 Build chart**

3. **Show mitigation for unacceptable LOS movement at intersections. Then explain reasons for not being able to accomplish if not feasible in the scope of work by the developer.**

4. **Note – intersection of Old Bailes Road at Possum Hollow Road appears to have sight sight distance issue. Since a large amount of development traffic would be using this intersection, could come up with a solution since this location is adjacent to the development.**

----------(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 _____ 2021 ("Agreement Date"), by and between DR Horton, Inc., a Delaware Corporation ("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 104.39 acres, more or less, located in the County and known as the (Project Name TBD)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.

0007-00-015.00, 0007-00-22.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04 and 0007-00-023.06, comprising the Property, be rezoned to MDR (CSO) 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 MDR (CSO) 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 _____2021.

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

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

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

(6) "Developer" means DR Horton, Inc., a Delaware Corporation, 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. 2021-_____" means Ordinance No. 2021-_____ of the County, zoning Tax Parcel Nos.
0007-00-015.00, 0007-00-22.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04 and 0007-00-023.06
, comprising the Property, to MDR (CSO) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2021-_____" means Ordinance No. 2021-_____ 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 seven (7) parcels of land identified as Tax Map Nos
0007-00-015.00, 0007-00-22.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04 and 0007-00-023.06
, 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. Seven (7) parcels comprising the Property are currently zoned Low Density Residential (LDR) District and Tax Parcels

0007-00-015.00, 0007-00-22.00, 0007-00-022.01, 0007-00-022.02, 0007-00-022.03, 0007-00-022.04 and 0007-00-023.06
, is anticipated to be rezoned MDR (CSO) District (from LDR District) pursuant to Ordinance No. 2021- _____.

Section 1.06. Development Program.

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

(C) 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 set forth in Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

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

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately 101 and 19/100 acres (101.19).

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(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 MX District Master Development Plan described in Section 1.06(C), 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. 2021- _____, 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 Lancaster County Five Hundred and No/100 Dollars ($500.00) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01C. Funds for Public Safety. Developer agrees to pay Lancaster County _____ Thousand _____ Hundred _____ ($_,____.__) Dollars per housing unit which shall be paid when a building permit is issued (the "Public Safety Payment"). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, emergency medical services, and parks and recreation in the panhandle area

of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively "Developer Fees") shall be adjusted annually to reflect the effects of inflation on the costs for facilities and services set forth herein. The fee amounts shall be adjusted using the Construction Cost Index calculated by the publication, Engineering New Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The fee adjustment become effective on July 1 of each year. If July 1 falls on a weekend, the fee adjustment will become effective on the next business day thereafter.

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

The Parties recognize that the majority of the direct costs associated with the Development of the Property will be borne by Developer, and many necessary infrastructure improvements and services will be provided by Developer or other governmental or quasi-governmental entities, and

not by the County. For clarification, the Parties make specific note of and acknowledge the following:

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

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer (if not already prepared at time of Agreement). Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. 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 _____ Fire Department service area and fire services will be provided by the _____Fire Department, or its successor entities. Developer acknowledges that the _____ 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: DR Horton, Inc._____
Attn: Brian Etheridge, East Region Vice President
8025 Arrowridge Blvd.
Charlotte, NC 28273
Phone: 704-377-2006
Fax: 800-716-0357
Email: BEtheridge@drhorton.com

With a Copies to: East Region Counsel
DR Horton, Inc.
2325 Lakeview Pkwy, Suite 275
Alpharetta, GA 30009

And

Michael R. Ganley, Esq.
Bagwell Holt Smith, P.A.
136-4 Forum Drive
Columbia, SC 29229
Phone: 803-701-1004
Email: mganley@bhspa.com

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., _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:
	DR Horton, INC., A Delaware corporation
_____	By: _____ Name: Title:
_____	Date: _____
_____	By: _____ Name: Title:
_____	Date: _____

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 _____ 2021.

_____ (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 _____ 2021.

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

Exhibit A

PROPERTY DESCRIPTION.

All that certain lot or parcel of land situate, lying, and being in Lancaster County, South Carolina, and more particularly described as follows:

Exhibit A-2

Plat(s)

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 MDR (CSO) zoning 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 MDR (CSO) 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 MDR (CSO) 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 dated TBD.
      ii. Developer shall construct a __TBD_____turn lane on ___TBD_____Road at the main entrance to the Property and_____TBD_____, as shown on Exhibit B-1.
   b. Onsite Improvements:
      i. *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.
      ii. *Traffic Calming:* None required
      iii. *Walkway Connections:* Developer shall install a pedestrian walkway along the frontage of the Property and _____Road as shown on Exhibit B-1.
      iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to connect to serve the Property

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 -2024	100 units
2 - 2025	100units
3 - 2026	90 units
4	_____ units
5	_____ units
Total	290 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 290 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, _____, Inc., a _____ for-profit corporation, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

(D) *the then current zoning of the property and a statement, if applicable, of any proposed 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. 2021-_____ zoning properties subject to the Development Agreement to MDR (CSO) District attached hereto as Exhibit-1.
2. Ordinance No. 2021-_____, 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. 2020-_____

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2020-_____

[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 2021-_____, 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 #: DA-2021-0847
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:
See documents for RZ-2021-0847

Points to Consider:
Companion Case: RZ-2021-0847

Recommendation:
Staff recommends **Denial** of DA-2021-0847 an application by D.R. Horton to develop approximately 140.39 acres under the Cluster Subdivision Overlay (CSO).

Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-1361
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:
The applicant has requested to rezone four parcels approximately 23.769 acres in size. Should the rezoning request be approved, the intention of the applicant is to develop a major subdivision.

Points to Consider:
The subject property is surrounded by the LDR and MDR Districts. The requested MDR District is intended for the same single-family residential and related uses as the LDR District, but with an increased permitted density of 2.5 units per acre (as compared with 1.5 for LDR District). This area is characterized by single-family homes on lots of varying sizes. The requested zoning district would be consistent with the existing, adjacent MDR-zoned parcels.
The subject parcel is in close proximity to approved residential subdivisions, including Bretagne, Preserve at Barber Rock, Barber Rock. While the subject parcel is close to major residential developments, the parcel itself can only be accessed by Tillman Steen Road, which is a relatively unimproved road located between Camp Cox Circle and Barberville Road. Improvements will likely be required for Tillman Steen Road.
Companion case to DA-2019-0803

Recommendation:
Staff recommends **approval** of the request to rezone.

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	9/13/2021	Planning Staff Report
Exhibit 1: Application	9/13/2021	Exhibit
Exhibit 2: Zoning Map	9/13/2021	Exhibit

PROPOSAL:	Request to rezone approximately 23.769 acres of property
PROPERTY LOCATION:	10590 Tillman Steen Road (TM# 0003-00-064.00; 0003-00-064.01; 0003-00-065.00; and 0003-00-066.00)
CURRENT ZONING DISTRICT:	Low Density Residential (LDR) District
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR) District
APPLICANT:	McCarthy Development Group
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone four parcels approximately 23.769 acres in size. Should the rezoning request be approved, the intention of the applicant is to develop a major subdivision.

Site Information

The parcel proposed to be rezoned is currently improved with two single-family homes and a mechanical shop and is predominantly wooded.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by LDR and MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Large Lot Single-Family Residential
South	Lancaster County	LDR;MDR	Single-Family Residential
East	Lancaster County	MDR	Single-Family Residential (Preserve at BR)
West	Lancaster County	MDR	Single-Family Residential (Bretagne)

Recent Projects in Surrounding Area			
Case #	**Description**	**Date**	**Outcome**
MX-2018-002	Sugar Creek IMX Townhomes	6-24-19 (CC)	Approved
SD-2019-001	Patterson Preserve Prelim Plat – 177 Lots	6-18-19 (PC)	Approved
RZ/MX-2020-2650	Redwoods	4-12-21 (CC)	Approved

ANALYSIS & FINDINGS:

Zoning Districts
Current LDR
As previously noted, the subject property is currently zoned LDR District.

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

Requested MDR
UDO Chapter 2.3 describes that the requested MDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district*.

Compatibility with Surrounding Area
The subject property is surrounded by the LDR and MDR Districts. The requested MDR District is intended for the same single-family residential and related uses as the LDR District, but with an increased permitted density of 2.5 units per acre (as compared with 1.5 for LDR District). This area is characterized by single-family homes on lots of varying sizes. The requested zoning district would be consistent with the existing, adjacent MDR-zoned parcels.

The subject parcel is in close proximity to approved residential subdivisions, including Bretagne, Preserve at Barber Rock, Barber Rock. While the subject parcel is close to major residential developments, the parcel itself can only be accessed by Tillman Steen Road, which is a relatively unimproved road located between Camp Cox Circle and Barberville Road. Improvements will likely be required for Tillman Steen Road. *See Transportation section below*.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency
The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type "is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below. The requested MDR district is consistent with the Neighborhood Mixed-Use Future Land Use category.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

No Traffic Impact Analysis (TIA) or traffic improvements are specifically required for the proposed rezoning request. A TIA is being performed in anticipation of an upcoming preliminary plat submittal.

Should this request to rezone be approved, the TIA will be reviewed by the County's engineering consultant and approved prior to preliminary plat approval.

The subject parcel is located north of Barberville Road which is maintained by SCDOT. Traffic volumes on Barberville Road between Fort Mill Highway (Highway 160) and the SC/NC border are shown below:

STREET	**VEHICLES PER DAY**		
	2019	**2016**	**2013**
Barberville Road	6,300	6,300	4,500
Source: SCDOT Traffic Counts 2009-2019			

Public Schools

Students in this area will attend Harrisburg Elementary, Indian Land Intermediate, Middle & High Schools.

PHOTOS OF PROJECT AREA:



Looking directly at one subject property



Looking directly across Tillman Steen Road



Looking southwest along Tillman Steen Road



Looking northeast along Tillman Steen Road

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone approximately 23.769 acres (TM# 0003-00-064.00; 0003-00-064.01; 0003-00-065.00; and 0003-00-066.00) from Low Density Residential (LDR) District to Medium Density Residential (MDR) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcels TM# 0003-00-064.00; 0003-00-064.01; 0003-00-065.00; and 0003-00-066.00;
2. That the subject property is currently zoned LDR District and is proposed to be rezoned MDR District;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood Community Type; and
4. That the proposed MDR District is generally consistent with the surrounding area which is comprised of LDR and MDR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

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 10590 TILLMAN STEEN ROAD

City Indian land State SC Zip 29707 Tax Parcel ID 0003-00-064.01, 0003-00-064.00, 00003-00-065.00, 0003-00-066.00

Current Zoning LDR Current Use Vacant and/or Agriculture

Proposed Zoning MDR Total Acres 23.769

Project Description Development of a single family residential subdivision.

Surrounding Property Description Surrounding properties are vacant or occupied by single family residences.

CONTACT INFORMATION

Applicant Name McCARTHY DEVELOPMENT GROUP (JAMES McCARTHY)

Address 1208 CULP ROAD

City PINEVILLE State NC Zip 28134 Phone 704.400.5715

Fax _____ Email jmccarthy@iconmasonry.com

Property Owner Name Furr Family Properties (064.00&064.01), McCarthy Properties 1 LLC (065.0&066.0)

Address (PO Box 2636, Gastonia, 28053-Furr) (1208 Culp Rd., Pinevill, NC 28134 - McCarthy Properties LLC)

City _____ State _____ Zip _____ Phone 704.400.5715

Fax _____ Email jmccarthy@iconmasonry.com

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

Applicant Fun Family Properties by Daniel M Fun, VP — Date 7/21/2021

Property Owner(s) — Date 7/21/21

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.

I, David M. Furr, certify that I am the owner of parcels 0003-00-064.01 and 0003-00-064.00 located off Tillman Steen Road in Lancaster County, South Carolina, and do authorize McCarthy Properties 1, LLC to rezone these parcels from LDR to MDR.

Signature: David M Furr Date: July 21, 2021

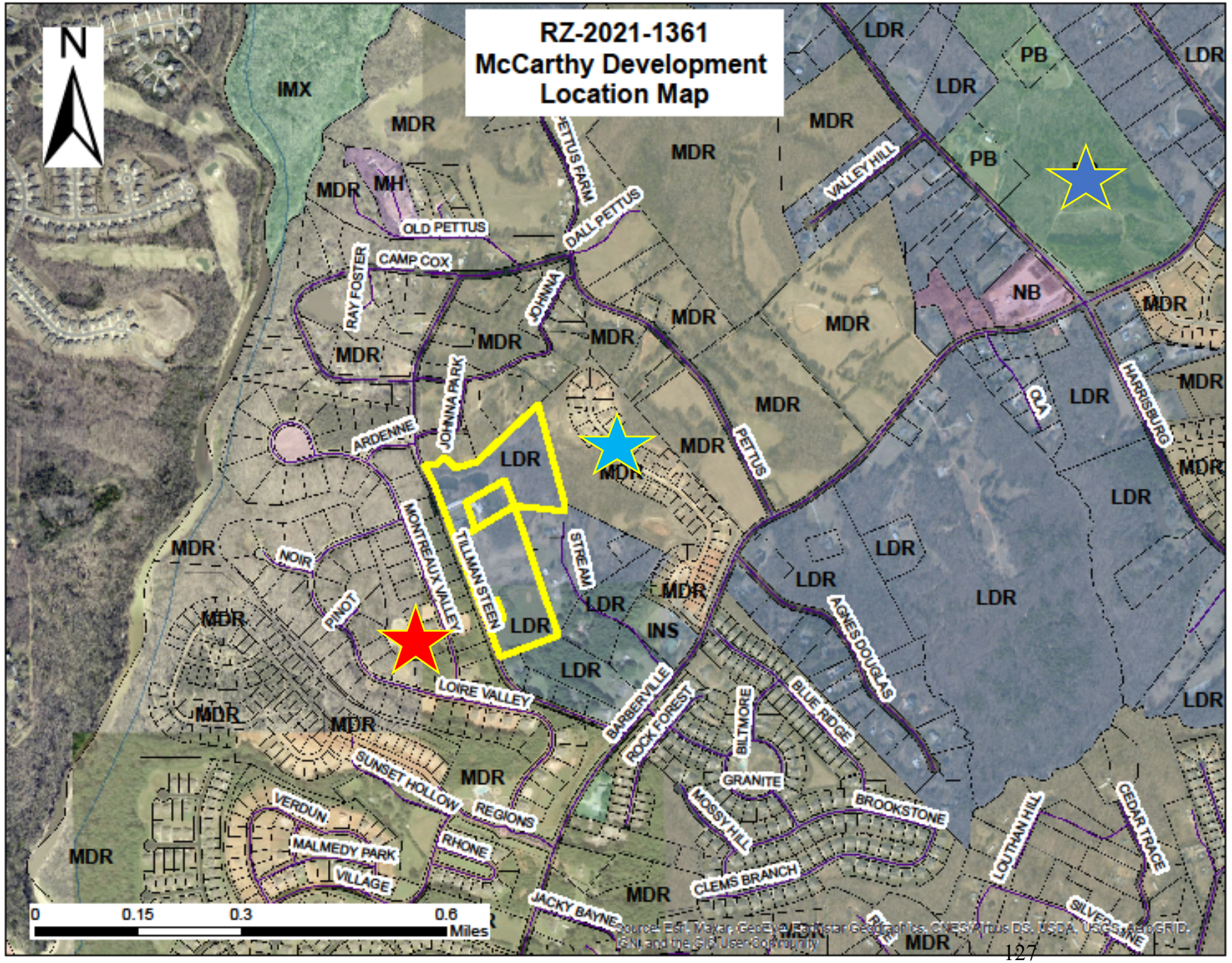
I, Angela L. Johnson a Notary Public for the State of North Carolina, County of Cleveland, do hereby certify that David M. Furr personally appeared before me this 21 day of July, 2021, and acknowledge the due execution of this authorization letter.

Witness my hand and official seal, Angela L. Johnson

ANGELA L JOHNSON
Notary Public
Cleveland County, North Carolina
My Commission Expires
March 07, 2026

My Commission expires March 7, 2021

Seal



Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to MDR

Legend:

- Subject Property
- Redwoods
- Bretagne
- Preserve at Barber Rock

Agenda Item Summary

Ordinance # / Resolution #: DA-2019-0803
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 9/21/2021

Issue for Consideration:
Taylor Morrison/ Bonterra Builders, LLC has requested to amend Ordinance 2014-1274. This ordinance served as the original development agreement for the Preserve at Barber Rock (also known as the Reserve at Barber Rock). The original agreement included 35.10 acres this amendment proposes a removal of 1.017 acres to result in a new total acreage of 34.083.

Points to Consider:
The removal will not result in an adjustment of lots, removal of lots, or realignment of roads. The proposed 1.017 acres to be removed are located in a common open space area which is separated from the remainder of the property by a stream. The intent in removing this 1.017 acres is to have it be combined in the land included in proposed rezoning RZ-2021-1361 to be included in a later major subdivision application should both the rezoning and this proposed amendment be approved.
Companion Case: RZ-2021-1361

Recommendation:
Staff recommends **approval** of this request.

ATTACHMENTS:

Description	Upload Date	Type
Exhibit 1: Application	9/1/2021	Exhibit
Planning Staff Report	9/14/2021	Planning Staff Report
Exhibit 2: Land Transfer Exhibit	9/14/2021	Exhibit

TaylorMorrison

TAYLOR MORRISON
OF CAROLINAS, INC.

Charlotte Division

11405 N. Community House Rd., Suite 150
Charlotte, NC 28277
704-357-6632

taylormorrison.com

August 18, 2021

Lancaster County Planning Commission
P.O. Box 1809
Lancaster, SC 29720

Re: Development Agreement Amendment Request for The Preserve at Barber Rock
Lancaster County, South Carolina

Planning Commission Members,

On behalf of Bonterra Builders, LLC, this letter has been prepared to request an amendment to the Major Development Agreement (Ord 2014-1274) for The Preserve at Barber Rock. This amendment is required to allow the recombination of 1.017 acres of common open space located on the west side of the development into parcel 00003-00-065.00, owned by McCarthy Properties, LLC, for the purpose of development of a single-family residential development current know as Tillman Steen Road Subdivision.

This recombination of land will not bring the Preserve at Barber Rock out of compliance with and land development code. After the proposed land swap, the common open space is reduced from 18.80 acres (53.5%) to 17.783 acres (52.12%). Additionally, the area to be recombined is essentially unusable by the residents of The Preserve due to the fact that it is cut off by the existing creek. Please see drawing titled Land Swap Exhibit for mor information.

Sincerely,

Thomas Johnson, VP Land Development
Bonterra Builders, LLC

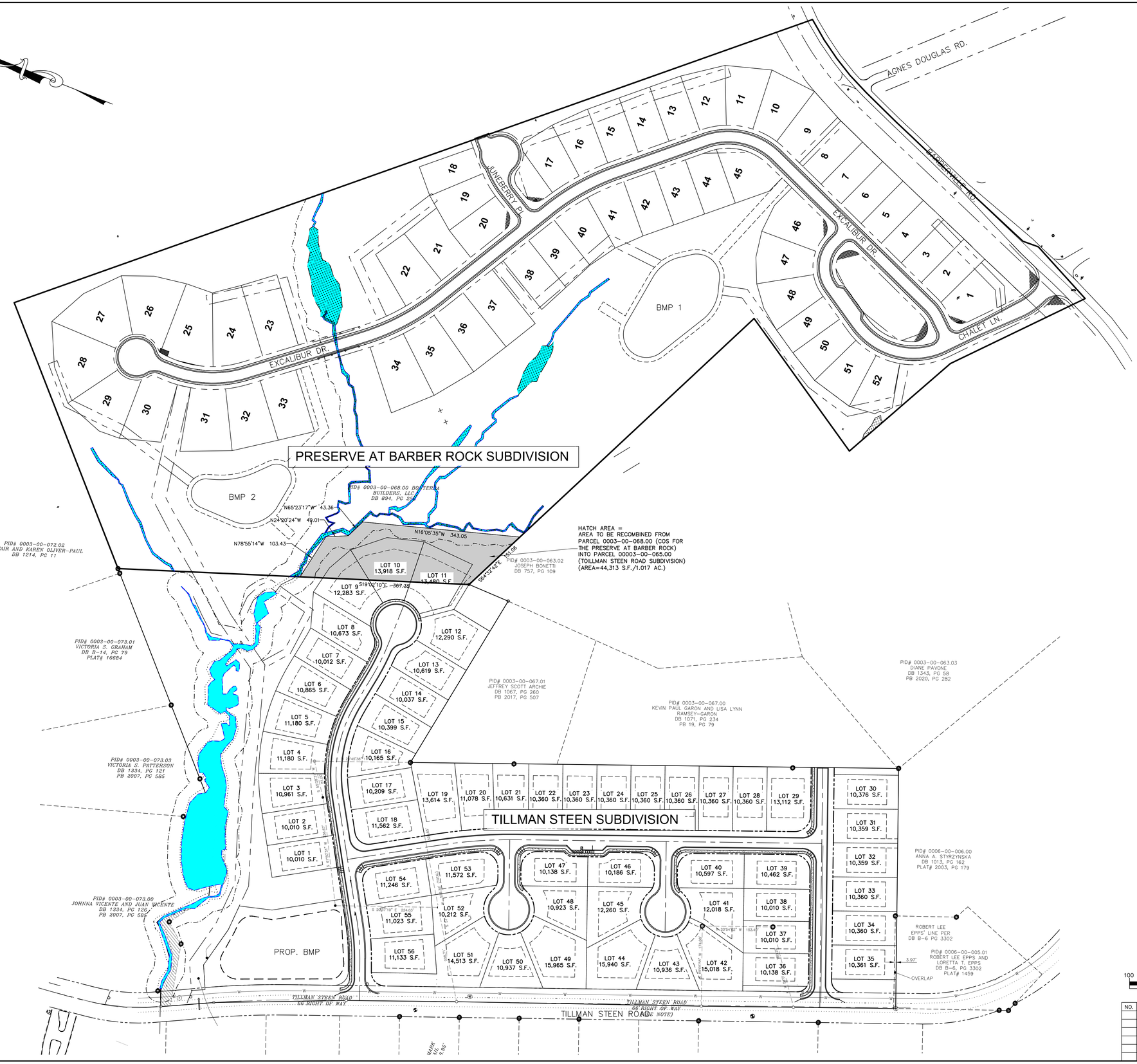
TaylorMorrison COMMUNITIES

taylor morrison
Homes Inspired by You

PROPOSAL:	Application by Taylor Morrison/ Bonterra Builders, LLC to amend an approved a Development Agreement with Lancaster County to reduce the development from 35.10 acres to 34.083. This application is associated with the companion Zoning Map Amendment RZ-2021-1361.
COUNCIL DISTRICT:	District 7, Brian Carnes

Taylor Morrison/ Bonterra Builders, LLC has requested to amend Ordinance 2014-1274. This ordinance served as the original development agreement for the Preserve at Barber Rock (also known as the Reserve at Barber Rock). The original agreement included 35.10 acres this amendment proposes a removal of 1.017 acres to result in a new total acreage of 34.083.

The removal will not result in an adjustment of lots, removal of lots, or realignment of roads. The proposed 1.017 acres to be removed are located in a common open space area which is separated from the remainder of the property by a stream. The intent in removing this 1.017 acres is to have it be combined in the land included in proposed rezoning RZ-2021-1361 to be included in a later major subdivision application should both the rezoning and this proposed amendment be approved.



HATCH AREA =
AREA TO BE RECOMBINED FROM PARCEL 0003-00-068.00 (COS FOR THE PRESERVE AT BARBER ROCK) INTO PARCEL 0003-00-065.00 (TOILLMAN STEEN ROAD SUBDIVISION) (AREA=44,313 S.F./1.017 AC.)



VICINITY MAP: N.T.S.

CURRENT DEVELOPMENT DATA FOR PRESERVE AT BARBER ROCK

TAX PARCEL #:	003-00-068.00, 003-00-063.01
SITE AREA:	35.13 AC.
COS REQUIRED:	12.29 AC. (35%)
COS PROVIDED:	18.80 AC. (53.5%)

DEVELOPMENT DATA FOR PRESERVE AT BARBER ROCK AFTER LAND SWAP WITH TILLMAN STEEN ROAD SUBDIVISION

AREA OF LAND SWAP:	1.017 AC.
NEW TOTAL SITE AREA:	34.118 AC.
NEW COS REQUIRED:	11.941 AC. (51.95%)
NEW COS PROVIDED:	17.783 AC. (52.12%)

DEVELOPMENT DATA FOR TILLMAN STEEN ROAD SUBDIVISION

TAX PARCEL #:	0003-00-065.00, 003-00-066.00, 0003-00-064.01, 0003-00-064.00 AND PORTION OF 0003-00-0068.00
PROJECT AREA BEFORE LAND SWAP:	23.76 AC.
PROJECT AREA AFTER LAND SWAP:	24.777 AC.

DRAWING NARRATIVE:

THE PURPOSE OF THIS DRAWING IS TO SHOW A PORTION OF THE PRESERVE AT BARBER ROCK (PARCEL 0003-00-0068.00) THAT WILL BE RECOMBINED INTO PARCEL 0003-00-0065.00 AS PART OF THE TILLMAN STEEN ROAD DEVELOPMENT.

PRELIMINARY
FOR REVIEW PURPOSES ONLY

GRAPHIC SCALE
100 0 50 100 200
1 INCH = 100 FEET

NO.	BY	DATE	REVISION

Project: TILLMAN STEEN RD SUBDIVISION
TILLMAN STEEN RD., LANCASTER COUNTY, SC
Title: LAND SWAP EXHIBIT

File #: 21034-B-SP.DWG | Date: 05/18/2021 | Project Eqr: ABC | Design By: ABC | Drawn By: RER | Scale: 1"=100'

THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND SURVEYING
8720 RED OAK BOULEVARD, SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

C1.2