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 20, 2022	**6:00 PM**	**101 North Main Street Lancaster, SC 29720**

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

Planning Commission monthly meeting AGENDA

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

2. **Approval of the Agenda**

3. **Citizen's Comments**

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

4. **Approve Minutes**

   a. August 16, 2022 Regular Minutes

   b. September 1, 2022 Workshop Minutes

5. **Public Items**

   a. RZ-2022-1527 Arbor Walk, LLC

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

   b. DA-2022-1527 Arbor Walk, LLC

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

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

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

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

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

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

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

f. RZ-2022-1566 Chernyak

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

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

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

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://mylancastersc.org/boards___commissions/planning_commission/planning_commission_meetings.php

Agenda Item Summary

Ordinance # / Resolution #: August 16, 2022 Regular Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 9/20/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
August 16, 2022 Regular Minutes	8/17/2022	Exhibit

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

MINUTES
Lancaster County Planning Commission
August 16, 2022 6:00 p.m.

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

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

Commissioners Present:

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

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

Staff Present:

Rox Burhans	Clerk: Jennifer Bryan
Ashley Davis	
Matthew Blaszyk	Billy Mosteller, Council District 3

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

2. APPROVE AGENDA

Chairman Deese called for a motion to approve the Agenda.
Motion to Approve by J. Barnett; 2nd by S. Hinson.
Called vote: 6:0. **Motion approved unanimously**.

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

Chairman Deese opened the floor to comments from the public.

- **James Strang (**Richburg): Wants the Commission to be aware of the false information that was provided to Council when his rezoning application [RZ-2022-1399 St. Luke's] was presented at Council on 8, 2022. He will petition Council for a rehearing.

4. APPROVE MINUTES

a. July 19, 2022 Regular Minutes

Chairman Deese called for a motion to approve July 19, 2022 Regular Minutes as written. Motion to Approve by A. Patterson; 2nd by S. Hinson.
Called vote: 6:0**. Motion approved unanimously**

b. August 4, 2022 Workshop Minutes

Chairman Deese called for a motion to approve August 4, 2022 Workshop Minutes as written. Motion to Approve by T. Neely; 2nd by S. Hinson.
Called vote: 5:0. B. Levine abstained as absent from 8/4/2022 Workshop. **Motion is approved**.

5. PUBLIC ITEMS

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

Application by Century Communities and William Harper to rezone three parcels totaling approximately 19.93 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) from Low Density Residential (LDR) to Medium Density Residential (MDR).

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

Questions to staff:
B. Levine asked if the subject property was subject to the Small Area Plans; A. Davis responded that it was not.

Comment from applicant(s):

- **Ryan Hitchins** (Century Communities): Commented that Mike Williams, William Harper and the Vaughan family were owners of the subject properties. Added that he would be happy to answer any questions from the Commission.

Questions from Commissioners: no questions.

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

- **Ryan Hitchins** (no additional comments)

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

Alan Patterson asked if approving MDR zoning would automatically approve Cluster Subdivision Overlay; **Chairman Deese** called again for a motion, to allow further discussion.
Motion to approve by S. Hinson; 2nd by J. Barnett.

Discussion:

In answer to **A. Patterson's** question, **Chairman Deese** and A. Davis responded that the rezoning application only addresses the change to MDR.

B. Levine asked if these 3 parcels are zoned MDR, can the entire proposed area then be designated for CSO? A. Davis clarified that CSO is addressed through the Development Agreement, not rezoning. Development Agreement and Preliminary Plat will be presented at a later date.

A. Patterson commented that in light of issues in the Panhandle, he would like to see the developer seriously address traffic impact of a large subdivision on Shiloh Unity.
C. Deese concurred, but asserted that such concerns would be addressed at Preliminary Plat and Development Agreement stage rather than rezoning.

Called vote: 6:0. **Motion is approved unanimously**.
The item will go to County Council for consideration, and applicant will be notified of time and date.

b. RZ-2022-1418 Elgin Fire Department
Application by Elgin Volunteer Fire Department to rezone 0.285 acres located at 125 Tram Road (TM#0088P-0C-001.00) from Medium Density Residential (MDR) to Institutional (INS) to conform with other adjacent Elgin VFD properties.

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

Questions to staff: none.

Comment from applicant(s): Applicant not present.

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

- **James Strang** (Richburg): Mr. Strang owns adjacent property, which was recently denied rezoning due in part to intervention by the Elgin VFD. A parking lot will provide no benefit to the County, whereas his residence would. The proposed use will be a safety hazard. Requests that buffers be required to protect neighboring properties.

Chairman Deese closed Public hearing and called for a motion on item **RZ-2022-1418**.
Motion to approve by B. Levine; 2nd by T. Neely.

Discussion:
B. Levine commented that the buffer requirements would certainly be a concern if any plan for the property was submitted.

T. Neely commented that if neighborhood safety was a concern for the St. Luke's rezoning, then it would be even more of a concern for the proposed rezoning of this parcel, and therefore she could not support it.

Called vote: 2:4. **Motion is denied**.
The item will go to County Council for consideration, and applicant will be notified of time and date.

[Meeting was paused to allow clerk to dial in applicant Marilyn Thompson, a resident of Missouri. Ms. Thompson was not reached, and the meeting resumed.]

c. RZ-2022-1428 Marilyn Thompson

Application by Marilyn Thompson to rezone approximately .7 acres located at 106 N. Floyd Street, Kershaw (TM#0156I-0P-010.00) from Commercial (B1) to Residential (R6) zoning district, with intent to market as residential lot.

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

Questions to staff:
Chairman Deese asked if there were any concerns expressed by the Town of Kershaw; M. Blaszyk responded that he had been in contact with Ryan McLemore, who had expressed no concerns.

S. Hinson commented that there were no other business zonings anywhere near the subject property, and it looked to her as if the commercial zoning was a mistake that should be corrected.

Comment from applicant(s): not present.

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

Chairman Deese closed Public hearing and called for a motion on item **RZ-2022-1428**.
Motion to approve by S. Hinson; 2nd by B. Levine.

Discussion: None offered.

Called vote: 6:0. **Motion is approved unanimously**.
The item will go to Kershaw Town Council for consideration, and applicant will be notified of time and date.

6. **NEW BUSINESS**

a. Overview of Next Month's Agenda
   - TA-2022-0172 MUSC-HCO Revision:
   - SD-2022-0733 Shiloh Woods
   - DA- 2022-0733 Shiloh Woods
   - RZ-2022-1527 Arbor Walk (LDR to MDR)
   - DA-2022-1527 Arbor Walk
   - RZ-2022-1566 Chernyak (MDR to GB)
   - RZ-2022-1759 Kings Mtn (Daycare) LDR to INS

b. Other

- **Ashley Davis** provided a short update on Comprehensive Plan: upcoming Topic Area panel discussions are being scheduled.
- **Ben Levine** asked to recognize the life and contributions of Jane Tanner, who passed last week. Tanner was a president of Indian Land Action Council for six years and held many other civic roles, and was a dedicated advocate for Indian Land.
- **S. Hinson** praised the Planning Department Staff and thanked them for their recent help in meeting with local residents who had questions and concerns about planning matters. Such communication is vital to working with the community and maintaining mutual respect.
- **Chairman Deese** offered thanks for the support of the staff and commission during his recent medical treatment.

7. **ADJOURN**

Motion to adjourn by S. Hinson; 2nd by B. Levine. Motion passed by unanimous consent. Meeting adjourned at 6:44 p.m.

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 3: CITIZEN'S COMMENTS
General Comments or comments on matters not on tonight's agenda.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 16, 2022

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

PLEASE PRINT

1.	James W Strang
2.	
3.	
4.	

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5a: RZ-2022-0733 Century Communities aka Shiloh Woods

Application by Century Communities and William Harper to rezone three parcels totaling approximately 19.93 acres located at Williamson Farm Road, and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02) from Low Density Residential (LDR) to Medium Density Residential (MDR).

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 16, 2022

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PLEASE PRINT

1.	Ryan Hitchins
2.	
3.	

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5b: RZ-2022-1418 Elgin Fire Department

Application by Elgin Volunteer Fire Department to rezone 0.285 acres located at 125 Tram Road (TM#0088P-0C-001.00) from Medium Density Residential (MDR) to Institutional (INS) to conform with other adjacent Elgin VFD properties.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 16, 2022

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

PLEASE PRINT

1.	James W Strang
2.	
3.	
4.	

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5c: RZ-2022-1428 Thompson

Application by Marilyn Thompson to rezone approximately .7 acres located at 106 N. Floyd Street, Kershaw (TM#0156I-0P-010.00) from Commercial (B1) to Residential (R6) zoning district, with intent to market as residential lot.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, August 16, 2022

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

PLEASE PRINT

1.
2.
3.
4.

Agenda Item Summary

Ordinance # / Resolution #: September 1, 2022 Workshop Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 9/20/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

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

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

Lancaster County
South Carolina

MINUTES OF THE LANCASTER COUNTY PLANNING COMMISSION
WORKSHOP MEETING

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

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

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

Absent: Tamecca Neely, Alan Patterson

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

Michelle Simonetti, Legacy Park HOA.

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

2. New Business

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

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

Staff Presentation: Ashley Davis, Senior Planner
Discussion points:

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

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

b. SD 2022-0733 Shiloh Woods

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

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

c. DA-2022-0733 Shiloh Woods

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

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

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

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

Staff Presentation: Rox Burhans, Development Services Director

Discussion points:

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

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

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

Staff Presentation: Rox Burhans, Development Services Director

Discussion points:

No additional discussion.

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

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

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

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

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

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

3. Other:

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

b. Other:

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

4. Adjourn

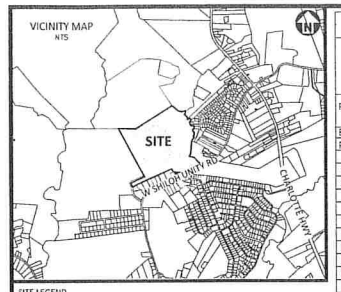
Meeting was adjourned at 6:14 p.m.

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

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

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

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



SITE DATA

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

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

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

ADJACENT PROPERTY OWNERS

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

NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

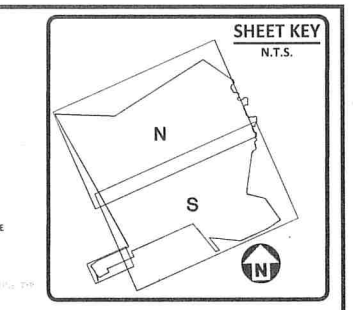
GENERAL NOTES:

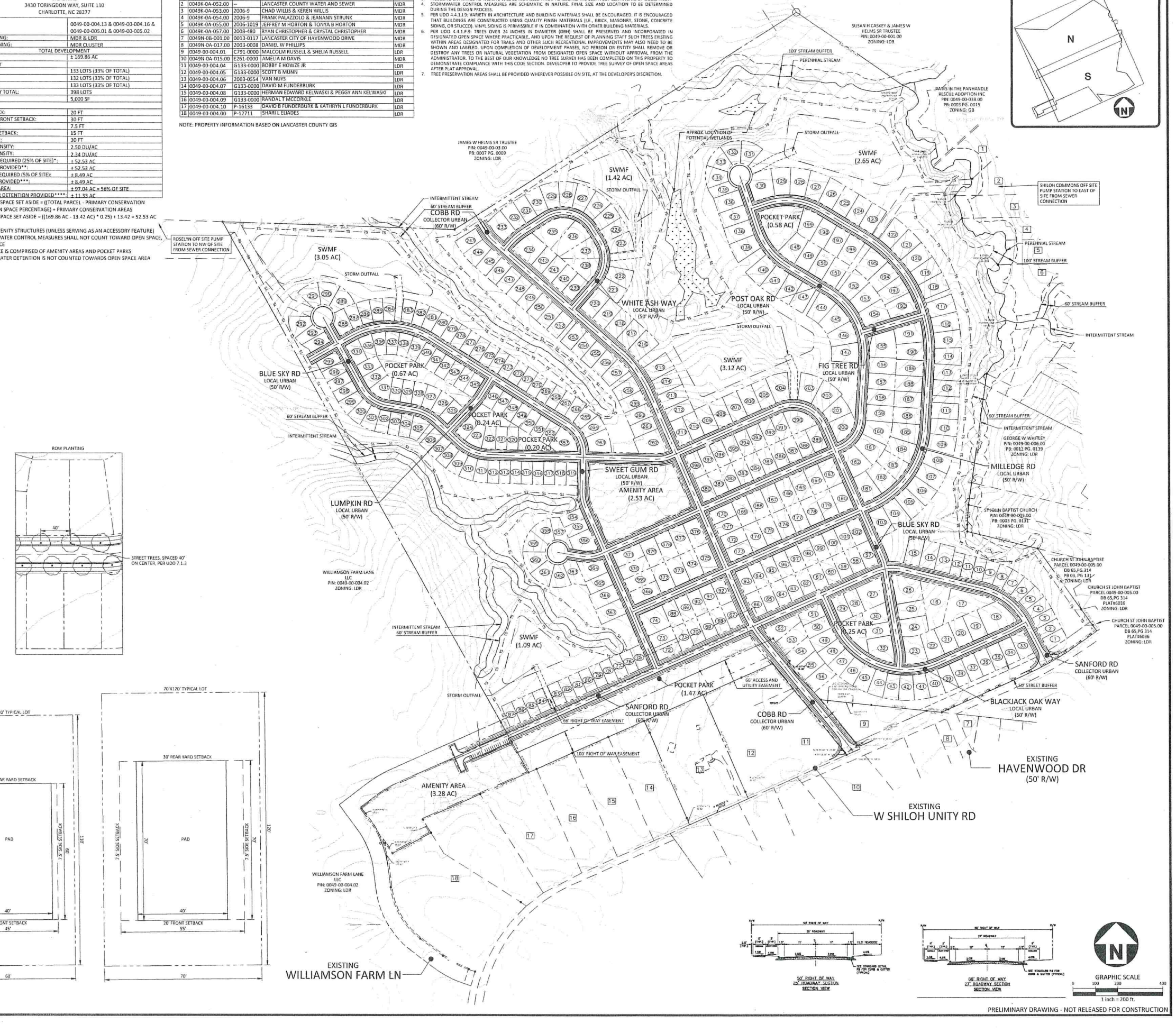
1. PRELIMINARY PLAN IS SUBJECT TO MINOR REVISIONS DURING THE DESIGN PROCESS AS IT MAY BE REQUIRED.
2. ALL BUILDINGS ARE TO BE WITHIN 500' OF A FIRE HYDRANT AS AN APPARATUS WOULD LAY A HOSE.
3. A SECOND ENTRANCE TO THE SITE WILL BE INSTALLED PRIOR TO ISSUING THE 100TH LOT CERTIFICATE OF OCCUPANCY.
4.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

SITE LEGEND

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

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





PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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

SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 29020
ROBERT M. REDDICK

REVISIONS

NO. DATE

PLAN INFORMATION

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

PRELIMINARY PLAT SITE PLAN

PL-1

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SITE LEGEND

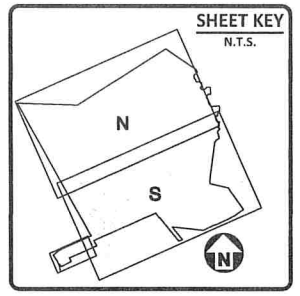
- PROPERTY LINE
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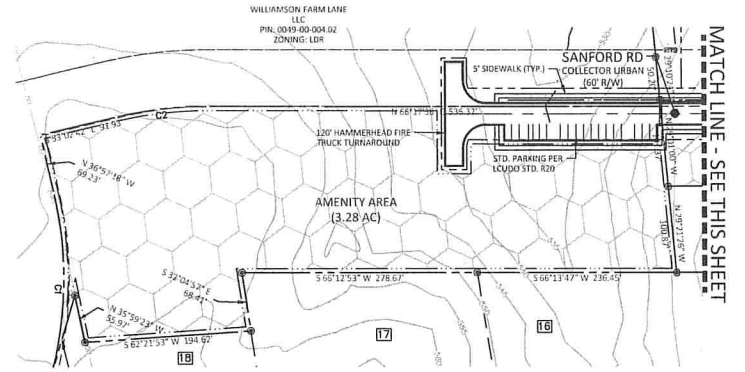
ADJACENT PROPERTY OWNERS

	PARCEL	PLAT	OWNER	ZONING
1	0049-00-037.00	5384-0000	PAWS IN THE PANHANDLE RESCUE ADOPTION INC	LDR
2	0049K-0A-052.00	--	LANCASTER COUNTY WATER AND SEWER	MDR
3	0049K-0A-053.00	2006-9	CHAD WILLS & KEREN WILLS	MDR
4	0049K-0A-054.00	2006-9	FRANK PALAZZOLO & JEANANN STRUNK	MDR
5	0049K-0A-055.00	2006-1019	JEFFREY M HORTON & TONYA B HORTON	MDR
6	0049K-0A-057.00	2008-480	RYAN CHRISTOPHER & CRYSTAL CHRISTOPHER	MDR
7	0049N-08-001.00	0013-0117	LANCASTER CITY OF HAVENWOOD DRIVE	MDR
8	0049N-0A-017.00	2003-0008	DANIEL W PHILLIPS	MDR
9	0049-00-004.01	C791-0000	MALCOLM RUSSELL & SHELIA RUSSELL	LDR
10	0049N-0A-015.00	E261-0000	AMELIA M DAVIS	MDR
11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
12	0049-00-004.05	G133-0000	SCOTT B MUNN	LDR
13	0049-00-004.06	2003-0554	VAN NUYS	LDR
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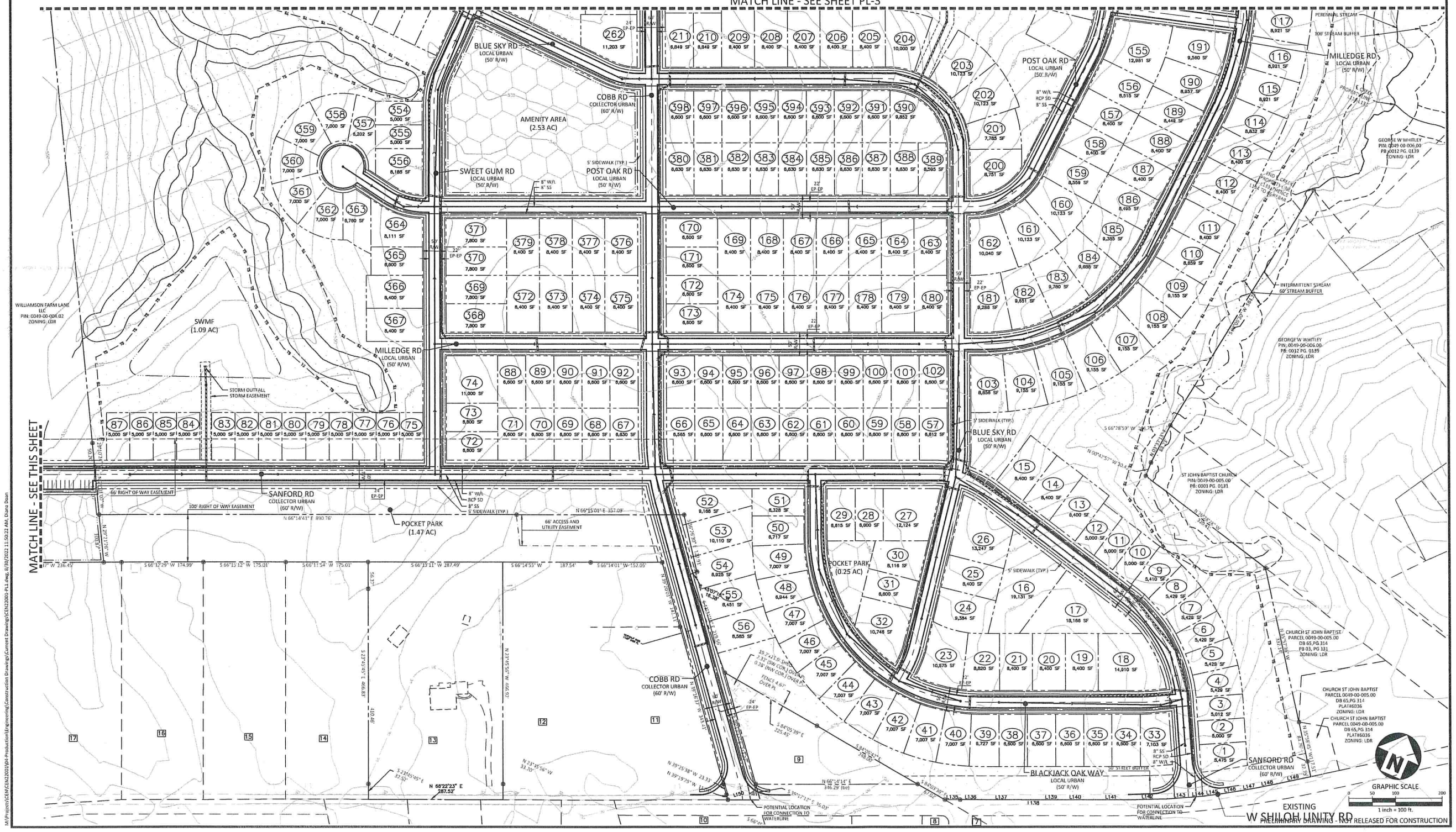
NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

SHEET KEY
N.T.S.





MATCH LINE - SEE SHEET PL-3



PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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

THE JOHN R. McADAMS COMPANY, INC. C-0293 CERTIFICATE OF AUTHORIZATION
NORTH CAROLINA
SOUTH CAROLINA PROFESSIONAL ENGINEER No. 25420 ROBERT M. REDDICK

REVISIONS

NO.	DATE

PLAN INFORMATION

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

SHEET

PRELIMINARY PLAT
SITE PLAN - S

PL-2

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SITE LEGEND

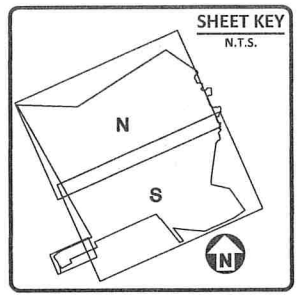
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- LOT LINE
- EASEMENT LINE
- BUFFER LINE
- CENTERLINE
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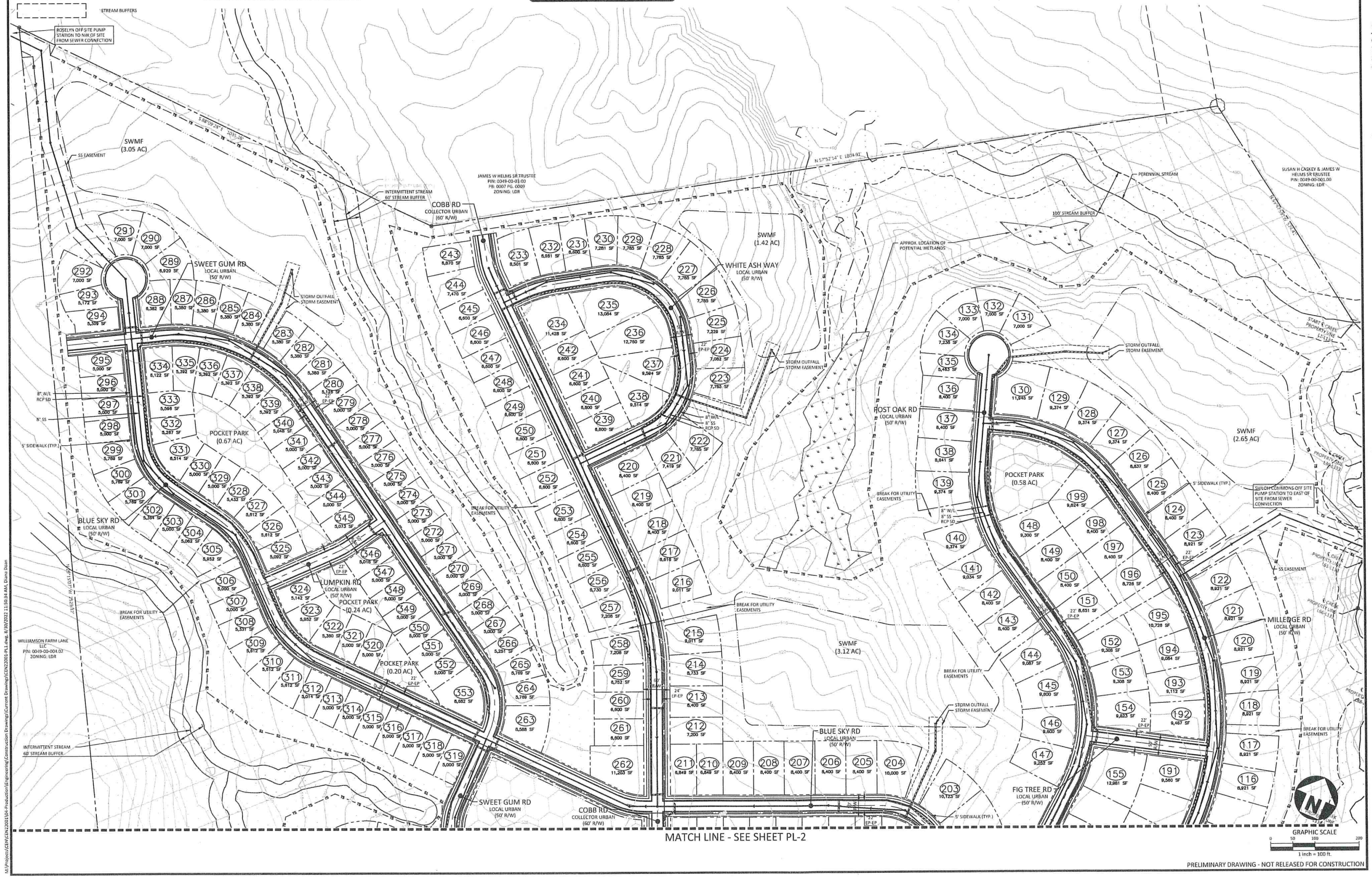
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11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
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18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

SHEET KEY
N.T.S.





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PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

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

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

REVISIONS

NO.	DATE

PLAN INFORMATION

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

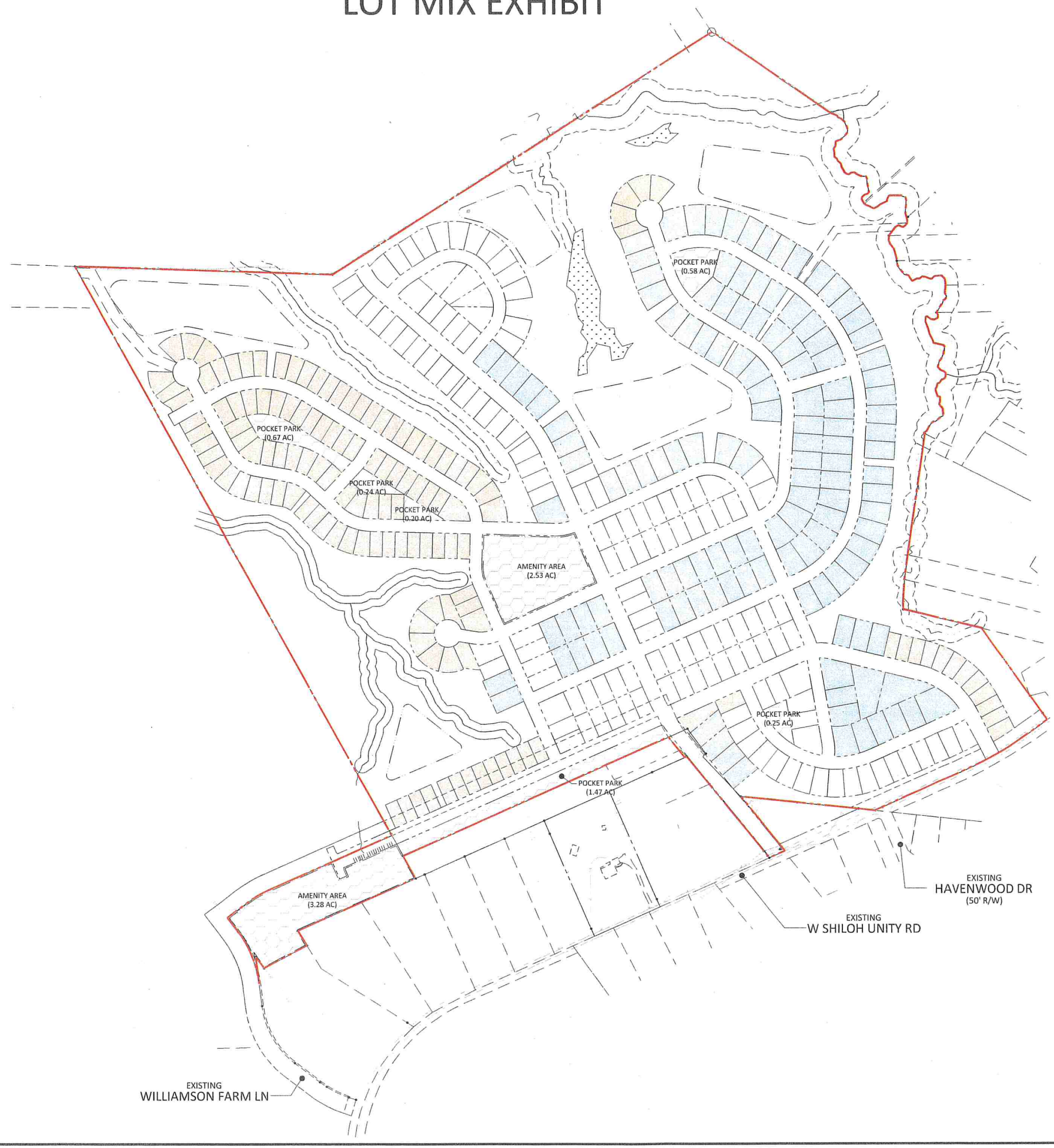
SHEET

PRELIMINARY PLAT
SITE PLAN - N

PL-3

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LOT MIX EXHIBIT



LEGEND

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

SITE LEGEND

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

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

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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REVISIONS

NO. DATE

PLAN INFORMATION

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

SHEET

PRELIMINARY PLAT EXHIBITS

PL-4

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BUFFER EXHIBIT



SITE LEGEND

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

CONNECTIVITY EXHIBIT



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

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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LANCASTER, SOUTH CAROLINA 29720

REVISIONS

NO. DATE

PLAN INFORMATION

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

SHEET

PRELIMINARY PLAT EXHIBITS

PL-5

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Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1527 Arbor Walk, LLC
Contact Person / Sponsor: R. Burhans
Department: Planning
Date Requested to be on Agenda: 9/20/2022

Issue for Consideration:
The proposal consists of rezoning 112.5 acres from the LDR District to the MDR District. The applicant has prepared a concept plan (Attachment 3) as part of the Development Agreement that proposes 179 single-family residential lots (1.59-du/acre density).
The subject property contemplates taking its principal access off of an existing stub street (Vance Baker Road) within the Legacy Park subdivision. A second road connection to South Legacy Park Drive is also proposed through an existing Lancaster County Water Sewer District pump station parcel. Projects consisting of 100 or more lots require a second road connection. As part of the utility program for the subject property, the existing pump station will be decommissioned, replaced with a new/upgraded facility located offsite, and the land will be sold to Arbor Walk, LLC. The proposed subdivision is also separated from existing homes along South Legacy Park Drive with a proposed 30-ft perimeter buffer.

Points to Consider:
The subject parcel is predominately surrounded by other parcels zoned MDR (3-sides), LDR and RN. The MDR District requires a minimum 70-ft wide lot with 10,000 sq. ft. lot area, which is generally consistent with the existing lots in the adjacent Legacy Park subdivision.
The subject property's location between the existing Legacy Park subdivision (zoned MDR) and the Harris Mill subdivision (under development) to the south (zoned MDR) indicates the proposed MDR District would be compatible with surrounding areas. The MDR zoning District is also the predominate zoning district for major subdivisions east of Henry Harris Road.
It is important to recognize that the existing Vance Baker Road is narrow in select areas and does not meet the current minimum standard of 22-ft in width.

Recommendation:
Staff recommends approval of the proposed rezoning once a funded improvement plan is developed to widen and otherwise improve Vance Baker Road. The applicant has indicated a desire to propose improvements to Vance Baker Road, however, such a program has not been received as of the date of this report.

ATTACHMENTS:

Description	Upload Date	Type
Arbor Walk Staff Report	9/13/2022	Backup Material
Application	8/31/2022	Exhibit
Location Map	8/31/2022	Exhibit
Concept Development Plan	8/31/2022	Exhibit
TIA	9/12/2022	Backup Material
Providence Estates	9/12/2022	Backup Material
Public Comments received	9/13/2022	Letter

PROPOSAL:	***RZ-2022-1527:*** Application by Arbor Walk, LLC to rezone approximately 112.5 acres from Low Density Residential (LDR) District to Medium Density Residential (MDR) District ***DA-2022-1527:*** Application by Arbor Walk LLC to develop approximately 112.5-acres with a 179-lots.
PROPERTY LOCATION:	At or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00); south of Legacy Park subdivision.
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	Medium Density Residential (MDR) District
APPLICANT:	Arbor Walk, LLC
COUNCIL DISTRICT:	District 1, Terry Graham
STATUTORY NOTICES:	Sign(s) posted 8/1/22 at project entrances Hearing notice published 9/3/22 in Lancaster News and 9/14/22 in Carolina Gateway Mailed notices issued 9/2/22 Posted agenda in lobby 9/13/22

OVERVIEW:

Site Information

The 112.5-acre site is zoned Low Density Residential (LDR) District and is located immediately to the south of Legacy Park. The site consists of a combination of wooded land and remnant road and utility infrastructure improvements from the abandoned Providence Estates project (see history below).

Subject Property History

The subject property was previously a part of the Providence Estates development that underwent a Development Agreement approval in 2007. Providence Estates consisted of approximately 247-lots on a 248-acre site and was located in both Lancaster County and Union County, NC. It was zoned R-15 Moderate Density Residential. A copy of the Providence Estates Concept Plan is included in Attachment 5.

The development project was entitled at the beginning of the *Great Recession* and ultimately failed like many other proposed communities. As reflected in the attached Location Map (Attachment 2), some of the initial grading, roadway, and utility improvements were constructed and later abandoned. As a result of the project's failure, Lancaster County terminated the Development Agreement and the property was rezoned to its current Low Density Residential (LDR) District.

Arbor Walk, LLC (current applicant) had previously pursued a cluster subdivision proposal for this site (w/ 228-lots) in 2021, but later rescinded the application and is now pursuing a conventional MDR project (w/ 179-lots).

Proposal

The proposal consists of rezoning 112.5 acres from the LDR District to the MDR District. The applicant has prepared a concept plan (Attachment 3) as part of the Development Agreement that proposes 179 single-family residential lots (1.59-du/acre density).

The subject property contemplates taking its principal access off of an existing stub street (Vance Baker Road) within the Legacy Park subdivision. A second road connection to South Legacy Park Drive is also proposed through an existing Lancaster County Water Sewer District pump station parcel. Projects consisting of 100 or more lots require a second road connection. As part of the utility program for the subject property, the existing pump station will be decommissioned, replaced with a new/upgraded facility located offsite, and the land will be sold to Arbor Walk, LLC. The proposed subdivision is also separated from existing homes along South Legacy Park Drive with a proposed 30-ft perimeter buffer.

Summary of Adjacent Zoning and Uses

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Legacy Park Subdivision
South	Lancaster County	MDR, RN	Harris Mill Subdivision, Rural Residential
East	Lancaster County	LDR	Vacant
West	Lancaster County	MDR	Legacy Park Subdivision

ANALYSIS & FINDINGS:

Zoning Districts

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

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

Compatibility with Surrounding Area

The subject parcel is predominately surrounded by other parcels zoned MDR (3-sides), LDR and RN. The MDR District requires a minimum 70-ft wide lot with 10,000 sq. ft. lot area, which is generally consistent with the existing lots in the adjacent Legacy Park subdivision.

The subject property's location between the existing Legacy Park subdivision (zoned MDR) and the Harris Mill subdivision (under development) to the south (zoned MDR) indicates the proposed MDR District

would be compatible with surrounding areas. The MDR zoning District is also the predominate zoning district for major subdivisions east of Henry Harris Road.

***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 Suburban Single-family Neighborhood.

According to the adopted Comprehensive Plan, Suburban Single-family Neighborhoods are "*formed with relatively uniform housing type throughout. They may support a variety of single-family detached types…Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas*." The Comprehensive Plan further establishes several possible land use considerations (see table below) representing typical development in this category.

Suburban Single-family Neighborhood: Land Use Considerations		
Church	School	Community Park / Pocket Park
Community Center	Natural Area	Pool /Recreational Amenities
Single-Family Attached Home (Townhome/Duplex)		Single-Family Detached Home

Traffic Impact Analysis:

A traffic impact analysis (TIA) was prepared by Design Resource Group in August 2021. It is important to note that the TIA studied a larger 228-lot subdivision proposal based on an earlier concept versus the current 179-lot proposal. The study was reviewed by the County Engineering and Stormwater Department along with its consulting traffic engineer. The County has approved the TIA (Attachment 4).

Intersections Studied with Improvements (if needed)**:**

- Shelley Mullis Road and Henry Harris Road: No improvements needed
- Shelley Mullis Road and Legacy Park Drive:
  - Restripe northbound lane of South Legacy Park Drive at Shelley Mullis Road intersection to create a through-right lane and a left turn lane with 150-ft of storage
  - Restripe southbound lane of North Legacy Park Drive to have a thru-right and a left turn lane with 150-ft of storage
- Shelley Mullis Road and Vance Baker Road: No improvements needed
- South Legacy Park Drive and site entrances (2)
  - Replace/upgrade of existing signage/markings at South Legacy Park Drive and Vance Baker Road
- Henry Nesbit Road and Waxhaw Marvin Road (North Carolina)
  - Delay is caused at intersection of Henry Nesbit and Waxhaw Marvin Road intersection in Union County, NC. A modest mitigation payment of approximately $4,000 to Union County, NC is being negotiated to offset impacts to intersection.

Estimated Trip Generation		
AM	**PM**	**Weekday**
167	224	

While not studied by the TIA, the existing Vance Baker Road, which provides access to the subdivision and serves as a connection point to Shelley Mullis Road has a substandard width ranging from 14-ft to 20-ft. The current minimum road width for new roads is 22-ft.

DEVELOPMENT AGREEMENT:

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 10, 2022 (first reading of the ordinance). The applicant and County Attorney continue to confer on the terms of the Development Agreement. The draft Development Agreement can be found in the corresponding agenda item.

COMMUNITY MEETING:

A community meeting was held on Thursday, July 14, 2022 at 6:00 pm at Red Rocks Café, 9648 Redstone Drive, Indian Land, SC. Approximately ten residents of the Legacy Park community attended the event along with the district Planning Commission member. Concerns were raised regarding overall Indian Land growth, impacts to safety from additional cars traveling on South Legacy Park Drive, and impacts to safety from having additional cars use the intersection of Shelley Mullis Road and Legacy Park Drive. There were also concerns raised about the narrow pavement width on the existing Vance Baker Road and the safety impacts of having additional vehicles use it. A few attendees expressed support for the project.

PROJECT AREA LOCATION MAP:



STAFF RECOMMENDATION:

Rezoning

As previously referenced, the subject property is located in an area of the County that is surrounded by MDR zoning on three sides. MDR zoning is also the closest comparable zoning district to what the property had previously been zoned as part of the 2007 Providence Estates development. Vance Baker Road, which is a County-maintained road and provides principal access to the site, has also been deemed as having a substantially substandard pavement width.

Staff recommends approval of the proposed rezoning once a funded improvement plan is developed to widen and otherwise improve Vance Baker Road. The applicant has indicated a desire to propose improvements to Vance Baker Road, however, such a program has not been received as of the date of this report.

Development Agreement

Staff recommends approval of the proposed Development Agreement once a funded improvement plan is developed to widen and otherwise improve Vance Baker Road. Until such a program is developed by Lancaster County or others, staff is unable to recommend approval.

This recommendation is pursuant to the following findings of fact:

Findings of Fact*:*

1. That the subject property consists of 112.5 acres of land generally located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00); south and east of Legacy Park subdivision;
2. That the subject property is zoned Low Density Residential (LDR) District;
3. That 112.5 acres are proposed to be rezoned Medium Density Residential (MDR) District;
4. Vance Baker Road is an existing County Road with a substandard pavement width of less than 22-ft; and
5. Should this rezoning and development agreement be approved, the 112.5-acre property would be developed with 179 Single Family homes.

ATTACHMENTS:

1. Application
2. Location Map/ Zoning Map
3. Concept Development Plan
4. Traffic Impact Analysis
5. Providence Estates Plan

STAFF CONTACT:

Rox Burhans, Development Services Director
rburhans@lancastersc.net | 803-285-6005

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: 2991 Vance Baker Road

City: Lancaster State: SC Zip: 29720 Tax Parcel ID: 0009-00-015.00

Current Zoning: LDR Current Use: Vacant - cleared

Proposed Zoning: MDR (CSOD) Total Acres: 112.5 acres

Project Description: Applicant proposes to develop a Master Planned single-family detached residential community under Lancaster County's CSOD - Cluster Subdivision overlay district regulations.

Surrounding Property Description: North - Legacy Park. East - Undeveloped. West - Legacy Park. South - Undeveloped

CONTACT INFORMATION

Applicant Name: Jeff Jernigan - Arbor Walk, LLC c/o Peter Tatge - ESP Associates, Inc.

Address: 3475 Lakemont Blvd

City: Fort Mill State: SC Zip: 29708 Phone: 980-721-0186

Fax: Email: ptatge@espassociates.com

Property Owner Name: HHTF Company, LLC

Address: 1004 Shinnecock Lane

City: Marvin State: NC Zip: 28173 Phone:

Fax: Email:

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

Applicant — Date: 6-28-2021

See attached notarized joinder leeter

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.



Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to MDR

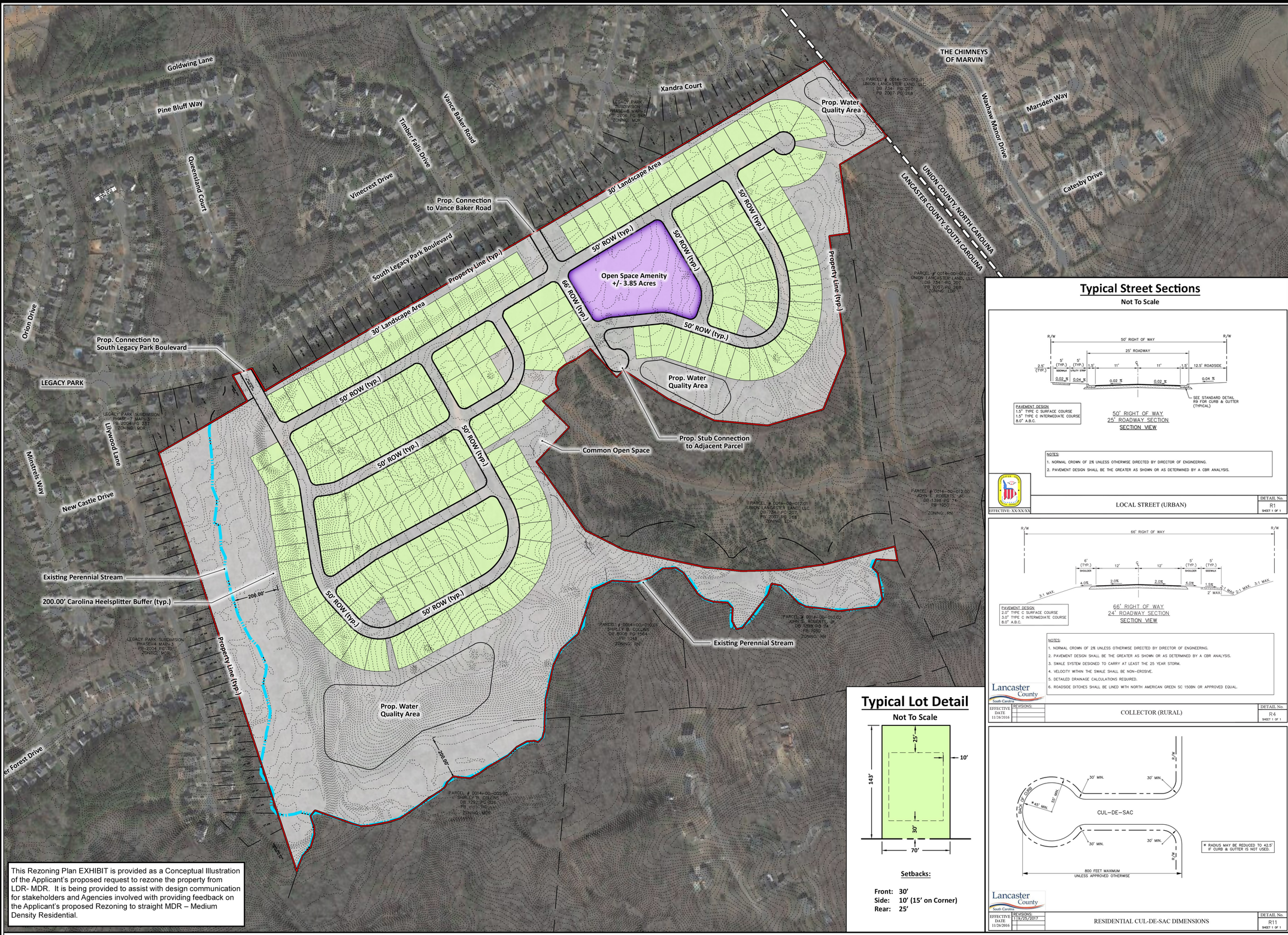
Legend:

Subject Property

Legacy Park

The Indigo Apartments

Shelley Woods



This Rezoning Plan EXHIBIT is provided as a Conceptual Illustration of the Applicant's proposed request to rezone the property from LDR- MDR. It is being provided to assist with design communication for stakeholders and Agencies involved with providing feedback on the Applicant's proposed Rezoning to straight MDR – Medium Density Residential.

Typical Lot Detail

Not To Scale

Setbacks:

Front: 30'
Side: 10' (15' on Corner)
Rear: 25'

Typical Street Sections

Not To Scale

PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

50' RIGHT OF WAY
25' ROADWAY SECTION
SECTION VIEW

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

EFFECTIVE: XX/XX/XX — LOCAL STREET (URBAN) — DETAIL No. R1 SHEET 1 OF 1

PAVEMENT DESIGN
2.0" TYPE C SURFACE COURSE
3.0" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

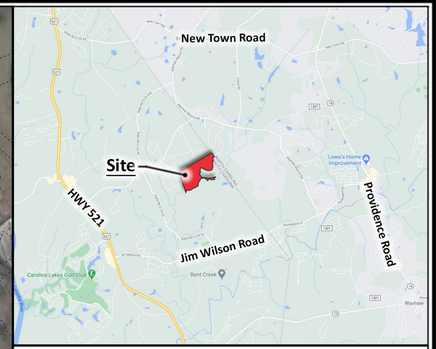
66' RIGHT OF WAY
24' ROADWAY SECTION
SECTION VIEW

NOTES:
1. NORMAL CROWN OF 2% UNLESS OTHERWISE DIRECTED BY DIRECTOR OF ENGINEERING.
2. PAVEMENT DESIGN SHALL BE THE GREATER AS SHOWN OR AS DETERMINED BY A CBR ANALYSIS.
3. SWALE SYSTEM DESIGNED TO CARRY AT LEAST THE 25 YEAR STORM.
4. VELOCITY WITHIN THE SWALE SHALL BE NON-EROSIVE.
5. DETAILED DRAINAGE CALCULATIONS REQUIRED.
6. ROADSIDE DITCHES SHALL BE LINED WITH NORTH AMERICAN GREEN SC 150BN OR APPROVED EQUAL.

Lancaster County South Carolina — EFFECTIVE DATE 11/26/2016 — REVISIONS: — COLLECTOR (RURAL) — DETAIL No. R4 SHEET 1 OF 1

* RADIUS MAY BE REDUCED TO 42.5' IF CURB & GUTTER IS NOT USED.

Lancaster County South Carolina — EFFECTIVE DATE 11/26/2016 — REVISIONS: 1 9/25/2017 — RESIDENTIAL CUL-DE-SAC DIMENSIONS — DETAIL No. R11 SHEET 1 OF 1



Vicinity Map

Not To Scale

NORTH

Site Data:

Tax Parcels:	**009-00-015.00**
Total Acreage:	**+/- 112.476 Acres (per Survey)**
Location:	**Lancaster County, SC**
Zoning:	
Existing:	**Low Density Residential (LDR)**
Proposed:	**Medium Density Residential (MDR) Carolina Heelsplitter Overlay**
Total Potential Lots:	**+/- 179 Lots (70' x 143')**
Potential Density:	**+/- 1.59 DU/AC**
Open Space:	
Required:	**+/- 22.50 Acres (20%) MIN.**
Proposed:	**+/- 22.50 Acres (20%)**
Park Space:	
Required:	**+/- 5.62 Acres (5%) MIN.**
Proposed:	**+/- 5.62 Acres (5%)**
Connectivity Index:	
Required:	**1.3**
Provided:	**1.5 (23 Links/15 Nodes)**
Watershed:	**Catawba**

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

Floodplain Information
Floodplain information obtained from FEMA FIRM Panels 45057C0079E & 45057C0085E effective date of study 5/16/2017.

Stream/Wetland Information
Stream/Wetland information is based on "Providence Estate Tract - Lancaster County, South Carolina" produced by Newkirk Environmental, Inc., dated 05-25-2021 and preliminary information provided to ESP by Lancaster County GIS data. For purposes of preparation of this Exhibit, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location. The Exhibit will need to be revised once all agencies approved on-site wetland/stream and appropriate jurisdictional boundaries are surveyed and verified with acceptable levels of accuracy- unit loss may occur.

Carolina Heelsplitter Overlay
The property is located with the HSO – Heelsplitter overlay . Credits may be purchased from the USFWS for qualified activities within projects that are located within the HSO. Credits to be purchased are based on criteria agreed to by the Lancaster County Planning Commission and US Fish and Wildlife Service.
Lot areas, related improvements and BMP's illustrated within portions of the HSO buffer shall require further evaluation to qualify for these types of credits.

Access Points/Driveways/Streets
1. Proposed project site entrance locations are considered preliminary in nature and need to be verified for adequate sight distance.
2. All roadway and street systems are considered to be preliminary and will need to be verified for sufficiency to satisfy or exceed minimum requirements established in the Lancaster County UDO and applicable standards identified by SCDOT. Street connections are conceptual and may be subject to change based on agency input and review.

Open Space /Tree Save
Open Space and Tree Save areas are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product allocation, and as other spatially dependent project components such as stormwater areas, wetland areas, utility features, and buffers, (as applicable) for this project are better defined.

Potential Stormwater Quality Areas
Location of proposed stormwater areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will change as the client finalizes decisions regarding final layout, product allocation, and as other proposed changes to the project are better defined. Layout and unit count subject to change based on final design of stormwater areas.

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

ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
803.802.2440
www.espassociates.com

NORTH

Arbor Walk

Rezoning Plan Exhibit

ESP Job #JM11 **June 30, 2022**

GRAPHIC SCALE

200 0 100 200 400

1 INCH = 200 FT.

ARBOR CONSTRUCTION

DESIGN RESOURCE GROUP

TRAFFIC IMPACT ANALYSIS

Arbor Walk

On the south side of S Legacy Park Boulevard

Lancaster County, South Carolina



for

Arbor Construction, LLC

August 2021

948-001

(COA 2370)

SOUTH CAROLINA LICENSED PROFESSIONAL ENGINEER
No. 36347
8/24/21
MICHAEL W. WICKLINE

2459 Wilkinson Boulevard, Suite 200
Charlotte, NC 28208

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EXECUTIVE SUMMARY

Arbor Construction, LLC is proposing to develop a single family residential development on the south side of S Legacy Park Boulevard located in Lancaster County, SC (see Figure 1). For this study, the project is assumed to be completed in 2027.



Vance Baker Road at S Legacy Park Boulevard facing south toward Access "A"

This report provides analysis of the traffic operations within the area of influence, according to the standards set by the South Carolina Department of Transportation's (SCDOT) "Access and Roadside Management Standards" (ARMS) document dated April 27, 2015 and Lancaster County's November 2016 Unified Development Ordinance (UDO). It provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts.

This study evaluates the following scenarios:

- 2021 Existing Conditions
- 2027 No Build
- 2027 Full Buildout

The area of influence of the study site as indicated by SCDOT and Lancaster County staff includes five existing intersections and one proposed access location:

1. Shelley Mullis Road & Henry Harris Road (unsignalized)
2. Shelley Mullis Road & S Legacy Park Boulevard (unsignalized)
3. Shelley Mullis Road & Vance Baker Road (unsignalized)
4. Henry Nesbit Road & Waxhaw Marvin Road (unsignalized) [NC intersection]
5. S Legacy Park Boulevard & Vance Baker Road/Access "A" (unsignalized)
6. S Legacy Park Boulevard & Access "B" (unsignalized)

According to the site plan, access to the project is expected to occur via two unsignalized locations:

- Proposed Access "A" (Full Movement) – unsignalized access located on S Legacy Park Boulevard, across from Vance Baker Road
- Proposed Access "B" (Full Movement) – unsignalized access located on S Legacy Park Boulevard, approximately 1,300 feet west of Vance Baker Road

The trip generation results indicate that the project is expected to generate 167 new AM peak hour trips and 224 new PM peak hour trips.

The intersections identified within the area of influence were analyzed to identify the traffic impact that the site development has under the build scenario. The traffic analysis is based on the LOS analysis at the identified intersections. The intersections were analyzed assuming buildout of the site in 2027.

With the results of our analyses (specifics are described in the Traffic Analysis section of this report) we suggest the following improvements/modifications at the study intersections and proposed accesses:

2027 Build Suggested Improvements/Access Configurations:

1. **Shelley Mullis Road & Henry Harris Road (unsignalized)**

- No suggested improvements

2. **Shelley Mullis Road & S Legacy Park Boulevard (unsignalized)**

- Restripe the northbound lane of S Legacy Park Boulevard to provide a thru-right lane and a separate left turn lane with 150 feet of storage
- Restripe the southbound lane of N Legacy Park Boulevard to provide a thru-right lane and a separate left turn lane with 150 feet of storage

3. **Shelley Mullis Road & Vance Baker Road (unsignalized)**

- No suggested improvements

4. **Henry Nesbit Road & Waxhaw Marvin Road (unsignalized)**

- No suggested improvements

5. **S Legacy Park Boulevard & Vance Baker Road/Access "A" (unsignalized)**

We propose the following access configuration:

- One ingress lane and one egress lane on Access "A" (a northbound combined left-thru-right lane)

6. **S Legacy Park Boulevard & Access "B" (unsignalized)**

We propose the following access configuration:

- One ingress lane and one egress lane on Access "B" (a northbound combined left-right turn lane)

In conclusion, even though the Arbor Walk residential development will slightly increase the amount of traffic on the adjacent corridors, the project will not materially impact adjacent roadways, intersections, or the general public traveling in the area if the site is developed according to the proposed plan and includes the suggested access configurations and offsite roadway improvements.

INTRODUCTION

Arbor Construction, LLC is proposing to develop a single family residential development on the south side of S Legacy Park Boulevard located in Lancaster County, SC (see Figure 1). For this study, the project is assumed to be completed in 2027.

- 228 Single Family Dwelling Units

For this study, the project is assumed to be completed in 2027. According to the site plan, access to the project is expected to occur via two unsignalized locations:



Vance Baker Road at S Legacy Park Boulevard facing south toward Access "A"

- Existing Access "A" (Full Movement) – unsignalized access located on S Legacy Park Boulevard, across from Vance Baker Road
- Proposed Access "B" (Full Movement) – unsignalized access located on S Legacy Park Boulevard, approximately 1,300 feet west of Vance Baker Road



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W www.drgrp.com

ARBOR WALK TIA
LANCASTER COUNTY, SC

ARBOR CONSTRUCTION, LLC
4119-I ROSE LAKE DRIVE
CHARLOTTE, NC 28217

AREA OF INFLUENCE MAP

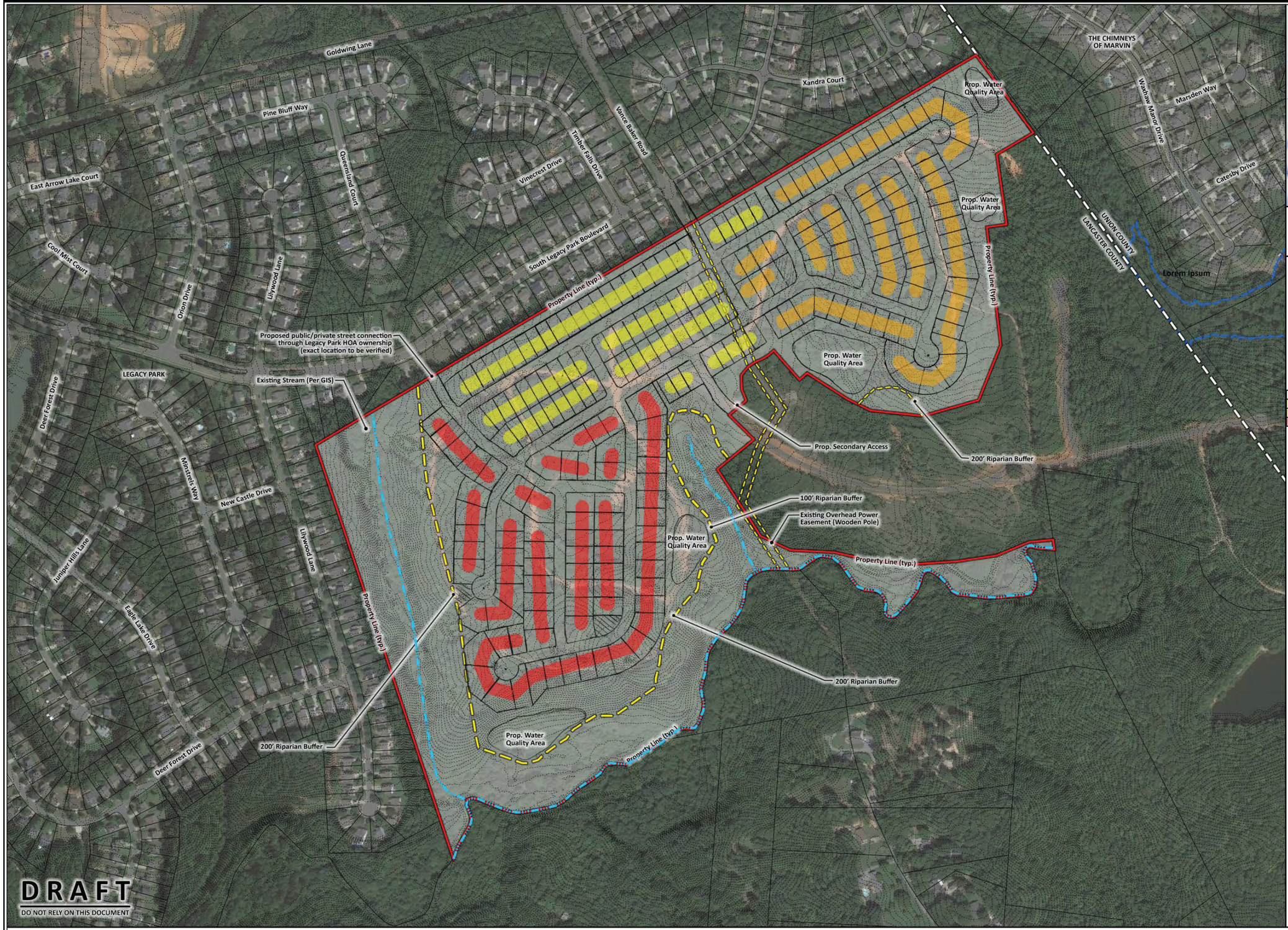
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SCALE: 1" = 800'

PROJECT #: 948-001
DRAWN BY: CRB
CHECKED BY: REG

AUGUST 2021

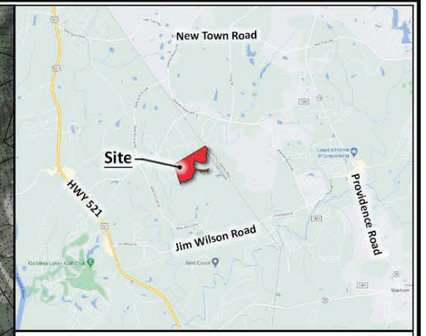
REVISIONS:

Figure 1



DRAFT

DO NOT RELY ON THIS DOCUMENT



Vicinity Map

Not To Scale

Site Data:

Tax Parcels:	009-00-015.00
Total Acreage:	+/- 112.49 Acres (per GIS)
Location:	Lancaster County, SC
Zoning:	
Existing:	LDR
Proposed:	MDR, Cluster Subdivision Overlay District, Carolina Heelsplitter Overlay

Total Potential Lots:	+/- 228 Lots
55' x 120' Lots`	+/- 76 Lots (33%)
65' x 125' Lots	+/- 77 Lots (34%)
75' x 130' Lots	+/- 75 Lots (33%)

Potential Density:	+/- 2.03 DU/AC
Open Space:	
Required:	+/- 28.12 Acres (25%) Min.
Proposed:	+/- TBD (See note below)
Watershed:	Catawba

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

Floodplain Information
Floodplain information obtained from FEMA FIRM Panels 45057C0079E & 45057C0085E effective date of study 5/16/2017.

Stream/Wetland Information
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Carolina Heelsplitter Overlay
The property is located with the HSO – Heelsplitter overlay . Credits may be purchased from the USFWS for qualified activities within projects that are located within the HSO. Credits to be purchased are based on criteria agreed to by the Lancaster County Planning Commission and US Fish and Wildlife Service.
Lot areas, related improvements and BMP's illustrated within portions of the HSO buffer shall require further evaluation to qualify for these types of credits.

Access Points/Driveways/Streets
1. Proposed project site entrance locations are considered preliminary in nature and need to be verified for adequate sight distance.
2. All roadway and street systems are considered to be preliminary and will need to be verified for sufficiency to satisfy or exceed minimum requirements established in the Lancaster County UDO and applicable standards identified by SCDOT. Street connections are conceptual and may be subject to change based on agency input and review.

Open Space /Tree Save
Open Space and Tree Save areas are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product allocation, and as other spatially dependent project components such as stormwater areas, wetland areas, utility features, and buffers, (as applicable) for this project are better defined.

Proposed Open Space TBD
(Open space calculations for CSOD subdivisions require additional program and site information which may include additional site environmental, historical and archaeological data points to fully determine)

Potential Stormwater Quality Areas
Location of proposed stormwater areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will change as the client finalizes decisions regarding final layout, product allocation, and as other proposed changes to the project are better defined. Layout and unit count subject to change based on final design of stormwater areas.

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

ESP Associates, Inc.
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Charlotte, NC 28241
803.802.2440
www.espassociates.com

NORTH

Providence Estate Site

Preliminary Concept Plan B

ESP Job #JMbb

May 6, 2020

GRAPHIC SCALE

200 0 100 200 400

1 INCH = 200 FT.

4119-I Rose Lake Drive
Charlotte, NC 28217

ANALYSIS OF EXISTING CONDITIONS

The area of influence of the study site as indicated by SCDOT and Lancaster County staff includes five existing intersections and one proposed access location:

1. Shelley Mullis Road & Henry Harris Road (unsignalized)
2. Shelley Mullis Road & S Legacy Park Boulevard (unsignalized)
3. Shelley Mullis Road & Vance Baker Road (unsignalized)
4. Henry Nesbit Road & Waxhaw Marvin Road (unsignalized) [NC intersection]
5. S Legacy Park Boulevard & Vance Baker Road/Access "A" (unsignalized)
6. S Legacy Park Boulevard & Access "B" (unsignalized)



Shelley Mullis Road facing west at Henry Harris Road



Henry Nesbit Road facing east at Waxhaw Marvin Road

S Legacy Park Boulevard is a local roadway, with a 20-mph posted speed limit. The roadway is two lanes wide (one lane in each direction); curb/gutter is present on both sides and sidewalk with a planting strip is present on the south side of the street within the vicinity of the site.

Morning (6:30-8:30 AM) and afternoon (4:30-6:30 PM) peak period turning movement counts were conducted at the study intersections on Tuesday, June 8, 2021.

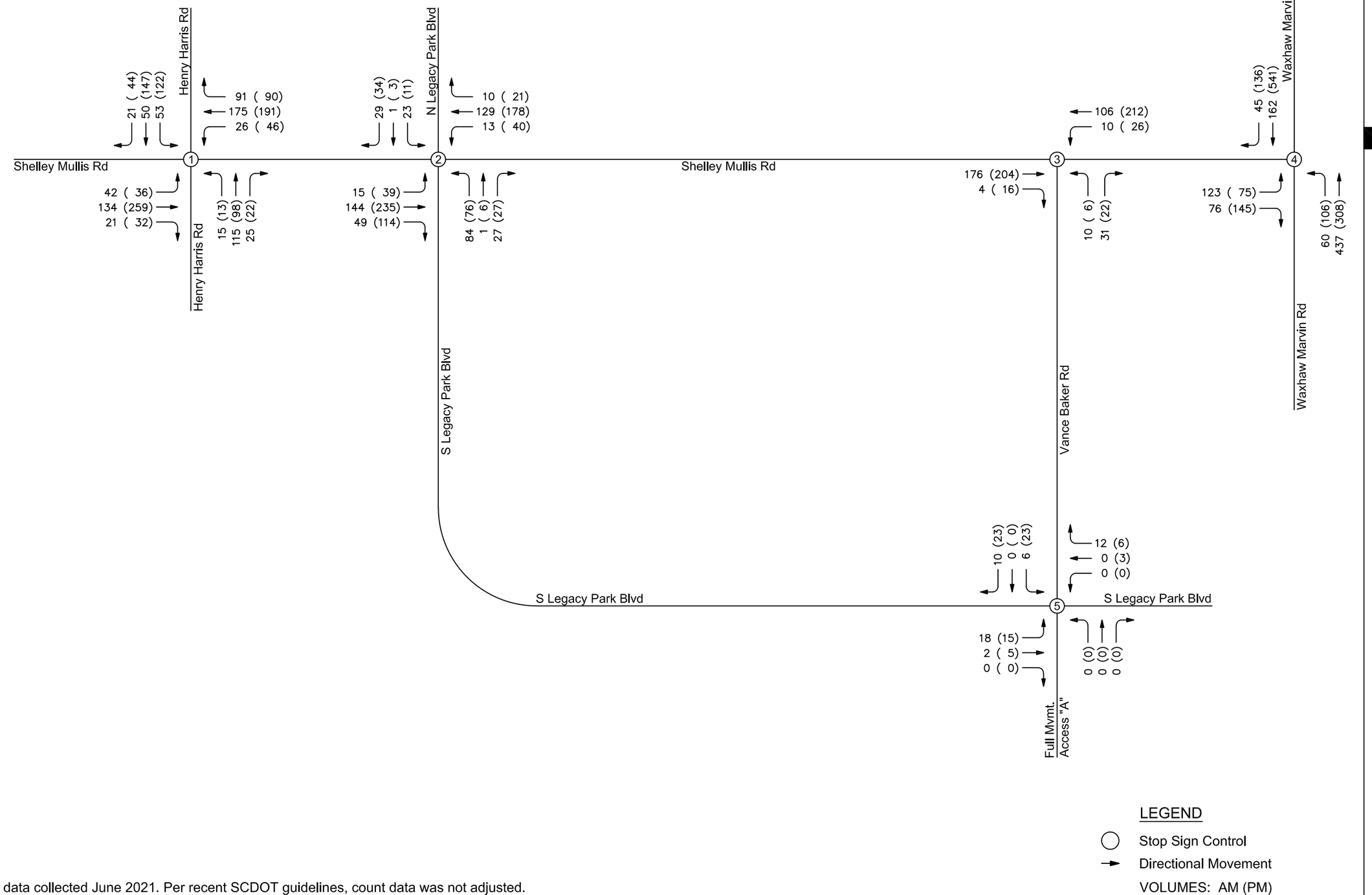
Per recent SCDOT guidelines, count data taken in 2021 was not adjusted.

In addition to the intersection turning movement counts, SCDOT is the source for average annual two-way daily traffic (AADT) volumes within the area of influence. The AADT volumes are depicted in Table 1.

Table 1: Average Annual Daily Traffic Volumes (veh. per day)

Roadway (Station ID #)	AADT (year)
Shelley Mullis Road east of Charlotte Highway (226)	5,300 (2020)

Figure 2 shows the 2021 existing traffic volumes for the AM and PM peak hours.



Count data collected June 2021. Per recent SCDOT guidelines, count data was not adjusted.

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EXISTING PEAK HOUR VOLUMES

0 XX XX N
SCALE: NTS

PROJECT #: 948-001
DRAWN BY: CRB
CHECKED BY: REG

AUGUST 2021

REVISIONS:

Figure 2

The intersections identified within the area of influence were analyzed to identify the traffic impact that the site development has under the build scenario. The traffic analysis is based on the LOS analysis at the identified intersections. The intersections were analyzed assuming buildout of the site in 2027.

LOS is a qualitative measurement of traffic operations. It is a measure of delay time. The Transportation Research Board's Highway Capacity Manual[1] (HCM) defines six levels of service for intersections with LOS "A" representing the best operating condition and LOS "F" the worst. The table below gives the criteria for both signalized (Exhibit 19-8) and unsignalized (Exhibit 20-2) intersections.

Intersection LOS	Exhibit 19-8 Signalized Intersection Control Delay per Vehicle (sec/vehicle)	Exhibit 20-2 Unsignalized Intersection Control Delay per Vehicle (sec/vehicle)
A	≤10.0	≤ 10.0
B	> 10.0 and ≤ 20.0	> 10.0 and ≤ 15.0
C	> 20.0 and ≤ 35.0	> 15.0 and ≤ 25.0
D	> 35.0 and ≤ 55.0	> 25.0 and ≤ 35.0
E	> 55.0 and ≤ 80.0	> 35.0 and ≤ 50.0
F	>80.0	> 50.0

SYNCHRO 11 was the software tool used in determining the delay, capacity, and corresponding level of service at the study intersections. The intersection worksheet reports are provided in the Appendix.

For the analysis of unsignalized intersections, the vehicular movements that must stop at the intersection experience delay (i.e. the minor leg of the intersection). For descriptive purposes:

- LOS results between "A" and "C" for the side (minor) street approach are assumed to represent short vehicle delays
- LOS results between "D" and "E" for the side (minor) street approach are assumed to represent moderate delays
- LOS results of "F" for the side (minor) street approach is assumed to represent long delays.

It should be noted that stop sign-controlled streets/driveways intersecting major streets typically experience long delays during peak hours, while most of the traffic moving through the intersection on the major street experiences little or no delay.

This report provides analysis of the traffic operations within the area of influence, according to the standards set by the South Carolina Department of Transportation's (SCDOT) "Access and Roadside Management Standards" (ARMS) document dated April 27, 2015 and Lancaster County's November 2016 Unified Development Ordinance (UDO). It provides recommended access management for the site and intersection improvements needed for mitigating traffic impacts.

[1] National Research Council. Transportation Research Board. Highway Capacity Manual 6th Ed., Washington, DC. 2016.

This study evaluates the following scenarios:

- 2021 Existing Conditions
- 2027 No Build
- 2027 Full Buildout

Base assumptions for the analysis scenarios include:

- Count volumes:
  - All counts and methodology approved by SCDOT and Lancaster Staff
- A 2% per year background growth rate between the existing/adjusted 2021 and future 2027 conditions
- All study intersections and movements assume a peak hour factor of 0.90
- Observed heavy vehicle percentages (from traffic counts) were used in all analysis for all intersections
- Signal operations were coded using defaults provided by SCDOT staff and maintained throughout all future year scenarios
- To account for trips produced by the residential development, ITE trip generation values for 228 DU's of single family housing (LUC 210) were split between the two access driveways located on S Legacy Park Boulevard, with 40% using Access "A" and 60% using Access "B".

The following intersections currently (2021) operate at:

1. Shelley Mullis Road & Henry Harris Road
   a. AM – LOS "B"
   b. PM – LOS "C"
2. Shelley Mullis Road & S Legacy Park Boulevard
   a. AM – LOS "A"
   b. PM – LOS "A"
3. Shelley Mullis Road & Vance Baker Road
   a. AM – LOS "A"
   b. PM – LOS "A"
4. Henry Nesbit Road & Waxhaw Marvin Road
   a. AM – LOS "A"
   b. PM – LOS "B"
5. S Legacy Park Boulevard & Vance Baker Road
   a. AM – LOS "A"
   b. PM – LOS "A"

Table 2: 2021 Existing Conditions Analysis Results

Approach	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec/veh)	Capacity (v/c)	LOS	Delay (sec/veh)	Capacity (v/c)
1. Shelley Mullis Road & Henry Harris Road						
Intersection	B	11.3	-	C	20.0	-
Eastbound - Shelley Mullis Rd	B	11.0	-	C	20.9	-
Westbound - Shelley Mullis Rd	B	12.2	-	C	20.7	-
Northbound - Henry Harris Rd	B	10.6	-	B	13.3	-
Southbound - Henry Harris Rd	B	10.4	-	C	21.3	-
2. Shelley Mullis Road & S Legacy Park Boulevard						
Intersection	A	4.2	-	A	4.1	-
Eastbound - Shelley Mullis Rd	A	0.5	-	A	0.8	-
Westbound - Shelley Mullis Rd	A	0.7	-	A	1.4	-
Northbound - S Legacy Park Blvd	B	12.6	-	C	18.3	-
Southbound - N Legacy Park Blvd	B	10.9	-	B	12.4	-
3. Shelley Mullis Road & Vance Baker Road						
Intersection	A	1.4	-	A	1.0	-
Eastbound - Shelley Mullis Rd	A	0.0	-	A	0.0	-
Westbound - Shelley Mullis Rd	A	0.7	-	A	0.9	-
Northbound - Vance Baker Rd	A	9.9	-	B	10.4	-
4. Henry Nesbit Road & Waxhaw Marvin Road						
Intersection	A	5.6	-	B	12.6	-
Eastbound - Henry Nesbit Rd	C	23.1	-	F	70.4	-
Northbound - Waxhaw Marvin Rd	A	1.0	-	A	2.5	-
Southbound - Waxhaw Marvin Rd	A	0.0	-	A	0.0	-
5. S Legacy Park Boulevard & Vance Baker Road						
Intersection	A	6.9	-	A	7.0	-
Eastbound - S Legacy Park Blvd	A	7.3	-	A	7.3	-
Westbound - S Legacy Park Blvd	A	6.4	-	A	6.7	-
Southbound - Vance Baker Rd	A	6.8	-	A	7.0	-

PROPOSED DEVELOPMENT

The daily and peak hour trip generation data for the site is presented in Table 3. The estimates for the trips generated by the development are obtained from the Institute of Transportation Engineers (ITE), Trip Generation Manual, 10th Edition, 2017.

Table 3: Site Trip Generation

Land Use [ITE Code]			Weekday Daily	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Proposed Development									
Single Family Homes [210]	228	DUs	2,219	42	125	167	141	83	224

References:
Trip Generation, 10th Edition, Institute of Transportation Engineers, Washington, DC. 2017.

The trip generation results indicate that the project is expected to generate 167 new AM peak hour trips and 224 new PM peak hour trips.

Per SCDOT and Lancaster County staff, three approved offsite developments were included in the future year analysis (all developments were assumed to be fully complete by 2027 to account for all offsite trips):

- Harris Mill – 377 single family homes. The site is expected to generate 272 new AM peak hour trips and 363 new PM peak hour trips.
- Widewaters – 264 multi-family apartment units, 40,110 SF of retail, 5,500 SF of convenience market with gas pumps, 3,200 SF of bank with drive in, 4,000 SF of fast casual restaurant, and 4,000 SF of fast-food restaurant. The site is expected to generate 388 new AM peak hour trips and 412 new PM peak hour trips.
- Wilson Creek – 412 single family homes. The site is expected to generate 302 new AM peak hour trips and 405 new PM peak hour trips.

Table 4: Offsite Trip Generation

Development	Daily	AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total
Harris Mill	3,525	68	204	272	229	134	363
Widewaters	11,103	198	190	388	217	195	412
Wilson Creek	4,002	76	226	302	255	150	405
Total Trips	**18,630**	**342**	**620**	**962**	**701**	**479**	**1,180**

The AM and PM offsite trip distribution through the study intersections are included in Exhibit A and Exhibit B, respectively, of the Appendix.

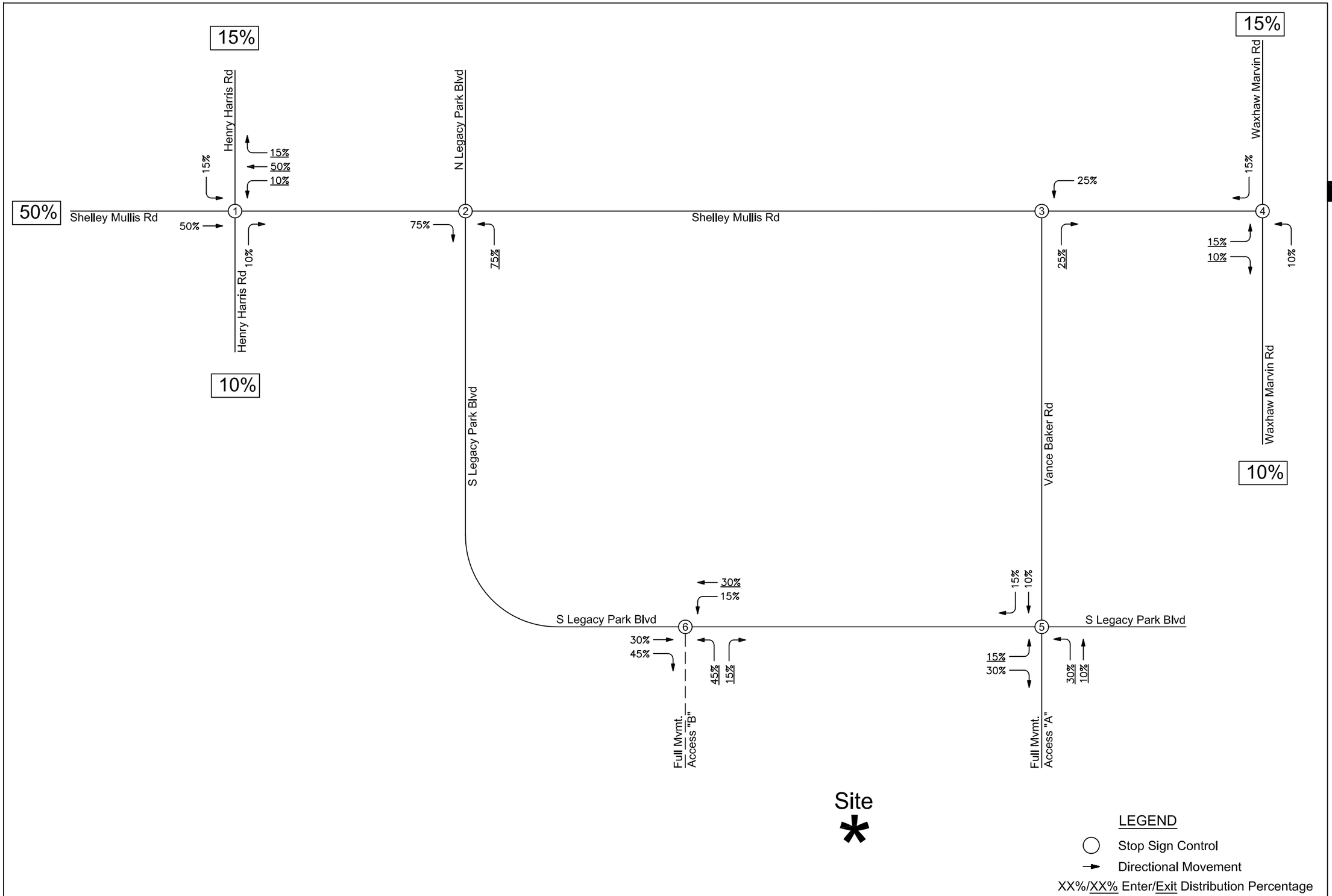
The projected background traffic volumes used in the analyses were developed from the existing peak hour TMCs. Per SCDOT and Lancaster County staff, a 2% per year growth rate was used for the 2027 background volumes.

The No Build volumes for the AM and PM peaks are presented in Figures 4 and 5, respectively. The background traffic is indicated to the far left of the movement arrows, followed by the offsite traffic in brackets. The two volumes are added to obtain the projected total No Build traffic for that movement:

Background + [Offsite] = Total

The 2027 AM and PM Build conditions peak hour traffic volumes are presented in Figures 6 and 7, respectively. The No Build traffic is indicated to the far left of the movement arrows, followed by the site traffic in parentheses. The two volumes are added to obtain the projected total traffic for that movement:

No Build + (Site) = Total



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SITE DIRECTIONAL DISTRIBUTION

0 XX XX N
SCALE: NTS

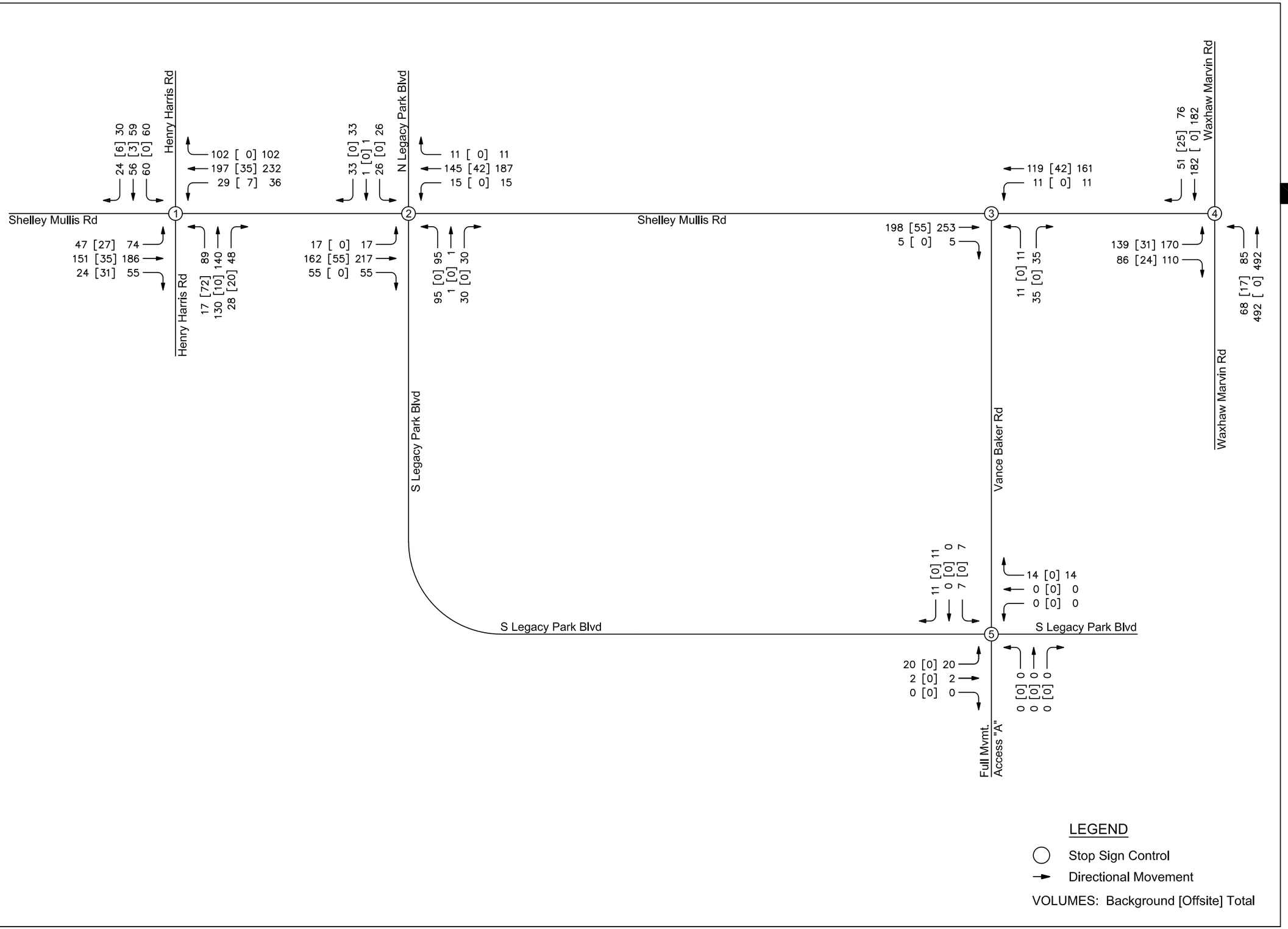
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Figure 3

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2027 NO BUILD AM PEAK HOUR VOLUMES

0 XX XX N
SCALE: NTS

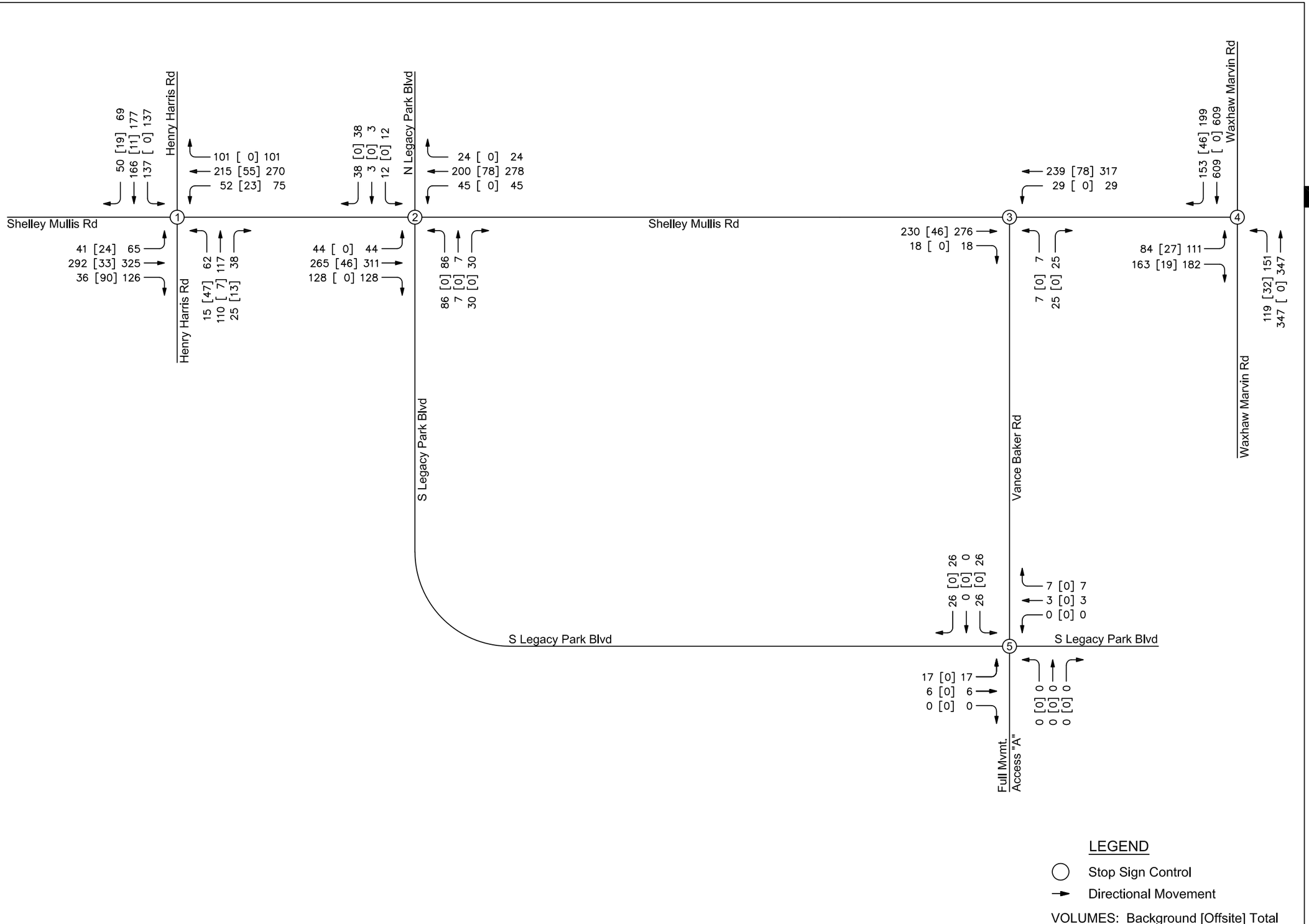
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2027 NO BUILD PM PEAK HOUR VOLUMES

0 XX XX N

SCALE: NTS

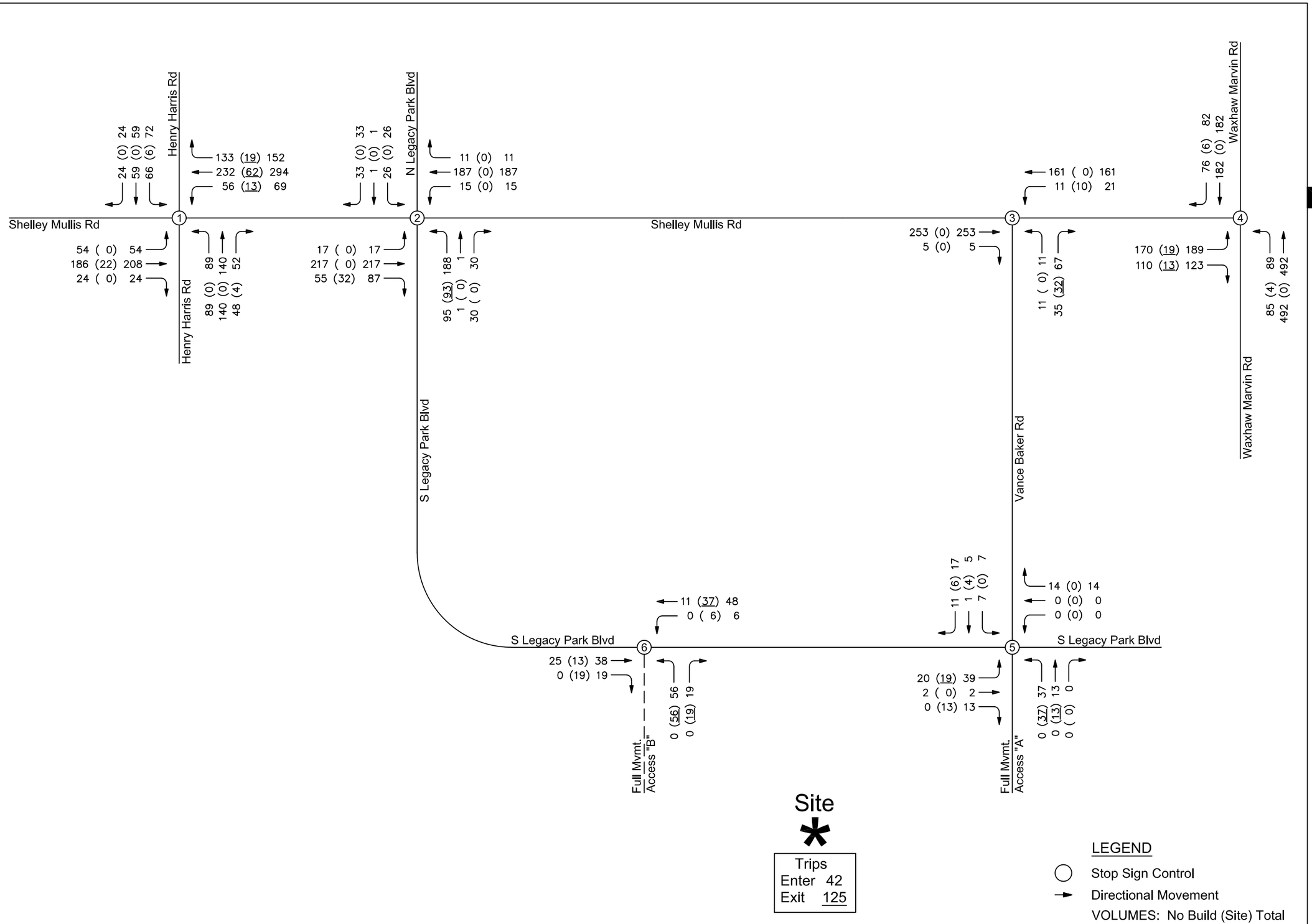
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2027 BUILD AM PEAK HOUR VOLUMES

0 XX XX N

SCALE: NTS

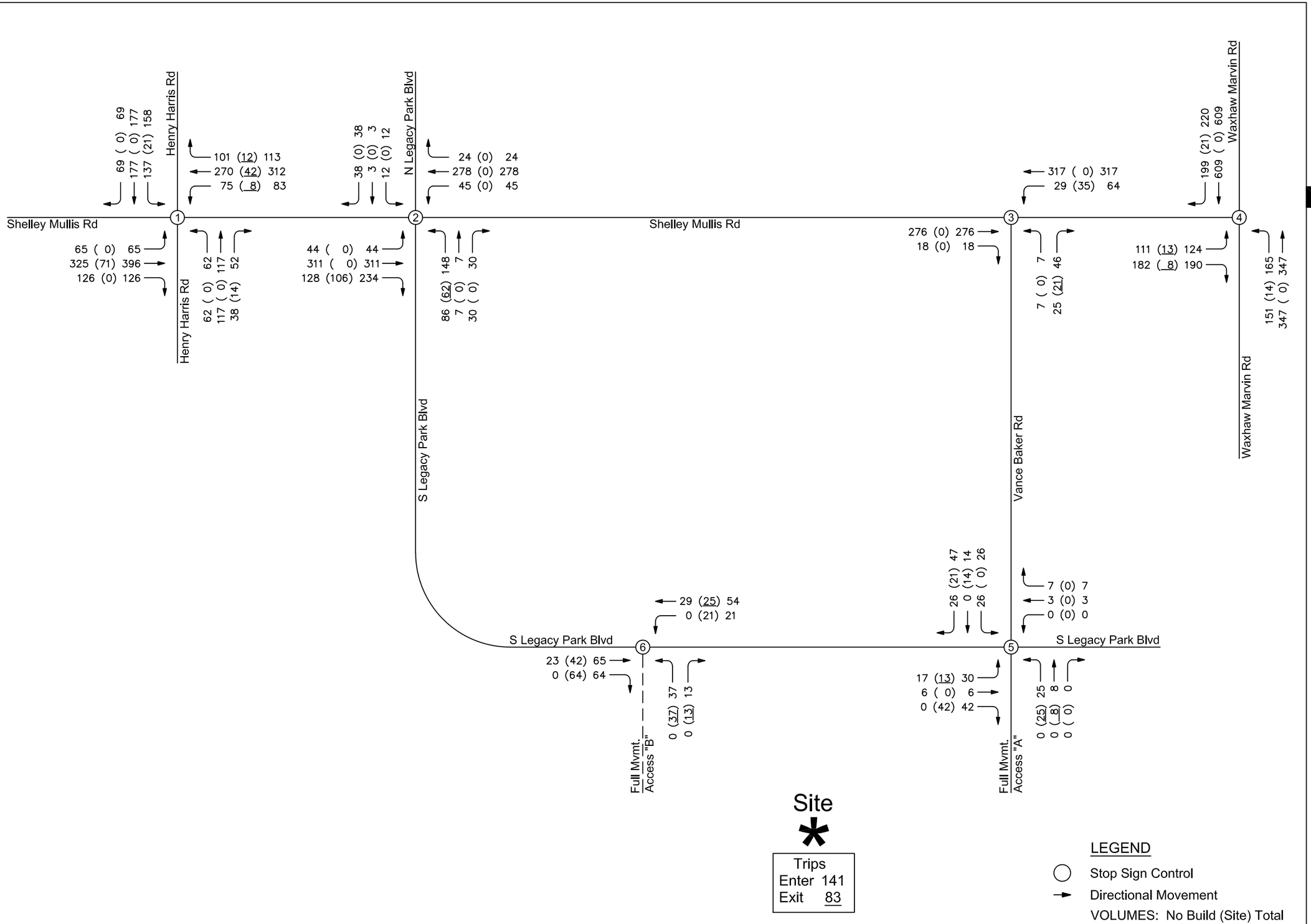
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Figure 6

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2027 BUILD
PM PEAK HOUR
VOLUMES

0 XX XX N
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Figure 7

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ANALYSIS OF FUTURE CONDITIONS

LANCASTER COUNTY ANALYSIS REQUIREMENTS - To determine the mitigation responsibility of the developer, this study compares 2027 Build results to the 2027 No Build results.

- For collector or local streets, a Level-of-Service (LOS) “C” or better shall be maintained. On any arterial or higher order street a LOS “D” or better shall be maintained. Level of service will be measured for segments and intersections using ITE standards for LOS calculation. Where the existing LOS is below these standards, the traffic impact analysis shall identify those improvements required to ensure that development related traffic demands result in no net reduction in LOS, and identify additional improvements needed to raise the level of service to the standards on the applicable streets to the adopted LOS standard.

The analysis and queue results for the study scenarios are presented in Tables 5-16.

***1.* Shelley Mullis Road & Henry Harris Road (unsignalized)**

Table 5: Shelley Mullis Rd & Henry Harris Rd Analysis Results

Approach	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec/veh)	Capacity (v/c)	LOS	Delay (sec/veh)	Capacity (v/c)
Existing Conditions						
Intersection	B	11.3	-	C	20.0	-
Eastbound - Shelley Mullis Rd	B	11.0	-	C	20.9	-
Westbound - Shelley Mullis Rd	B	12.2	-	C	20.7	-
Northbound - Henry Harris Rd	B	10.6	-	B	13.3	-
Southbound - Henry Harris Rd	B	10.4	-	C	21.3	-
2027 No Build Conditions						
Intersection	B	11.7	0.49	B	14.3	0.65
Eastbound - Shelley Mullis Rd	B	10.8	-	B	14.5	-
Westbound - Shelley Mullis Rd	B	12.3	-	B	12.8	-
Northbound - Henry Harris Rd	B	12.4	-	B	14.0	-
Southbound - Henry Harris Rd	B	11.0	-	B	16.0	-
2027 Build Conditions						
Intersection	B	13.1	0.62	B	15.7	0.72
Eastbound - Shelley Mullis Rd	A	9.9	-	B	16.2	-
Westbound - Shelley Mullis Rd	B	13.6	-	B	13.9	-
Northbound - Henry Harris Rd	B	15.0	-	B	15.3	-
Southbound - Henry Harris Rd	B	13.8	-	B	17.6	-

2021 Existing Conditions

Currently the intersection is an all-way stop that operates at LOS “B” during the AM peak hour and LOS “C” during the PM peak hour. The worst leg of the intersection operates at LOS “B” during the AM peak hour and LOS “C” during the PM peak hour.

2027 No Build Conditions

The following required offsite improvements are the shared responsibility of the Harris Mill and Wilson Creek developments and have been included in the analysis for both No Build and Build Conditions at this intersection:

- Installation of a traffic signal
- Construction of left turn lanes on all approaches with:
  - 225 feet of storage on the northbound approach
  - 400 feet of storage on the eastbound approach
  - 350 feet of storage on the southbound approach, and
  - 225 feet of storage on the westbound approach

With the inclusion of offsite traffic, growth in background traffic, and the offsite improvements the intersection operates at LOS “B” during both the AM and PM peak hours.

2027 Build Conditions

When comparing the impact of the 2027 Build to the 2027 No Build conditions, the intersection continues to operate at LOS "B" during both the AM and PM peak hours. **As the intersection LOS is above the set threshold of LOS "C" in both peak hours, no developer required improvements should be deemed necessary at this intersection.**

Table 6: Shelley Mullis Rd & Henry Harris Rd Queue Results

Shelley Mullis Road @ Henry Harris Road	Storage (ft)	AM PEAK		PM PEAK	
		95th % Queue	Max Queue	95th % Queue	Max Queue
2027 No Build Conditions					
Eastbound Left-Turn (Shelley Mullis Rd)	400'	35'	78'	32'	71'
Eastbound Thru (Shelley Mullis Rd)	TERM.	87'	125'	188'	248'
Westbound Left-Turn (Shelley Mullis Rd)	225'	19'	58'	40'	106'
Westbound Thru (Shelley Mullis Rd)	TERM.	126'	153'	147'	190'
Northbound Left-Turn (Henry Harris Rd)	225'	47'	86'	45'	90'
Northbound Thru (Henry Harris Rd)	TERM.	87'	142'	89'	126'
Southbound Left-Turn (Henry Harris Rd)	350'	35'	83'	88'	132'
Southbound Thru (Henry Harris Rd)	TERM.	45'	97'	139'	163'
2027 Build Conditions					
Eastbound Left-Turn (Shelley Mullis Rd)	400'	29'	108'	34'	77'
Eastbound Thru (Shelley Mullis Rd)	TERM.	87'	125'	230'	251'
Westbound Left-Turn (Shelley Mullis Rd)	225'	32'	88'	49'	108'
Westbound Thru (Shelley Mullis Rd)	TERM.	187'	198'	174'	175'
Northbound Left-Turn (Henry Harris Rd)	225'	58'	86'	45'	103'
Northbound Thru (Henry Harris Rd)	TERM.	111'	150'	98'	123'
Southbound Left-Turn (Henry Harris Rd)	350'	50'	78'	103'	149'
Southbound Thru (Henry Harris Rd)	TERM.	53'	87'	141'	178'

2. Shelley Mullis Road & S Legacy Park Boulevard (unsignalized)

Table 7: Shelley Mullis Rd & S Legacy Park Blvd Analysis Results

Approach	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec/veh)	Capacity (v/c)	LOS	Delay (sec/veh)	Capacity (v/c)
Existing Conditions						
Intersection	A	4.2	-	A	4.1	-
Eastbound - Shelley Mullis Rd	A	0.5	-	A	0.8	-
Westbound - Shelley Mullis Rd	A	0.7	-	A	1.4	-
Northbound - S Legacy Park Blvd	B	12.6	-	C	18.3	-
Southbound - N Legacy Park Blvd	B	10.9	-	B	12.4	-
2027 No Build Conditions						
Intersection	A	4.4	-	A	5.2	-
Eastbound - Shelley Mullis Rd	A	0.5	-	A	0.7	-
Westbound - Shelley Mullis Rd	A	0.6	-	A	1.1	-
Northbound - S Legacy Park Blvd	C	15.9	-	D	30.4	-
Southbound - N Legacy Park Blvd	B	12.4	-	C	15.1	-
2027 Build Conditions						
Intersection	A	7.2	-	B	10.5	-
Eastbound - Shelley Mullis Rd	A	0.4	-	A	0.6	-
Westbound - Shelley Mullis Rd	A	0.6	-	A	1.2	-
Northbound - S Legacy Park Blvd	C	22.3	-	F	58.1	-
Southbound - N Legacy Park Blvd	B	12.5	-	C	15.9	-
2027 Build Conditions with Improvements						
Intersection	A	6.6	-	A	8.4	-
Eastbound - Shelley Mullis Rd	A	0.4	-	A	0.6	-
Westbound - Shelley Mullis Rd	A	0.6	-	A	1.2	-
Northbound - S Legacy Park Blvd	C	20.2	-	E	45.1	-
Southbound - N Legacy Park Blvd	B	12.1	-	C	15.1	-

2021 Existing Conditions

Currently the two-way stop control intersection operates at LOS “A” during both the AM and PM peak hours. The worst leg of the intersection (northbound) operates at LOS “B” during the AM peak hour and LOS “C” during the PM peak hour.

2027 No Build Conditions

With the inclusion of offsite traffic and growth in background traffic volumes, the intersection continues to operate at LOS “A” during both the AM and PM peak hours. The worst leg of the intersection (northbound) continues to operate at LOS “C” during the AM peak hour and drops to LOS “D” during the PM peak hour.

2027 Build Conditions

When comparing the impact of the 2027 Build to the 2027 No Build conditions, the intersection continues to operate at LOS “A” during the AM peak hour and drops to LOS “B” during the PM peak hour. The worst leg of the intersection (northbound) continues to operate at LOS “C” during the AM peak hour and drops to LOS “F” during the PM peak hour.

2027 Build Conditions with Improvements

Based on the addition of site traffic on the northbound leg, the results indicate the need to identify mitigation at the study intersection.

The following improvement was tested and is suggested:

- Restripe the northbound lane of S Legacy Park Boulevard to have a thru-right lane and a left turn lane with 150 feet of storage
- Restripe the southbound lane of N Legacy Park Boulevard to have a thru-right lane and a left turn lane with 150 feet of storage

Assuming this improvement in place, the intersection operates at LOS "A" during both the AM and PM peak hours. The worst leg of the intersection (northbound) operates at LOS "C" during the AM peak hour and operates at LOS "E" during the PM peak hour.

Although the worst leg of the intersection (northbound) operates at LOS "E" during the PM peak hour, the intersection operates at LOS "A" overall. Additionally, the only reasonable mitigation that would improve the worst leg of the intersection (northbound) is a traffic signal, which is likely not warranted or necessary at this location, therefore it is not suggested.

Table 8: Shelley Mullis Rd & S Legacy Park Blvd Queue Results

Shelley Mullis Rd @ S Legacy Park Blvd	Storage (ft)	AM PEAK		PM PEAK	
		95th % Queue	Max Queue	95th % Queue	Max Queue
2027 No Build Conditions					
Eastbound Left-Turn (Shelley Mullis Rd)	125'	0'	19'	3'	42'
Westbound Left-Turn (Shelley Mullis Rd)	150'	0'	21'	3'	42'
Northbound Left/Thru/Right (S Legacy Park Blvd)	TERM.	30'	100'	65'	84'
Southbound Left/Thru/Right (N Legacy Park Blvd)	TERM.	10'	71'	13'	68'
2027 Build Conditions with Improvements					
Eastbound Left-Turn (Shelley Mullis Rd)	125'	0'	19'	3'	30'
Westbound Left-Turn (Shelley Mullis Rd)	150'	0'	40'	5'	48'
Northbound Left-Turn (S Legacy Park Blvd)	150'	68'	127'	120'	110'
Northbound Thru/Right (S Legacy Park Blvd)	TERM.	3'	55'	8'	57'
Southbound Left-Turn (N Legacy Park Blvd)	150'	5'	40'	5'	38'
Southbound Thru/Right (N Legacy Park Blvd)	TERM.	5'	53'	8'	62'

***3.* Shelley Mullis Road & Vance Baker Road (unsignalized)**

Table 9: Shelley Mullis Rd & Vance Baker Rd Analysis Results

Approach	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec/veh)	Capacity (v/c)	LOS	Delay (sec/veh)	Capacity (v/c)
Existing Conditions						
Intersection	A	1.4	-	A	1.0	-
Eastbound - Shelley Mullis Rd	A	0.0	-	A	0.0	-
Westbound - Shelley Mullis Rd	A	0.7	-	A	0.9	-
Northbound - Vance Baker Rd	A	9.9	-	B	10.4	-
2027 No Build Conditions						
Intersection	A	1.2	-	A	0.9	-
Eastbound - Shelley Mullis Rd	A	0.0	-	A	0.0	-
Westbound - Shelley Mullis Rd	A	0.5	-	A	0.7	-
Northbound - Vance Baker Rd	B	10.7	-	B	11.5	-
2027 Build Conditions						
Intersection	A	1.9	-	A	1.6	-
Eastbound - Shelley Mullis Rd	A	0.0	-	A	0.0	-
Westbound - Shelley Mullis Rd	A	0.9	-	A	1.4	-
Northbound - Vance Baker Rd	B	10.8	-	B	11.6	-

2021 Existing Conditions

Currently the intersection operates at LOS “A” during both the AM and PM peak hours. The worst leg of the intersection (northbound) operates at LOS “A” during the AM peak hour and LOS “B” during the PM peak hour.

2027 No Build Conditions

With the inclusion of offsite traffic and growth in background traffic volumes, the intersection continues to operate at LOS “A” during both the AM and PM peak hours. The worst leg of the intersection (northbound) drops to LOS “B” during the AM peak hour and continues to operate at LOS “B” during the PM peak hour.

2027 Build Conditions

When comparing the impact of the 2027 Build to the 2027 No Build conditions, the intersection continues to operate at LOS “A” during both the AM and PM peak hours. The worst leg of the intersection (northbound) continues to operate at LOS “B” during both the AM and PM peak hours. **As the intersection LOS is above the set threshold of LOS “C” in both peak hours, no developer required improvements should be deemed necessary at this intersection.**

Table 10: Shelley Mullis Rd & Vance Baker Rd Queue Results

Shelly Mullis Rd @ Vance Baker Road	Storage (ft)	AM PEAK		PM PEAK	
		95th % Queue	Max Queue	95th % Queue	Max Queue
2027 No Build Conditions					
Westbound Left-Turn (Shelley Mullis Rd)	TERM.	0'	33'	3'	52'
Northbound Left/Right-Turn (Vance Baker Rd)	TERM.	5'	56'	5'	108'
2027 Build Conditions					
Westbound Left-Turn (Shelley Mullis Rd)	TERM.	3'	28'	5'	63'
Northbound Left/Right-Turn (Vance Baker Rd)	TERM.	10'	66'	8'	334'

***4.* Henry Nesbit Road & Waxhaw Marvin Road (unsignalized)**

Table 11: Henry Nesbit Rd & Waxhaw Marvin Rd Analysis Results

Approach	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec/veh)	Capacity (v/c)	LOS	Delay (sec/veh)	Capacity (v/c)
Existing Conditions						
Intersection	A	5.6	-	B	12.6	-
Eastbound - Henry Nesbit Rd	C	23.1	-	F	70.4	-
Northbound - Waxhaw Marvin Rd	A	1.0	-	A	2.5	-
Southbound - Waxhaw Marvin Rd	A	0.0	-	A	0.0	-
2027 No Build Conditions						
Intersection	C	17.3	-	F	81.4	-
Eastbound - Henry Nesbit Rd	F	66.5	-	F	438.5	-
Northbound - Waxhaw Marvin Rd	A	1.2	-	A	3.4	-
Southbound - Waxhaw Marvin Rd	A	0.0	-	A	0.0	-
2027 Build Conditions						
Intersection	D	27.3	-	F	113.3	-
Eastbound - Henry Nesbit Rd	F	98.9	-	F	591.2	-
Northbound - Waxhaw Marvin Rd	A	1.2	-	A	3.7	-
Southbound - Waxhaw Marvin Rd	A	0.0	-	A	0.0	-
2027 Build Conditions with Test Improvements per Ordinance						
Intersection	B	11.8	0.59	C	21.2	0.91
Eastbound - Henry Nesbit Rd	B	17.1	-	D	35.4	-
Northbound - Waxhaw Marvin Rd	B	10.6	-	C	22.6	-
Southbound - Waxhaw Marvin Rd	A	8.3	-	B	14.9	-

2021 Existing Conditions

Currently the intersection operates at LOS “A” during the AM peak hour and LOS “B” during the PM peak hour. The worst leg of the intersection (eastbound) operates at LOS “C” during the AM peak hour and LOS “F” during the PM peak hour.

2027 No Build Conditions

With the inclusion of offsite traffic and growth in background traffic volumes, the intersection drops to LOS “C” during the AM peak hour and drops to LOS “F” during the PM peak hour. The worst leg of the intersection (eastbound) drops to LOS “F” during the AM peak hour and continues to operate LOS “F” during the PM peak hour.

2027 Build Conditions

When comparing the impact of the 2027 Build to the 2027 No Build conditions, the intersection drops to LOS “D” during the AM peak hour and continues to operate at LOS “F” during the PM peak hour. The worst leg of the intersection (eastbound) continues to operate at LOS “F” during both the AM and PM peak hours. **As the worst leg of the intersection (eastbound) under No Build conditions is an LOS “F”, which is below the set threshold of LOS “C”, and remains an LOS “F” under Build conditions, no developer required improvements should be deemed necessary at this intersection.**

2027 Build Conditions with Test Improvements per Ordinance

Based on Lancaster County requirements, the results indicate the need to identify mitigation at the study intersection.

The following improvement was tested but is not suggested as the worst leg of the intersection (eastbound) operates below the set threshold of LOS "C" under No Build Conditions:

- Construct an eastbound left turn lane on Henry Nesbit Road with 350 feet of storage
- Construct a northbound left turn lane on Waxhaw Marvin Road with 200 feet of storage
- Install a traffic signal at the intersection

Assuming this improvement in place, the intersection operates at LOS "B" during the AM peak hour and LOS "C" during the PM peak hour.

Table 12: Henry Nesbit Rd & Waxhaw Marvin Rd Queue Results

Henry Nesbit Rd @ Waxhaw Marvin Rd	Storage (ft)	AM PEAK		PM PEAK	
		95th % Queue	Max Queue	95th % Queue	Max Queue
2027 No Build Conditions					
Eastbound Left/Right-Turn (Henry Nesbit Rd)	TERM.	233'	211'	590'	1526'
Northbound Left-Turn (Waxhaw Marvin Rd)	TERM.	5'	116'	20'	264'
2027 Build Conditions					
Eastbound Left/Right-Turn (Henry Nesbit Rd)	TERM.	310'	297'	703'	1907'
Northbound Left-Turn (Waxhaw Marvin Rd)	TERM.	8'	100'	25'	300'

***5.* S Legacy Park Boulevard & Vance Baker Road/Access "A" (unsignalized)**

Table 13: S Legacy Park Blvd & Vance Baker Rd/Access "A" Analysis Results

Approach	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec/veh)	Capacity (v/c)	LOS	Delay (sec/veh)	Capacity (v/c)
Existing Conditions						
Intersection	A	6.9	-	A	7.0	-
Eastbound - S Legacy Park Blvd	A	7.3	-	A	7.3	-
Westbound - S Legacy Park Blvd	A	6.4	-	A	6.7	-
Southbound - Vance Baker Rd	A	6.8	-	A	7.0	-
2027 No Build Conditions						
Intersection	A	6.9	-	A	7.1	-
Eastbound - S Legacy Park Blvd	A	7.3	-	A	7.3	-
Westbound - S Legacy Park Blvd	A	6.5	-	A	6.7	-
Southbound - Vance Baker Rd	A	6.8	-	A	7.1	-
2027 Build Conditions						
Intersection	A	7.3	-	A	7.4	-
Eastbound - S Legacy Park Blvd	A	7.4	-	A	7.4	-
Westbound - S Legacy Park Blvd	A	6.6	-	A	6.9	-
Northbound - Access "A"	A	7.6	-	A	7.6	-
Southbound - Vance Baker Rd	A	7.0	-	A	7.4	-

2021 Existing Conditions

Currently the all-way stop control intersection operates at LOS "A" during both the AM and PM peak hours. The worst leg of the intersection (eastbound) operates at LOS "A" during both the AM and PM peak hours.

2027 No Build Conditions

With the inclusion of offsite traffic and growth in background traffic volumes, the intersection continues to operate at LOS "A" during both the AM and PM peak hours. The worst leg of the intersection (eastbound) continues to operate at LOS "A" during both the AM and PM peak hours.

2027 Build Conditions

We propose the following access configuration:

- One ingress lane and one egress lane on Access "A" (a northbound combined left-thru-right lane)

Assuming this configuration in place, the intersection continues to operate at LOS "A" during both the AM and PM peak hours. The worst leg of the intersection (northbound) operates at LOS "A" during both the AM and PM peak hours.

Turn lane warrants have been conducted and are included in the appendix for this intersection to test an eastbound right turn lane and a westbound left turn lane per SCDOT's "Access and Roadside Management Standards" (ARMS) manual:

- Per the anticipated traffic volumes, the results indicate that under 2027 Build Conditions right and left turn lanes on S Legacy Park Boulevard may not be necessary and therefore are not suggested.

Table 14: S Legacy Park Blvd & Vance Baker Rd/Access "A" Queue Results

S Legacy Park Blvd @ Vance Baker Rd/Access "A"	Storage (ft)	AM PEAK		PM PEAK	
		95th % Queue	Max Queue	95th % Queue	Max Queue
2027 No Build Conditions					
Eastbound Left/Thru/Right (S Legacy Park Blvd)	TERM.	42'	45'	43'	45'
Westbound Left/Thru/Right (S Legacy Park Blvd)	TERM.	34'	35'	31'	35'
Southbound Left/Thru/Right (Vance Baker Rd)	TERM.	41'	50'	60'	68'
2027 Build Conditions with Improvements					
Eastbound Left/Thru/Right (S Legacy Park Blvd)	TERM.	56'	64'	63'	64'
Westbound Left/Thru/Right (S Legacy Park Blvd)	TERM.	35'	44'	29'	64'
Northbound Left/Thru/Right (Access "A")	TERM.	50'	50'	46'	56'
Southbound Left/Thru/Right (Vance Baker Rd)	TERM.	48'	58'	74'	95'

6. S Legacy Park Boulevard & Access "B" (unsignalized)

Table 15: S Legacy Park Blvd & Access "B" Analysis Results

Approach	AM Peak Hour			PM Peak Hour		
	LOS	Delay (sec/veh)	Capacity (v/c)	LOS	Delay (sec/veh)	Capacity (v/c)
2027 Build Conditions						
Intersection	A	4.0	-	A	2.5	-
Eastbound - S Legacy Park Blvd	A	0.0	-	A	0.0	-
Westbound - S Legacy Park Blvd	A	0.8	-	A	2.1	-
Northbound - Access "B"	A	9.4	-	A	9.8	-

2027 Build Conditions

We propose the following access configuration:

- One ingress lane and one egress lane on Access "B" (a northbound combined left-thru-right lane)

Assuming this configuration in place, the intersection operates at LOS "A" during both the AM and PM peak hours. The worst leg of the intersection (northbound) operates at LOS "A" during both the AM and PM peak hours.

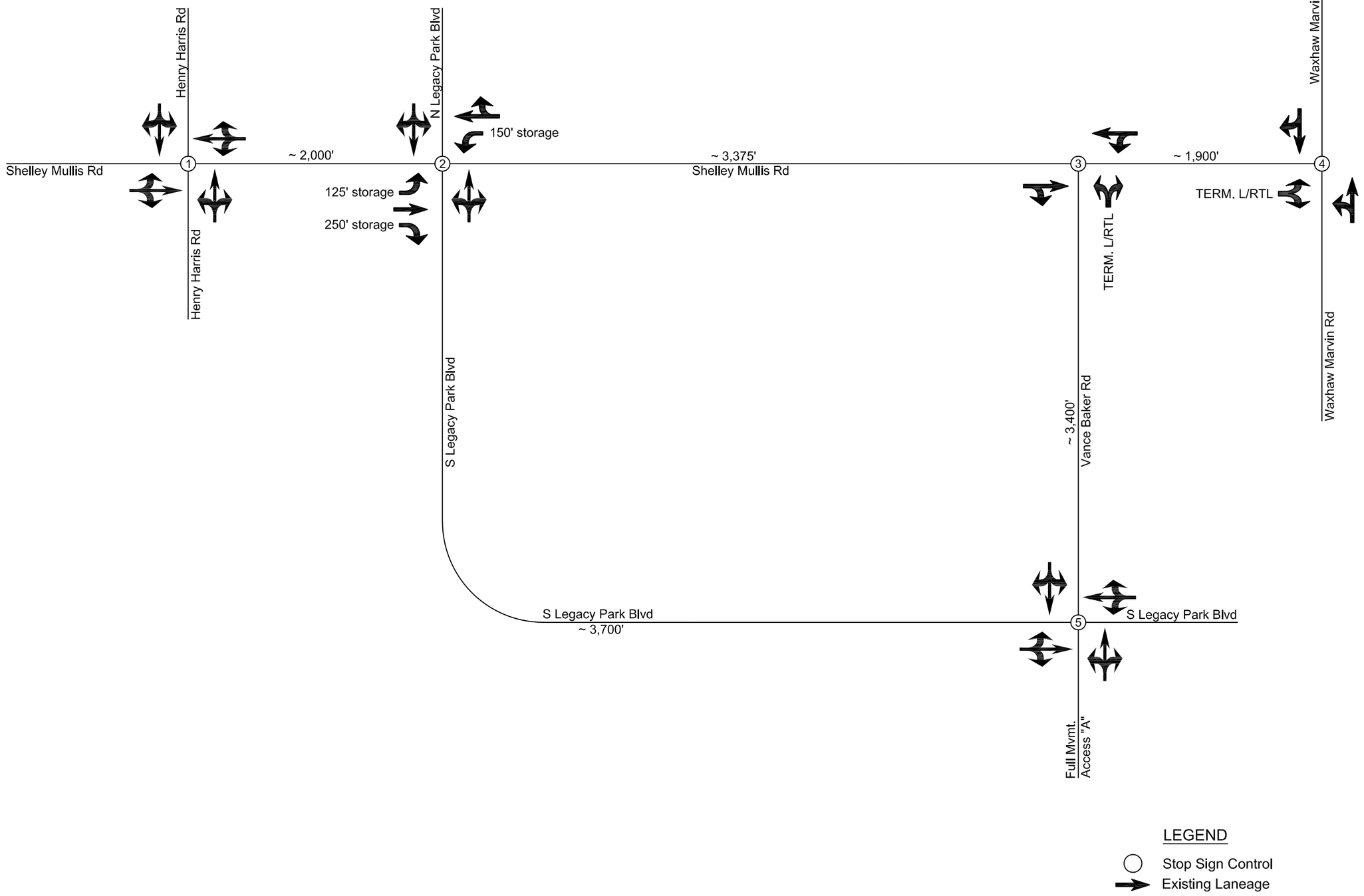
Turn lane warrants have been conducted and are included in the appendix for this intersection to test an eastbound right turn lane and a westbound left turn lane per SCDOT's "Access and Roadside Management Standards" (ARMS) manual:

- Per the anticipated traffic volumes, the results indicate that under 2027 Build Conditions right and left turn lanes on S Legacy Park Boulevard may not be necessary and therefore are not suggested.

Table 16: S Legacy Park Blvd & Access "B" Queue Results

S Legacy Park Blvd @ Access "B"	Storage (ft)	AM PEAK		PM PEAK	
		95th % Queue	Max Queue	95th % Queue	Max Queue
2027 Build Conditions with Improvements					
Westbound Left-Turn (S Legacy Park Blvd)	TERM.	0'	12'	0'	49'
Northbound Left/Right-Turn (Access "B")	TERM.	8'	60'	5'	58'

The existing and suggested laneage are shown on Figures 8 and 9, respectively.



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ARBOR WALK TIA

LANCASTER COUNTY, SC

ARBOR CONSTRUCTION, LLC
4119-I ROSE LAKE DRIVE
CHARLOTTE, NC 28217

EXISTING LANEAGE

0 XX XX N
SCALE: NTS

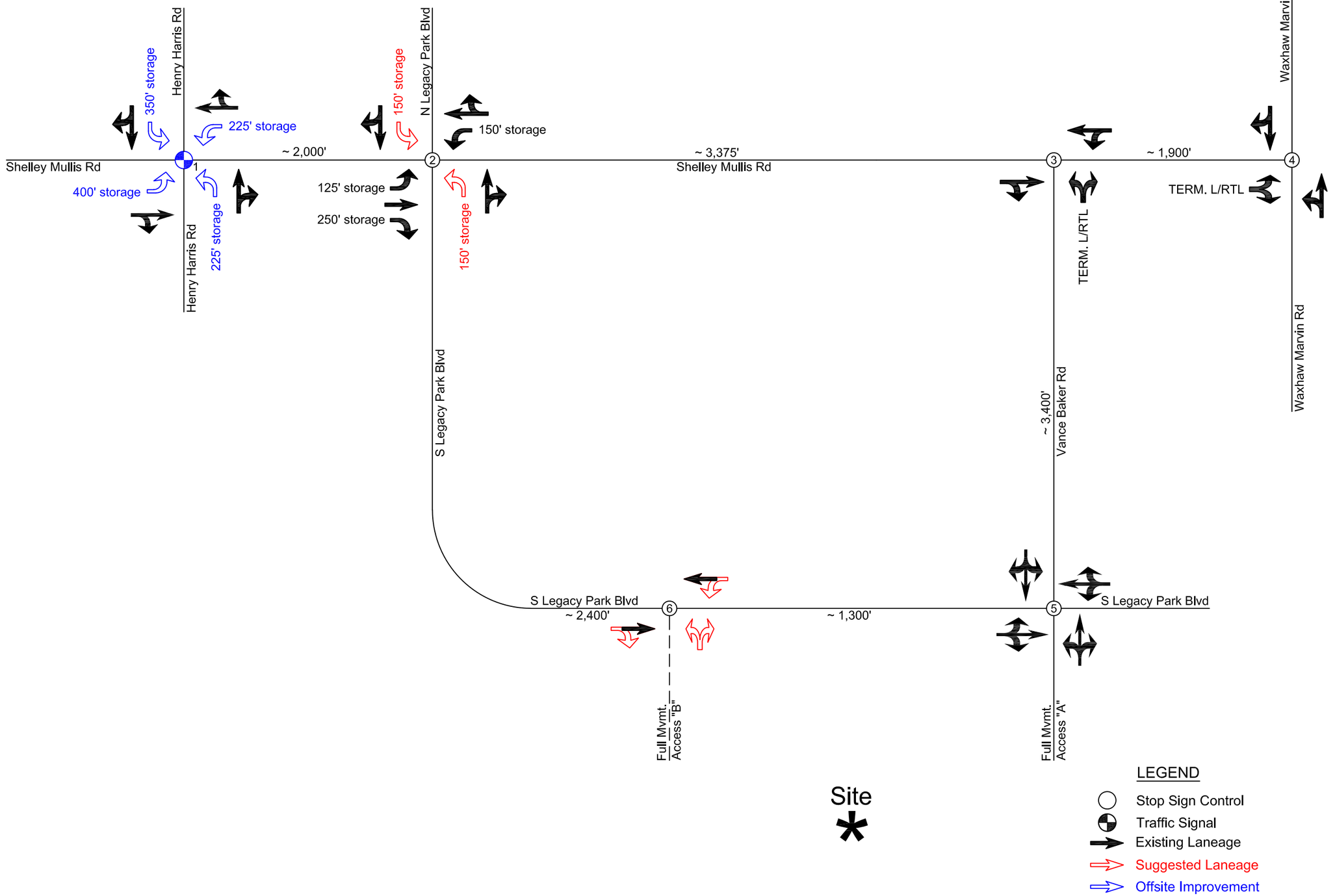
PROJECT #: 948-001
DRAWN BY: CRB
CHECKED BY: REG

AUGUST 2021

REVISIONS:

Figure 8

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ARBOR WALK TIA

LANCASTER COUNTY, SC

ARBOR CONSTRUCTION, LLC
4119-I ROSE LAKE DRIVE
CHARLOTTE, NC 28217

SUGGESTED LANEAGE

0 XX XX N
SCALE: NTS

PROJECT #: 948-001
DRAWN BY: CRB
CHECKED BY: REG

AUGUST 2021

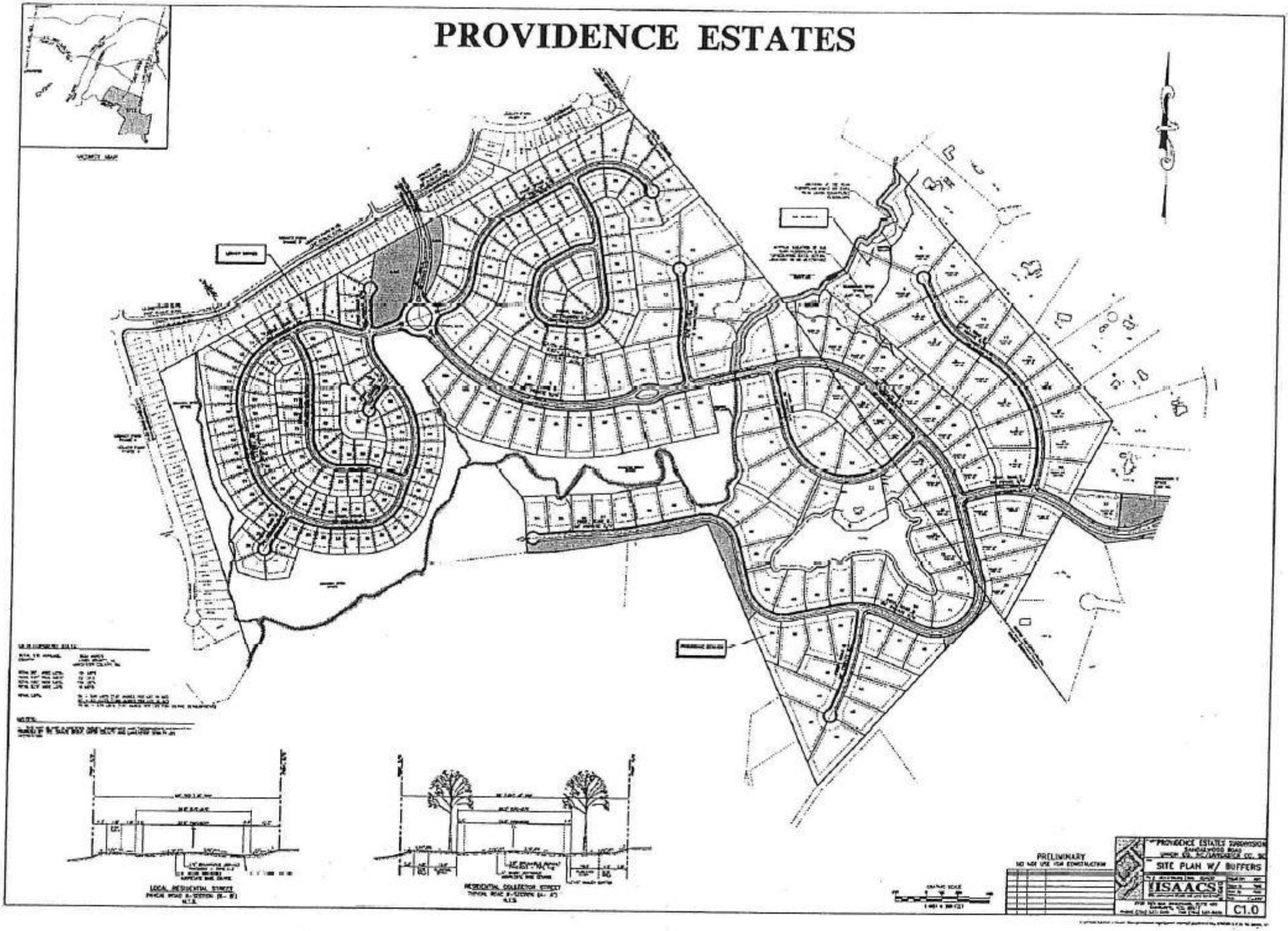
REVISIONS:

Figure 9

CONCLUSIONS

In conclusion, even though the Arbor Walk residential development will slightly increase the amount of traffic on the adjacent corridors, the project will not materially impact adjacent roadways, intersections, or the general public traveling in the area if the site is developed according to the proposed plan and includes the suggested access configurations and offsite roadway improvements.

APPENDIX


PROVIDENCE ESTATES
SITE PLAN W/ BUFFERS
PRELIMINARY
C1.0

From: Jennifer Bryan
To: "Delilah Azavedo"
Subject: RE: We Oppose Arbor Walk RZ-20221527 and DA-2022-1527
Date: Monday, September 12, 2022 10:50:00 AM

I have added a copy of your email to the project file for Arbor Walk. It will be attached to the staff report to Planning Commission presented at the public hearing for this agenda item.

From: Delilah Azavedo <delilah.azavedo@gmail.com>
Sent: Friday, September 9, 2022 12:23 PM
To: Dennis E. Marstall <dmarstall@lancastersc.net>
Cc: cmcgriff@comporium.net; Sherrie Simpson <SSimpson@lancastersc.net>; Terry Graham <TGraham@lancastersc.net>
Subject: We Oppose Arbor Walk RZ-20221527 and DA-2022-1527

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

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We do do not approve the development of a new neighborhood in Indian Land called Arbor Walk. We do not want to see increased traffic with this development.

Thank you.

Legacy Park Residents
Delilah Azavedo
Benjamin Jackson
Foxwood Court, Fort Mill, SC 29707
--
Delilah Azavedo

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Fwd: Arbor access thru legacy park
Date: Thursday, September 1, 2022 9:18:59 AM

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Forwarded message from From: **David L. Bennett** <dlbenet@yahoo.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **David L. Bennett** <dlbenet@yahoo.com>
Date: Wed, Jul 13, 2022 at 4:33 PM
Subject: Arbor access thru legacy park
To: <legacypark@braesael.com>

This is unacceptable. Arbor needs to build out in a different direction!

Arbor should not be allowed to use legacy park roads when there are better choices. Vance Baker can be widened and improved or conversely, use green pond rd.

It is unacceptable to make legacy parks roads arbors short cut!

With regards

David Bennett
1849 Lillywood Lane

From: Rachael Benton
To: Jennifer Bryan
Subject: Vote against Arbor Walk
Date: Saturday, September 3, 2022 2:05:52 PM

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"Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

Rachael Benton
Legacy Park Resident

From: Monica Best
To: Jennifer Bryan
Subject: "Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."
Date: Wednesday, September 7, 2022 1:36:27 PM

The System couldn't recognize this email as this is the first time you received an email from this sender monica.best1026@gmail.com

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"Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

From: Mary Black
To: Jennifer Bryan
Subject: Arbor Walk rezoning RZ-2022-1527
Date: Thursday, August 25, 2022 3:42:11 PM

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Hi Jennifer,

“Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

Regards,
Legacy Park Resident

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Fwd: Arbor construction response letter
Date: Thursday, September 1, 2022 8:54:33 AM
Attachments: image001.png
Arbor Construction response.docx

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Forwarded message from From: **Mike Carter** <mcarter@nationfordchem.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Mike Carter** <mcarter@nationfordchem.com>
Date: Mon, Aug 1, 2022 at 1:34 PM
Subject: Arbor construction response letter
To: legacypark@braesael.com <legacypark@braesael.com>

Please see attached letter with traffic concerns directed at Arbors proposed development.

Kind regards,

Mike Carter
Facilities Manager

Nation Ford Chemical

2300 Banks Street
Fort Mill, SC 29715

803-431-8600

www.nationfordchem.com

To Braesael Management,

I have been informed that Arbor Construction is attempting to build homes adjacent to Legacy Park and to do so they are wanting to tie into South legacy Park Blvd. I have lived in Legacy Park for almost 19 years and would like to express my concerns with the proposed development.

I am concerned with the additional traffic that will be using South LP Blvd and Gold Wing to reach Shelley Mullis. Both roads are already having issues with speeding and not obeying stop signs. Vance Baker is not wide enough for 2 cars as it is. With limited lanes on Vance Baker I feel traffic will not use this means of egress. The increased traffic will only make the current bad situation worse.

Sincerely,

Mike Carter

1539 Kingdom Way

From: maryjean.cashman@yahoo.com
To: Jennifer Bryan; Rox Burhans; Dennis E. Marstall
Subject: Arbor Walk Opposition
Date: Thursday, September 1, 2022 2:27:04 PM

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I am a resident of Legacy Park in Indian Land, SC.

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

Thank you.

Mary Jean Cashman

From: Mary Costantino
To: Jennifer Bryan
Subject: Arbor Walk Development Near Legacy Park
Date: Thursday, August 25, 2022 3:55:06 PM

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To Whom It May Concern,

In regards to the proposed development at the end of Vance Baker Road, I have concerns. My first concern, is the limited width of Vance Baker for passing cars. Navigating this road requires drivers to give right of way to oncoming traffic, often pulling over to the edge of yards and driveways. This road cannot be navigated safely at speeds over 20 mph, and in my opinion, the road is not wide enough to support additional traffic.

Secondly, I estimate that the amount of traffic from one hundred homes can be anticipated that another 200 cars will be navigating this route. Again, in my opinion, the large amount of traffic coupled with the narrow passage of the road, will lead to congestion and higher risk of accident. Stop signs would only add to congestion.

My third concern is that there is no side walk or safe passage walkway for pedestrians walking along Vance Baker as I often do. The majority of drivers that I encounter slow down under 20 mph, especially when children or pets are visible. In my estimation, 1 out of 10 do not and delivery drivers often exceed speed limits, too. Adding more residential drivers increases the number of persons, statistically to 20 (based on 200 cars), that will not be courteous drivers thus increasing chances for accidents. It will also increase deliveries adding to the potential for accidents.

I have lived on South Legacy Park for a little over 15 years, or since this section of Legacy Park was developed. My property is next to the boundary of Legacy Park where the develop will be placed. I am not against the development of land nor what an individual or organization can do with that land; however, I am against overloading infrastructure and the safety of residents for the sake of development.

Sincerely,
Mary R Costantino
3104 S. Legacy Park Boulevard
980.253.2299

Sent from Mail for Windows

From: Jennifer Cooley
To: Jennifer Bryan
Subject: ARBOR WALK
Date: Thursday, September 1, 2022 4:43:06 PM
Importance: High

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WE OPPOSE ARBOR WALK RZ-2022-1527DA-2022-1527!!!!

Jennifer Cooley

Jenniferc@atlanticpkg.com

(D) 704-588-1405

12201 Steele Creek Rd

Charlotte, NC 28273

From: Marie DeMartino
To: Jennifer Bryan
Subject: Arbor Walk
Date: Thursday, August 25, 2022 4:37:39 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527. The current road infrastructure cannot support this additional development. Vance Baker Road is not wide enough to handle additional traffic. As a homeowner in the section of Legacy Park that is south of Vance Baker, I believe Additional traffic on that road would cause accidents.

Many thanks,
Marie DeMartino
3374 Xandra Ct.

Sent from my iPhone

From: Mike DiMaggio
To: Jennifer Bryan
Subject: Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.
Date: Thursday, August 25, 2022 3:01:22 PM

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Jennifer, as a resident of Legacy Park, I ask that you vote against Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527. The existing roads are ill-equipped to handle even more traffic on Shelley Mullis, especially with no improvements being done to Shelley Mullis and 521. Our schools and roads are already crowded with no plan in site to fix either.

Thank you for your consideration.

Mike

Mike DiMaggio
Technical Support Manager
Track Star International, Inc.
Charlotte TechOps: 8801 J.M. Keynes Dr, Suite 260, Charlotte, NC 28262
Calabash Admin: 9222 Beach Drive SW, Unit 5, Calabash, NC 28467

Tel: 1-800-661-3515 1-704-817-8823
Email: dimaggiom@trackstar.com
Website: www.trackstar.com

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This email and any attachments to it are intended for the named recipient only. If you have received this email in error, please notify the sender and delete the email and any attachments. Thank you.

From: Morgan DiMaggio
To: Jennifer Bryan
Subject: We oppose Arbor Walk RZ-2022-1527 DA-2022-1527
Date: Thursday, September 1, 2022 8:44:48 AM

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Please note the subject
Morgan DiMaggio
1521 Kingdom Way
Indian Land

From:	John Doee
To:	Jennifer Bryan; Rox Burhans; Dennis E. Marstall
Cc:	Sherrie Simpson; Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Opposition to Arbor Walk RZ-2022-1527 DA-2022-1527.
Date:	Thursday, September 1, 2022 4:48:41 PM

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To Whom it May Concern,

We, the community of South Legacy Park vehemently oppose Arbor Walk RZ-2022-1527 DA-2022-1527.

Vance Baker is an underdeveloped road making it (and the other connecting roads) dangerous to walk along even with the current traffic patterns. Increased traffic will remove the opportunity for families and children to utilize these roads as well as greatly increasing the traffic pattern on Shelley Mullis which it was not designed for.

Additionally, the proposed entrance utilizing the Lancaster County Water & Sewer easement cannot be altered without consent of the Legacy Park residents and I assure you, we do not consent.

Code of Laws - Title 58 - Chapter 1 - General Provisions

SECTION 1. Chapter 1, Title 58 of the 1976 Code is amended by adding:

"Section 58-1-70”

(A) Notwithstanding another provision of law, a public utility created or governed pursuant to the provisions of this title which holds an easement or right of way, regardless of the manner by which it was acquired, may use the easement or right of way only to accomplish the easement's or right of way's original intended purpose and to perform necessary inspections or maintenance directly related to that purpose.

(B) A public utility described in subsection (A) may not expand, adjust, or modify its use of an existing easement or right of way to conform to a future need unless the:

(1) property owner agrees in writing to the expanded, adjusted, or modified use; and

(2) expanded, adjusted, or modified use causes no unnecessary or irreparable harm to the property."

Again, to reiterate, we the residents of South Legacy Park, vehemently oppose Arbor Walk RZ-2022-1527 DA-2022-1527. We will be monitoring the decisions made and

by whom very carefully and will be voting accordingly.

Respectfully,

Tony Iannucci

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Fwd: Concerns regarding Arbor new development
Date: Thursday, September 1, 2022 9:02:33 AM

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—IT Helpdesk, support.lancastercountysc.net

Forwarded message from From: **Svetlana Ef** <svetlana.efremo@gmail.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Svetlana Ef** <svetlana.efremo@gmail.com>
Date: Tue, Jul 26, 2022 at 9:31 PM
Subject: Concerns regarding Arbor new development
To: legacypark@braesael.com <legacypark@braesael.com>

Dear Sir or Madame:
We are writing this letter to voice our concerns about the proposed development plan by Arbor Construction:
1. Additional traffic on both access streets: South Legacy Park Blvd, and Vance Baker Road
will be significantly increased, which is already extreme in peak periods.
2. Who is going to be responsible for the maintenance on those roads? They are already
patched due to existing heavy traffic.
3. The other concern is safety of our children, dog walkers and joggers due to increased traffic
on those roads.
4. Environmental impact of the construction. That being: noise, dirt and dust. That fine dust will go inside
the home, causing additional cleaning and home maintenance.
5. Our water pressure is already low to the point that it is very difficult to water the lawn and gardens.
Due to all these conditions, we are extremely against this development. As well as against including
those new homeowners into the Legacy Park HOA.

Sincerely,
Svetlana Efremova and Richard Thomas,
1795 Lillywood Lane,
Indian Land, SC 29707
email: svetlana.efremo@gmail.com

cell: 704-345-8715

Lancaster County

Planning Commission August 11, 2022

My name is John Evans and I am a resident of Xandra Court in the Legacy Park Sub-division and I have lived here for the past 15 years. I am writing to encourage you do deny the request for building 179 homes to be known as Arbor Walk.

Currently there are over 800 homes being built in our immediate area. Lennar is building 400 and KB Home is building another 400. Simply put, we do not have the road infrastructure to handle all the cars they will bring. Adding another 179 homes will lead to more congestion.

The main entrance for Arbor Walk will be Vance Baker Road. Vance Baker has a posted speed limit of 15 mph. The portion of Vance Baker to Wiregrass is used by Legacy Park residents as a place to walk or jog. Since it is a flat surface, it's common to see parents teach their children how to ride a bicycle. Having 358 cars using this will be a nightmare and cause accidents.

The access from Shelly Mullis to Vance Baker has a section of the road between Shelly Mullis and Goldwing which is extremely narrow and currently it's common to see one car pull off the shoulder to allow a car headed in the other direction to get by. Also, a portion of this road is in very poor shape with broken macadam and potholes. This is a significant risk for accidents with more vehicles.

Another factor to consider is the influx of school age children this will bring which will impact our schools. We currently have over-crowding and our new high school has 1,740 students this fall. There is talk that we need another school built. It's time that he Planning Commission as well as the Lancaster County Board coordinate with the School Board before approving more homes and apartments.

Over the years I have enjoyed watching nature in my back yard, the deer, squires, rabbits and the many species of birds. Their habitat will be completely disrupted. Where will they go? There is a stream that contains some fish species along with the toads and they too will be upended. I have seen Boy Scouts using this territory to explore nature and sadly that will end.

I implore you to deny the request for Arbor Walk and I plan on attending the hearing.

Respectfully,

John Evans

From: Justin Francis
To: Jennifer Bryan; Dad; Bridget Francis
Subject: Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527
Date: Tuesday, August 30, 2022 8:50:33 AM

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Jennifer,

We are writing to you regarding our concern about the proposed Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Given the underdevelopment of the existing roads and the influx of new housing developments in the surrounding area, the traffic patterns are becoming increasingly unsafe in the area. My wife and I are residents of Legacy Park I'd like to express my concerns about continuing with this rezoning proposal.

We understand that you are handling planning commission handling in reviewing this proposal so wanted to be on the record as a vote against this proposal.

Thank you for all you do,

Justin and Bridget Francis

2026 E Foxwood Ct

Indian Land SC, 29707

From: Gary Fuhrmann
To: Jennifer Bryan
Subject: Arbor Walk
Date: Thursday, August 25, 2022 4:20:54 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

Gary Fuhrmann

From: Angela Ghent
To: Jennifer Bryan
Subject: Arbor Walk
Date: Thursday, September 1, 2022 6:47:05 PM

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

Thanks for all that you do!
Angela Ghent

From:	Chris Gibbs
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development (Gibbs)
Date:	Monday, September 12, 2022 10:55:06 PM

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

Chris Gibbs
Legacy Park HOA Board of Directors
(704) 962-2019 - cell
chris.gibbs@mac.com

From: Eddie Gluck
To: Jennifer Bryan
Subject: Arbor Walk rezoning
Date: Friday, August 26, 2022 7:46:24 AM

The System couldn't recognize this email as this is the first time you received an email from this sender egluck73@yahoo.com

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

Thank you,

Eddie Gluck
egluck73@yahoo.com

From: Jennifer Gregory
To: Jennifer Bryan
Subject: Re: Arbor development
Date: Friday, September 2, 2022 12:14:56 AM
Attachments: LCLogo_c716c29e-f766-46c0-a18c-7d20f2fc6ebd.png

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Thank you! Biggest concern is having to share underdeveloped roads and the safety issues sharing these roads will pose to all individuals of our neighborhood! It can already be dangerous for those walking their dogs and children at play, etcetera. Seems unfair for a new neighborhood to be able to simply utilize our roads instead of making their own.

Sincerely,
Jennifer Gregory

On Thu, Sep 1, 2022 at 9:30 AM Jennifer Bryan <jbryan@lancastersc.net> wrote:

> Ms. Gregory;
>
> I have added a copy of your email to the project file for Arbor Walk. It will be attached to the staff report to Planning Commission presented at the public hearing for this agenda item.

Lancaster County
South Carolina
www.mylancastersc.org

Jennifer Bryan, *Admin. Assistant*
Planning

Lancaster County Government
P.O. Box 1809
Lancaster, SC 29720

P: (803) 285-6005 F: (877) 636-7963
jbryan@lancastersc.net

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From: Michelle Simonetti <hornerm80@gmail.com>
Sent: Thursday, September 1, 2022 9:00 AM
To: Jennifer Bryan <jbryan@lancastersc.net>
Subject: Fwd: Arbor development

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Forwarded message from From: **Jennifer Gregory** <jennygregory@gmail.com

Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------

From: **Jennifer Gregory** <jennygregory@gmail.com>
Date: Wed, Jul 27, 2022 at 11:07 PM
Subject: Arbor development
To: <legacypark@braesael.com>

Hello,

Writing to express myself and my families disapproval of the proposed new subdivision having access to our roads in LP. This is a safety concern for our children and everyone in our community. Let me know what I can do further to assist in stopping this.

Thanks,

Jennifer Gregory

2203 Minstrels Way

From: Sherrie Simpson
To: Jennifer Bryan
Subject: FW: Arbor Walk Developement
Date: Friday, September 9, 2022 9:01:11 AM
Attachments: LCLogo_62b25c5c-bf0a-40de-bbf8-a6a94abd7fa611.png

---

Jennifer:

Here is another Arbor Walk email.

Sherrie

Lancaster County
South Carolina
www.mylancastersc.org

Sherrie Simpson, *Clerk to Council*
County Council

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

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

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From: Rafael <rguzman312@gmail.com>
Sent: Tuesday, September 6, 2022 2:46 PM
To: Dennis E. Marstall <dmarstall@lancastersc.net>; Sherrie Simpson <SSimpson@lancastersc.net>
Cc: Terry Graham <TGraham@lancastersc.net>; cmcgriff@comporium.net; Billy Mosteller <BMosteller@lancastersc.net>; lhoney@comporium.net; Steve Harper <steveharper@lancastersc.net>; Allen Blackmon <ABlackmon@lancastersc.net>; Brian Carnes <briancarnes@lancastersc.net>
Subject: Arbor Walk Developement

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

Sent from my iPhone

From: Rebecca Guzman
To: Jennifer Bryan
Subject: Arbor Walk
Date: Wednesday, August 24, 2022 12:18:05 PM

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Hi Jennifer,

I would like to express my deep concerns about the Arbor Walk development.

1. I live on South Legacy Park Blvd close to the pump house where the new road would come through. We already have an issue with people speeding on this road, and this would make it significantly worse.
2. Vance Baker Road is not set up for additional traffic. It would need to be widened and repaved.
3. The property owners next to the pump house never agree to live on a corner at an intersection.

In summary, please vote against this rezoning and development agreement.

Thank you,
Rebecca Guzman
2945 S Legacy Park Blvd

--
Rebecca Hyatt Guzman
guzman.rebecca@gmail.com
843.727.5900 (mobile)

From: Miki Hajek
To: Jennifer Bryan
Subject: Arbor Walk Rezoning RZ-2022-1527
Date: Thursday, September 1, 2022 2:17:35 PM

The System couldn't recognize this email as this is the first time you received an email from this sender mikihajek555@gmail.com

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Good afternoon Ma Bryan -
I am a resident of Legacy Park neighborhood in Lancaster County. I am asking you to Vote Against the Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527. I believe This new development will adversely impact our neighborhood with increased traffic that our current roads will not be able to handle. Vance Baker and Goldwing roads are narrow and without shoulders that do not allow larger vehicles to travel safely. I have concerns also regarding the safety of our children who currently walk, play and ride bicycles on our streets. Please vote Against the rezoning.
I appreciate your time and consideration in this matter.
Sincerely
Maurine Hajek
3143 South Legacy Park

From:	Daryl Hammonds
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Tuesday, September 13, 2022 4:38:45 AM

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

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Fwd: Arbor development
Date: Thursday, September 1, 2022 9:16:00 AM

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Forwarded message from From: **Vickie Hill** <hilldvgolf@aol.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Vickie Hill** <hilldvgolf@aol.com>
Date: Thu, Jul 14, 2022 at 2:44 PM
Subject: Arbor development
To: <legacypark@braesael.com>

It is our understanding that Arbor is trying to get approval to put a road through an area of Legacy Park and adjoin S Legacy Park Rd.

As a longtime homeowner here in Legacy Park, we are VERY much against this proposal. Our community has enough traffic from our own residents. We purchased our home in this development partly due to the fact that there were no thruways and would therefore have limited traffic.

Please do not approve this request.

Vickie and Dave Hill
1694 Lillywood Lane
Fort Mill SC 29707

From: danielle hinson
To: Rox Burhans
Subject: 2991 Vance Baker Rezoning
Date: Friday, August 5, 2022 1:05:09 PM

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Hello, and happy Friday! I'm writing to express my frustration over the proposed addition to Vance Baker by Arbor Walk, LLC. I've lived in Legacy Park since 2004, and this addition will be a detriment to our neighborhood. There is already a great deal of traffic on Shelley Mullis, and the road conditions aren't great. Adding hundreds more vehicles daily will further erode surface conditions.

When we purchased property in early 2004, we were advised the land behind Lillywood Lane was within a flood plain and wouldn't be built on. Now, we're finding out that either isn't true or this developer is paying someone to not care that there's a natural reason not to build there.

Please don't allow this developer greed to negatively impact the peace and quiet I bought anc have enjoyed for almost 20 years.

Thank you!

Sent from my iPhone

From: Hilary Holloway
To: Jennifer Bryan
Subject: Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527
Date: Friday, September 2, 2022 8:16:31 AM

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Good Morning! I'd like to share my concern about the Arbor Walk rezoning proposal. I currently live in Legacy Park and have for the last 7 years. The proposed outlet onto South Legacy Park Blvd will cut through natural protected areas of the Tar Heel splitter as well as increase traffic onto a neighborhood road that was not built to handle additional traffic. There are 3 stop signs on Lilywood Deer Forest, and Shelly Mullis. The left turn onto Shelly Mullis from South Legacy Park Blvd is already difficult as it's a cut through from Marvin-waxhaw rd to 521 and I'm concerned about accidents and damage to the road. South Legacy Park Blvd also contains all of our neighborhood amenities and would be a financial and maintenance strain on our community to maintain. We are well aware of the overcrowding of our school system, destruction of trees and habitat for animals, and noise that comes with this proposal and swapping out land from the utility company for a road that will also impede on the surrounding houses will surely decrease the home values in our neighborhood. Please take this information and consider voting against Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527 for the sake of your existing residents of the county. Thank you for your time!--
Thank You,

Hilary Holloway
980-263-0340

From: S Holt
To: Jennifer Bryan
Subject: Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527
Date: Thursday, August 25, 2022 10:43:17 PM

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From: Harold Hooker <hhooker@carolina.rr.com>
Sent: Saturday, September 3, 2022 10:46 PM
To: Dennis E. Marstall <dmarstall@lancastersc.net>; Sherrie Simpson <SSimpson@lancastersc.net>
Cc: Terry Graham <TGraham@lancastersc.net>; cmcgriff@comporium.net; Billy Mosteller <BMosteller@lancastersc.net>; lhoney@comporium.net; Steve Harper <steveharper@lancastersc.net>; Allen Blackmon <ABlackmon@lancastersc.net>; Brian Carnes <briancarnes@lancastersc.net>
Subject: Arbor walk development

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

Thank you

From: Michelle Simonetti
To: Jennifer Bryan; Rox Burhans
Subject: Fwd: Legacy Park - Arbor Walk Update
Date: Thursday, September 1, 2022 8:28:17 AM

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Forwarded message from From: **Thea** <faywray2000@carolina.rr.com>
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Thea** <faywray2000@carolina.rr.com>
Date: Thu, Aug 25, 2022 at 8:35 PM
Subject: RE: Legacy Park - Arbor Walk Update
To: <board@legacyparkhoa.org>

Please vote NO on RZ 2022-1527 and NO on DA 2022-1527. Thank you Dorothea Jansen.

Sent from my T-Mobile 4G LTE Device

From: Tanya Pell Jones
To: Jennifer Bryan
Subject: Arbor Walk
Date: Thursday, August 25, 2022 3:12:20 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

These roads are already underdeveloped, narrowing even further down SLP than on the other side of Vance Baker. There are already two developments going in w/i a mile of the proposed Arbor Walk and this is just another drain on an already overtaxed infrastructure.

Please vote NO on Arbor Walk RZ and DA!

Tanya Jones
Indian Land, SC

From: djordan17@comporium.net
To: Jennifer Bryan
Cc: "Michelle Simonetti"
Subject: RE: Legacy Park - Arbor New Development Update
Date: Friday, September 2, 2022 10:03:43 PM
Attachments: image001.png

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Jennifer,

Please use the email dated Aug. 6, 2022 as input to the Planning Commission. We're not trying to over communicate to the Commission, just following up directly as suggested by our HOA. This development proposal is of great concern to our neighborhood's road safety.

Thank you for bringing this to my attention.
David

From: Jennifer Bryan <jbryan@lancastersc.net>
Sent: Thursday, September 1, 2022 9:03 AM
To: djordan17@comporium.net
Cc: Michelle Simonetti <hornerm80@gmail.com>
Subject: RE: Legacy Park - Arbor New Development Update

Mr. and Mrs. Jordan;
This email was forwarded to me by Michelle Simonetti. I have already recorded an email from you dated August 26, 2022. Do you wish this statement to replace that email for your statement to the Planning Commission?

Lancaster County
South Carolina
www.mylancastersc.org

Jennifer Bryan, *Admin. Assistant*
Planning

Lancaster County Government
P.O. Box 1809
Lancaster, SC 29720

P: (803) 285-6005 F: (877) 636-7963
jbryan@lancastersc.net

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From: <djordan17@comporium.net>
Date: Sat, Aug 6, 2022 at 10:04 AM
Subject: Legacy Park - Arbor New Development Update
To: <LegacyPark@braesael.com>
Cc: <djordan17@comporium.net>

TO: Braesael Management
FROM: David & Lynn Jordan

3033 S. Legacy Park Blvd.
Fort Mill, SC 29707
RE: Legacy Park - Arbor New Development Update

Gentlemen,

My wife and I were very concerned when we heard about another attempt by Arbor Construction to once again gain access, via S. Legacy Park Blvd. and Vance Baker Rd., to their proposed new housing development adjacent to Legacy Park. Their first efforts were unanimously rejected by the homeowners for many reasons, among which safety and road conditions are at the top of the list. Their development originally called for 225 new homesites, but the current layout arrangement appears to be for approximately only 175 new homesites. Multiply that number times 2, typically the minimum number of vehicles per household in Legacy Park, and you're looking at most likely 350 to 400 additional vehicles using these streets, twice a day. There are many children and adults that walk, often along with their dogs, ride bikes, skateboard and play on both S. Legacy Park Blvd. and Vance Baker Rd. each day, as well as Goldwing Ln. Sidewalks do not exist on most of Vance Baker Rd. nor on Goldwing Ln., and not even on all of S. Legacy Park Blvd. There are parts of Vance Baker Rd. that are not safe for two cars to pass in opposite directions unless they both slow down to 10 mph and pull to the outermost edges of the road; often even having to put tires off the paved road due to the size of many family and work vehicles today. Parts of Vance Baker Rd. are in bad disrepair already and we've heard there are no intentions of upgrading this road now, the near future, nor after the proposed construction for this development is finished.
I strongly suggest that any County Commission board members having input to, and/or making

decisions about this proposition by Arbor, take a few days to witness for themselves the existing activity already utilizing these roadways today, before rendering their decisions. I believe they will see how disruptive the development by this neighborhood's construction traffic, and later household traffic, will be to the safety of our existing neighborhood. We have too many people already who do not obey traffic guidelines, speed limits and stop signs. Adding another 350+ vehicles to this situation will only worsen our current situation.

Respectfully,
David & Lynn Jordan

From: djordan17@comporium.net
To: Jennifer Bryan
Cc: djordan17@comporium.net
Subject: Legacy Park vs Arbor Walk Development
Date: Friday, August 26, 2022 12:28:15 PM
Importance: High

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Hi Jennifer,

I imagine you're getting all kinds of emails and phone calls right now (sorry, but I hope you are) regarding the above subject. I would appreciate it if you would pass along my wife's and my concerns about this proposal to the commission. 179 new house will most likely mean up to 358 new vehicles utilizing S. Legacy Park Blvd., Vance Baker and Goldwing Rds. twice a day. If, as the DA states 281, then the numbers could possible double, as many houses will probably have children at home with additional cars. Our current roads are not in the condition nor safe to handle this type of growth. The development of this land-blocked area needs to be stopped until the laws can be reversed/changed to somehow allow access on to Marvin Waxhaw Rd. as was originally the intention for developing this area. Ultimately, the safety of all residents (whether driving, walking, bicycling, skateboarding, etc. and their property … human lives, not just housing) should be the No.1 concern of the County Commission, because that is what is being decided upon here.

PLEASE, vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Thank you for your time and efforts in this matter.

Sincerely,

David & Lynn Jordan

3033 S. Legacy Park Blvd.

Ft. Mill, SC 29707

704-953-2424

From: Keith Kaim
To: Jennifer Bryan
Subject: Arbor Walk Rezoning
Date: Thursday, August 25, 2022 4:09:26 PM

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Good Afternoon Jennifer,

I believe Arbor Walk will add excessive traffic on South Legacy Park Blvd and Vance Baker. Our kids play on these roads since there isn't a lot of traffic. Also a lot of people walk there dogs along Van Baker due to a large grassy area along it. There are no side walks along Vance Baker and I believe this will be a safety issue.

“Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

Thank You
Keith Kaim
3164 S Legacy Park Blvd.
Indian Land , S.C. 29707
803-209-2105

From: Michelle Simonetti
To: Jennifer Bryan
Cc: Rox Burhans
Subject: Fwd: Arbor Contruction
Date: Thursday, September 1, 2022 9:12:20 AM

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Forwarded message from From: **Laura Kaim** <ljkmzr@aol.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Laura Kaim** <ljkmzr@aol.com>
Date: Thu, Jul 14, 2022 at 9:15 PM
Subject: Arbor Contruction
To: legacypark@braesael.com <legacypark@braesael.com>

To whom it may concern,

I am a resident of Legacy Park in Indian Land and would like to take an opportunity to voice my concerns about the proposed construction of the new Arbor Walk located adjacent to Legacy Park.

To develop this new community, Arbor Walk, the developer requires 2 means of egress for traffic. They plan to use Vance Baker as their 1st entry point. The use of Vance Baker would increase traffic through our community but, in my opinion, not too terribly. However, the construction company is proposing a second traffic egress in the middle of our busy community. This egress would substantially increase the amount of traffic within Legacy Park. Our relatively quiet community would be affected horribly and reduce the value of our homes. The increase in traffic would bring more traffic noise.

Secondly, the significant increase in traffic would endanger the lives of the children who regularly play and ride their bikes in the community.

The development of this new community should not be at the expense of Legacy Park. Please protect Legacy Park and its citizens by doing everything in your power to discourage the construction of this new road through Legacy Park. I, along with the residents of this community, thank you for your anticipated help.

Sincerely,
Keith and Laura Kaim
3164 S. Legacy Park Blvd
Indian Land, SC 29707

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Fwd: Arbor Construction
Date: Thursday, September 1, 2022 9:10:42 AM

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Forwarded message from From: **Joe Kluesner** <joe.kluesner@gmail.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Joe K** <joe.kluesner@gmail.com>
Date: Fri, Jul 15, 2022 at 3:11 PM
Subject: Arbor Construction
To: <legacypark@braesael.com>

To Whom It May Concern,
As a member of Legacy Park I would like to express my concerns for the proposed Arbor walk neighborhood construction & especially related to the right of way on S Legacy Park at the Pump house.

Knowing how the traffic flows off Shelly Mullis - most Arbor residences will use Legacy Park‘s neighborhood main entrance S Legacy Park to access the neighborhood. This will increase the danger of the intersection as traffic increases into the neighborhood at an already busy intersection.

Additionally, the traffic that flows on Lake South Legacy Park is already high as it is and adding any additional traffic could make it more dangerous for kids and families who ride bikes and walk on or near the road.

Our family lives on the South side, but we often enjoy walking on the N Legacy Park, as many folks do, which is across the street, and this increased traffic will likely increase the dangers of crossing the road safely.

It would make more sense if there was an entry to the back side of the neighborhood to Henry Harris, as that is already being built up.

Kindly,
Joe Kluesner

From: Marilyn and Eric Kuehn
To: Jennifer Bryan
Subject: vote AGAINST Arbor Walk rezoning
Date: Thursday, August 25, 2022 2:57:33 PM

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Hello Jennifer,

As a resident of Indian Land, specifically in the Legacy Park neighborhood which will be highly affected by the rezone, I'm asking that you please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Thanks,
Marilyn Kuehn

From: Ashli Kurian
Subject: Concern regarding Arbor Walk
Date: Thursday, September 1, 2022 9:22:51 AM

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

Vance Baker is an underdeveloped road and the other connecting roads are dangerous to walk with the current traffic.

--
Ashli G. Kurian, PhD
Clinical Psychologist

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Fwd: Concerns with the Arbor Development
Date: Thursday, September 1, 2022 9:20:28 AM

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Forwarded message from From: **Ashli Kurian** <ashligkurian@gmail.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Ashli Kurian** <ashligkurian@gmail.com>
Date: Wed, Jul 13, 2022 at 12:03 PM
Subject: Concerns with the Arbor Development
To: <legacypark@braesael.com>

Hello,
My family and I recently moved into Legacy Park and have been enjoying the quiet and well-maintained community. I have concerns and am displeased to hear another neighborhood is planning to connect into ours which would likely increase traffic flow and reduce the safety of our community. I have 3 young children and we enjoy being able to walk, rollerblade, scooter, ride bikes on the roads and sidewalks including to the pool area without having to worry about too much car traffic. The other Legacy Park neighbors typically drive slowly and are watching for children. The proposal would add a LOT of additional cars passing through and likely passing through more quickly (regardless of speed limit signs) as they are trying to get past/through our neighborhood to their own. I don't understand why that neighborhood can't have its own entrance/exit onto a public road as is more standard for neighborhoods. Count me and my household against this.
Thank you,
The Kurians
2556 N Legacy Park Blvd, Fort Mill, SC 29707

--
Ashli G. Kurian, PhD
Clinical Psychologist

From: Michelle Simonetti
To: Jennifer Bryan
Cc: Dennis E. Marstall
Subject: Fwd: Arbor New Development
Date: Thursday, September 1, 2022 9:05:30 AM

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Forwarded message from From: **Deborah Kyle** <debkyle21@yahoo.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Deborah Kyle** <debkyle21@yahoo.com>
Date: Thu, Jul 21, 2022 at 4:56 PM
Subject: Fwd: Arbor New Development
To: <legacypark@braesael.com>

If I am looking at the plans correctly Arbor Construction plans to use South Legacy Park as entrance into this new development. This is why that should not be allowed:

1. Traffic from Shelly Mullis onto South Legacy Park is already quite heavy. Trying to enter South Legacy Park from W Arrow Lake Court is already extremely challenging, especially with cars turning onto S Legacy Park so fast.
2. Entering Shelley Mullis from South Legacy Park has also become very challenging due to heavy traffic and another subdivision using this entrance will increase that activity significantly.
3. Wear and tear on a road that our HOA dues are paying will increase our HOA cost. We should not be responsible for any wear and tear on this road.
4. Will construction traffic be driving through South Legacy Park….no, no, no…that cannot happen
5. Why can't Arbor Construction utilize Vance Baker which is a Lancaster highway. They probably want to utilize South Legacy Park so they do not have to cut a road from Vance Baker into their new subdivision, limiting the number of houses they can build.

If this does have to happen, Arbor Construction needs to put a traffic

circle at Shelly Mullis and South Legacy Park and any other intersection that traffic will increase off of South Legacy Park. It also needs to be declared that their subdivision will be responsible for repair and maintenance of South Legacy Park.

Thank you,

Deborah Kyle
1122 West Arrow Lake Court

From: Deborah Kyle
To: Jennifer Bryan
Subject: Arbor walk
Date: Thursday, September 1, 2022 9:02:33 AM

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

Sent from my iPhone

From: Julie Lago
To: Jennifer Bryan
Subject: AGAINST Arbor Walk rezoning RZ-2022-1527
Date: Monday, August 29, 2022 6:26:46 AM

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Hello -
Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527!!

Thank you Jennifer.

Julie Lago
3538 Yorkshire Ct, Indian Land, SC 29707

From: Michelle Simonetti
To: Jennifer Bryan
Cc: Rox Burhans; Dennis E. Marstall
Subject: Fwd: Legacy Park - Arbor New Development Update
Date: Thursday, September 1, 2022 9:23:32 AM

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Forwarded message from From: **JUDY LAING** <jlaing143@aol.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **JUDY LAING** <jlaing143@aol.com>
Date: Wed, Jul 13, 2022 at 11:27 AM
Subject: Re: Legacy Park - Arbor New Development Update
To: <board@legacyparkhoa.org>

My main concern is the increase to traffic ANY new homes will create that will use Shelly Mullis.
Shelly Mullis has become a DANGEROUS road to access from North & South Legacy and will only get worse when these homes are added.
Cars speed by at dangerous high speeds whipping around the bend! This doesn't give us enough time to safely enter Or cross Shelly Mullis; and this is in a vehicle!
Please note:
North Legacy residents can no longer walk safely to cross Shelly Mullis to access the amenities: pool, rec center, park, etc. At the very least, there needs to be stop signs and speed bumps on Shelly Mullis before something horrible happens.
Also, when these homes add to the jam up at Shelly Mullis & 521 it will be impossible to get kids to school or get to work in a reasonable time.
It will also be impossible to turn left onto Waxhaw Marvin at the end of Henry Nesbit.
During busy times, one lane without a traffic light getting off of Henry Nesbit will be impossible. As is one lane, with a light, at the intersection of Shelly Mullis and 521. These intersections at both ends need to be repaired and more lanes added, and a light added at Henry Nesbit.
We're also at our exploding point to the number of homes being added. This will not only affect the roads and safety, it will also create more overcrowding in schools, etc.
Who is in charge of over-approving all of these projects?
Sorry, I went off on a tangent :)
Please provide my initial request in the first paragraph.
Thank you for listening,
Judy Laing

On a side note:
Why hasn't Shelly Mullis been repaved? The road is horrible. The patches don't work.

From: Scott Lesiak
To: Jennifer Bryan
Subject: RZ-2022-1527
Date: Friday, August 19, 2022 3:36:04 PM

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Hello,

We just spoke on the phone. As per your suggestion I am writing to express my concerns regarding traffic safety and congestion on small local roads around Vance Baker and Legacy Park in relation to the proposed new neighborhood at the end of Vance Baker Rd in Indian Land. These roads are already heavily traveled and in some cases narrow and in disrepair. I can only imagine the chaos with an additional 100-200 cars traveling them twice per day. At the very least I think the number of homes built there should be limited and a traffic study should be done to determine the impact. I also think the builders should be responsible for the road construction/ improvement costs should they get the approval to move forward on the development. As I'm sure you are aware, there are only 3 ways out of Travis Acres and Legacy Park. All of which drain out onto Shelly Mullis.

Thank You for your consideration.

Scott Lesiak

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sklstudio@comporium.net

From: Shana E
To: Jennifer Bryan
Subject: AGAINST RZ/DA 2022-1527
Date: Monday, September 12, 2022 9:44:22 AM

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Please vote AGAINST Arbor
Walk rezoning RZ-2022-1527 and development
agreement DA-2022-1527.

Shana Marshburn

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Fwd: Arbor Development
Date: Thursday, September 1, 2022 8:56:20 AM

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Forwarded message from From: **Leslie McCorkle** <leslie.lphoa@gmail.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Leslie McCorkle** <leslie.lphoa@gmail.com>
Date: Mon, Aug 1, 2022 at 12:27 PM
Subject: Arbor Development
To: Braesael Mangaement Company <LegacyPark@braesael.com>

I live at 3030 S. Legacy Park Blvd and my house backs up to the property to be developed by Arbor Construction. I lived here when Keith Bell, the developer of LP, started to clear the land behind my house for a development that never was completed. So this comes as no surprise to me...I've had the peace and quiet behind me since 2007.

What does concern me is the construction traffic during development. My house is between the two points of ingress and egress. The sidewalk in front of my house is heavily used by pedestrian traffic...kids riding bikes, people walking pets and kids, and folks getting exercise, etc.

Another concern: Will the heavy construction vehicles be parked on your development or will they be grinding through the neighborhood early every morning and each evening. I certainly hope it's not the latter

Leslie McCorkle

From: Alisha McGinn
To: Jennifer Bryan
Subject: Legacy Park resident against Arbor Walk rezoning
Date: Tuesday, August 30, 2022 1:13:30 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Sent from my iPhone

From: James McGinn
To: Jennifer Bryan
Subject: Arbor Walk
Date: Friday, August 26, 2022 9:36:19 AM

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Good morning,

Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

James McGinn

From: Jean McMullen
To: Jennifer Bryan
Subject: Rz-2022-1527 DA-2022-1527
Date: Tuesday, August 30, 2022 1:35:54 PM

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Please vote against Arbor Walk rezoning and development agreement.

The infrastructure of Shelley Mullis, Vance Baker, South legacy park blvd, and Henry will Harris can not support the additional burden of this development.

Thank you for considering our input
Scott and Jean McMullen
2020 E Foxwood Court

From: Beth Mitchell
To: Jennifer Bryan
Subject: We oppose Arbor Walk RZ-2022-1527 DA-2022-1527
Date: Thursday, September 1, 2022 1:30:50 PM

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My name is Darby Mitchell and I live at 2930 S Legacy Park Blvd. I am reaching out in opposition of the Arbor Walk development. I highly encourage the Lancaster County Planning Commission to reconsider Arbor Walk as the developer has not shown sufficient details regarding how they will remedy traffic, especially on Vance Baker. Please note: both community entrances will be placed within 100 meters on S Legacy Park Blvd. Vance Baker was never designed for this level of traffic and neither was S Legacy Park Blvd. I respect the revenue this will bring to the county, but please consider the strategic long term impact this will have on an already stressed road system, especially considering neighboring developments. Only you have the ability to assure these decisions are made with the long term vision for Lancaster County. Future proofing this area now will prevent worlds of pain later.

From: Cindy Montgomery
To: Jennifer Bryan
Subject: Arbor Walk
Date: Monday, August 29, 2022 9:36:25 AM

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"Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

Cindy Montgomery

1480 Deer Forest Dr.

Indian Land, SC 29707

Sent from Mail for Windows

From: BENNY MONTGOMERY
To: Jennifer Bryan
Subject: Re: Legacy Park - Arbor Walk Update
Date: Saturday, August 27, 2022 4:53:47 PM

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> Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

Benny Montgomery
benny_montgomery@msn.com
Cell: (803-833-6636)
1480 Deer Forest Dr.
Indian Land, SC 29707

From: BENNY MONTGOMERY <benny_montgomery@msn.com>
Sent: Saturday, August 27, 2022 4:50 PM
To: Jbryan@lancaster.net <Jbryan@lancaster.net>
Subject: Re: Legacy Park - Arbor Walk Update

> “Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

Benny Montgomery
benny_montgomery@msn.com
Cell: (803-833-6636)
1480 Deer Forest Dr.
Indian Land, SC 29707

From: Cindy Montgomery <cmonty54@hotmail.com>
Sent: Saturday, August 27, 2022 9:09 AM
To: BENNY MONTGOMERY <benny_montgomery@msn.com>

Subject: Fwd: Legacy Park - Arbor Walk Update

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From: Legacy Park <board@legacyparkhoa.org>
Sent: Thursday, August 25, 2022 2:53:21 PM
To: cmonty54@hotmail.com <cmonty54@hotmail.com>
Subject: Legacy Park - Arbor Walk Update

Good morning neighbors,

Thank you to those who emailed the Board disapproving of the Arbor Walk development. These emails will be delivered to the Planning Commission and County Council the week prior to the meeting. The commission has continued to recommend deferment to the developer, for the reason of not having the proper documentation to have a chance at getting approval. If developers continue to not provide details needed, they will be asked to withdraw the application. **The next meeting is currently set for Sept 20th at County Chambers.**

Important details:
- Planning Commission only provides recommendation and both Developer Agreement and Rezoning will still go to Council for three readings. Our opportunity to stop this will be the first reading at Council meeting, we need calls/comments/in person attendance at this meeting.
- Keep in mind that our best argument is that the existing roads are underdeveloped.
- Surroundings communities are not aware of this so we need to spread the word. **Please reply if you are interested** in being more involved, including contacting households this side of Shelley Mullis.

The next step for citizens is to contact the planning commission; know that a phone call is counted the same as an email.
Contact Planning Commission administrator, Jennifer – Jbryan@LancasterSC.net (803) 285-6005 before 9/12,
Simply say or write: “Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527."

From:	Cynthia Nickerson
To:	Jennifer Bryan
Cc:	Cynthia Nickerson; Matt N
Subject:	Arbor Walk Rezoning
Date:	Wednesday, August 31, 2022 11:30:32 AM

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PLEASE vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

Nickerson
1625 Eagle Lake Drive
(803) 429.8414

From: mywariaci@yahoo.com
To: Jennifer Bryan
Subject: Arbor Walk
Date: Thursday, August 25, 2022 4:26:48 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527. Our roads and schools are not ready for more houses and more people in our neighborhood.

Concern long term resident of Legacy Park

Sylwia Piotrowski
732-558-1905

Sent from my iPhone

From: James Priest
To: Jennifer Bryan
Subject: Arbor walk
Date: Thursday, August 25, 2022 4:22:21 PM

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I’m against arbor walk rezoningRZ-2022-1527 and development agreement DA-2022-1527

Sent from my iPhone

From: Kelly Remus
To: Jennifer Bryan
Subject: Arbor walk development
Date: Friday, August 26, 2022 6:40:17 AM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.
Sincerely,
Kelly Remus
Legacy Park Resident

From: Robert Reynolds
To: Jennifer Bryan
Subject: Opposed - DZ/RA-2022-1527
Date: Wednesday, August 24, 2022 2:43:50 PM

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I am a resident of Lancaster County and live in Legacy Park on Lillywood Lane.

Please let it be known and recorded as such... I am opposed to the case #RZ/DA-2022-1527 due to the negative impact on safety that it will have on myself, my neighbors, and the entire south side of the Legacy Park neighborhood.

Thank you,
Robert Reynolds
Ph. 704-904-6750

From: Sharon Romano
To: Jennifer Bryan
Subject: Arbor Walk Rezoning
Date: Thursday, August 25, 2022 3:18:16 PM

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Good afternoon Jennifer,

We are residents of Legacy Park in Indian Land.

Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

This is a terrible idea and not at all well planned. We are choking on traffic outside our development already, and this is one more disaster we don't need to now come INSIDE our development.

Thank you,
Sharon Romano

From: Justin Rutledge
To: Jennifer Bryan
Subject: Arbor Walk Rezoning
Date: Thursday, August 25, 2022 3:35:32 PM

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Hi Jennifer

I hope this email finds you well. Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Have a nice day,

Justin

From: Pam Ryan
To: Jennifer Bryan
Subject: Arbor Walk Rezoning RZ-2022-1527
Date: Friday, August 26, 2022 1:52:56 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Thanks,
Pam Ryan
1513 Juniper Hills Lane
Indian Land, SC 29707

From: John Sadak
To: Jennifer Bryan
Subject: Please vote AGAINST Arbor Walk rezoning RZ-2022-1527!!
Date: Thursday, August 25, 2022 3:14:06 PM

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Good afternoon Ms. Bryan.

I am writing as a concerned resident of Legacy Park and the surrounding area. I'm sure that you are aware of the tremendous traffic congestion on Shelly Mullis road. North Carolina drives use this road to cut across and there is a new subdivision already underway at the SW corner of ShellyMullis and Henry Harris roads. People in the surrounding area are very concerned that the proposed changes will lead to unbearable traffic congestion and more importantly, the safety of everyone who uses Shelly Mullis.

Please vote Against Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Thank you very much for your consideration,
John Sadak

From: Michelle Simonetti
To: Jennifer Bryan
Cc: Dennis E. Marstall; Rox Burhans
Subject: Fwd: Proposed Arbor Walk development
Date: Thursday, September 1, 2022 8:39:34 AM

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Forwarded message from From: **Rosalind Santini** <ros.santini@icloud.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Rosalind Santini** <ros.santini@icloud.com>
Date: Tue, Aug 9, 2022 at 1:21 PM
Subject: Proposed Arbor Walk development
To: <legacypark@braesael.com>

Dear Braesael Management:

My Husband and I are opposed to the new project plan submitted by the developer, Jeff Jernigan, for Arbor Walk. The plan to increase the density of housing and cut through to South Legacy Park blvd is going to create a dangerous traffic pattern at the entrance to Legacy Park. It is also going to increase the traffic on Vance Baker road which is not a 2 lane road. There are no sidewalks on Vance Baker and it is already difficult for pedestrians and cyclists to navigate this road safely.

I am also personally opposed to any development near the creek at the bottom of this property. The run off from construction will destroy the plant and wildlife including the endangered Carolina Heel splitters. This developer knows Legacy Park opposes his plan and he is trying to force us into some sort of compromise. We can not allow him to risk our safety for his profit.

Sincerely,

Rosalind and Reno Santini

From: Michelle Simonetti
To: Jennifer Bryan; Rox Burhans; Dennis E. Marstall
Subject: Fwd: Email correction and New Arbor Development
Date: Thursday, September 1, 2022 8:32:50 AM

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—IT Helpdesk, support.lancastercountysc.net

Forwarded message from From: **Mark Scheiring** <markscheiring@yahoo.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Mark Scheiring** <markscheiring@yahoo.com>
Date: Wed, Aug 24, 2022 at 10:59 AM
Subject: Email correction and New Arbor Development
To: <legacypark@braesael.com>
Cc: Claudia Scheiring <cscheiri@hotmail.com>

We are deeply concerned and strongly reject the request for a new right of way through the pump house area on South Legacy Park Boulevard. This subdivision was not designed to handle additional traffic and congestion.

The residents strongly rejected adding this new housing development to the Legacy Park family at a meeting presented by Arbor and the HOA. Nothing has changed except Arbor is trying to circumvent the desires of our residents by going to the county hoping that they will accommodate the financial interests of Arbor rather than the wishes of our community.

Please do not accept the zoning change requested by Arbor and satisfy the wishes of your voting citizens by rejecting the requests by Arbor to any road in or through Legacy Park.

Also please add my new email address to your system:
markscheiring@yahoo.com

Mark and Claudia Scheiring
6133 Vinecrest Drive in Legacy Park
Residents since 2006

Sent from my iPad

From: Adam and Jeni Schlosser
To: Jennifer Bryan
Subject: Please vote against Arbor Walk rezoning and development agreement
Date: Wednesday, August 24, 2022 10:01:10 AM

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Dear Jennifer,
Please vote against Arbor Walk rezoning and development. As a resident of Legacy Park, the roads in and around Legacy Park, including but not limited to South Legacy Park Blvd, Vance Baker. Goldwing Lane and Shelley Mullis, cannot handle the addition traffic created by this proposed new neighborhood. Specifically, the roads in and around Legacy park are narrow and crowded as is and it's becoming dangerous to walk there. With the increase in food delivery services, we have out-of-state delivery drivers flying up and down these roads and if we add another large community that is totally dependent on driving through Legacy Park and using the Legacy Park roads someone will get hurt.

To have a neighborhood that is tucked into another neighborhood and has no egress of its own onto a larger, more main road is a terrible idea.

Please vote against:

RZ-2022-1527 and DA-2022-1527

Thank you,

R. Adam Schlosser

From:	Adam Schlosser
To:	Jennifer Bryan; Rox Burhans; Dennis E. Marstall; Sherrie Simpson; Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	We oppose Arbor Walk RZ-2022-1527 DA-2022-1527
Date:	Thursday, September 1, 2022 9:07:16 AM

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As a resident of Legacy Park, I am appalled at the idea of another neighborhood being tucked into my neighborhood. If approved and built, the new residents have no choice but to go through our neighborhood. It's an awful plan. Our streets and the streets surrounding Legacy Park cannot handle this additional traffic. Vance Baker, Goldwing specifically are too narrow and busy as is. We as residents of Legacy Park are running out of safe places to walk our kids and pets. This new neighborhood would only make things worse.

Please oppose RZ-2022-1527 and DA-2022-1527. I thank you in advance.

Jenifer Schlosser

July 13, 2022

To whom it may concern:

As a member of the Legacy Park HOA and neighborhood, I can't strongly enough contest the proposed development on the outskirts of the South Legacy Park neighborhood. The proposed plan by Arbor Construction to change the zoning is an attempt to bypass the citizens of Legacy Parks views as we, as a community, resoundingly were against their initial plan.

The new plan does not change a single concern raised in the original plan. By adding this large volume of homes, the traffic in our neighborhood and on the surrounding roads would increase congestion and make mobility in and around the area more difficult. Vance Baker in particular cannot handle this large influx of vehicles. We as residence walk these as well as South Legacy and Goldwing regularly. At times, the roads are borderline not safe to walk. By adding a large volume of traffic, which WILL happen with a large community going in there, the roads will deteriorate and crumble. As worrisome as that is, the safety of the Legacy Park community is at greater risk. Hundreds of more vehicles going up and down these old county roads will do nothing but create havoc and eventually someone will get hurt or worse. A medium density community with no access to main roads is just a plain bad, unsafe and unwise idea.

On a side note, with all of these new developments going in, we are losing the "country" feel we all love so much about living in Indian Land. We don't want to live in Charlotte or Pineville or Ballantyne. What makes Indian Land so great is the abundance of nature around us. With this new development, we will lose that as well as have a negative impact on the local flora and fauna.

Thank you for your time and attention.

R. Adam Schlosser

3083 South Legacy Park Blvd.

From: Sarah Bardon
To: Jennifer Bryan
Subject: Arbor Walk development
Date: Thursday, September 1, 2022 8:36:59 AM

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Good morning,

My family resides in Legacy Park off of Vance Baker drive and we oppose Arbor Walk RZ-2022-1527
DA-2022-1527"

Thank you

Sarah Schmitt
Sent from Yahoo Mail on Android

From: Kelly Segovia
Subject: We oppose Arbor Walk RZ-2022-1527 DA-2022-1527
Date: Sunday, September 4, 2022 4:33:12 PM

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

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Hello,

I am sending this email in regards to Arbor Walk RZ-2022-1527. My family lives in a neighboring community and is opposed to this new development. The traffic and infrastructure in the Shelley Mullis area can not take any more homes. With the Wilson Acres going in and other developments planned for the corner of 521/Shelley Mullis we will struggle to get up and down the road without major traffic on the two-lane road. I am also extremely concerned about our school infrastructure nearing a max capacity, what does this mean for the educators and our students? What about police and fire service in the area that is already stretched thin? There is absolutely no good that will come from adding to the population in this area.
Please do not approve this!!!!

Kelly & Marco Segovia
10116 Highland Creek Circle

From: Michelle Simonetti
To: Jennifer Bryan
Subject: Re: Arbor Walk RZ/DA
Date: Tuesday, August 16, 2022 11:38:00 AM
Attachments: image001.png
LCLogo_c716c29e-f766-46c0-a18c-7d20f2fc6ebd.png

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Please see the attached image for perspective. The blue outline is Legacy Park with a more accurate Star location. The red lines are the current roads available to the only outlet point of Shelley Mullis. Cedar Lane no longer exists and was renamed Goldwing Rd after a construction vehicle headed towards the site in discussion destroyed the road. The vehicle experienced the concerns of this road after hitting the speed bump at the bottom of that hill, which was not visible due to the grade, then crashed into the pavement.
This road needs to be examined as it is a shortcut that Arbor Walk would use if approved. This is as underdeveloped as Vance Baker Rd but additionally has a steep hill that prevents drivers from either direction seeing oncoming traffic, and worse, walking families. Both Goldwing and Vance Baker do not allow safe space for two vehicles nor one vehicle with pedestrians.

Intersections at Shelley Mullis for Legacy Park Blvd, Goldwing, and Vance Baker are dangerous with the current increased traffic. Please ensure these are considered when evaluating an increase to the current density.

On Tue, Aug 16, 2022 at 10:29 AM Jennifer Bryan <jbryan@lancastersc.net> wrote:

Lancaster County
South Carolina
www.mylancastersc.org

Jennifer Bryan, *Admin. Assistant*
Planning

Lancaster County Government
P.O. Box 1809
Lancaster, SC 29720

P: (803) 285-6005 F: (877) 636-7963
jbryan@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: Michelle Simonetti <hornerm80@gmail.com>



Lancaste
Cou
South Carolina

Proposa

Request to rezo
LDR to MI

Dangerous Intersections

Legend:

Subject Prope

Legacy Park

The Indigo Apartments

Shelley Woo

From:	MICHAEL SIMPSON
To:	Rox Burhans; Dennis E. Marstall; Sherrie Simpson; Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes; Jennifer Bryan
Cc:	Michelle Simonetti; MICHAEL SIMPSON
Subject:	We oppose Arbor Walk RZ-2022-1527 DA-2022-1527
Date:	Thursday, September 1, 2022 3:11:39 PM

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Everyone I spoke to is worried about traffic, the safety of children and people walking or bike riding. Goldwing and Vance Baker are too narrow, with no sidewalks to support all that new traffic. There would be an unsustainable increase in car, school bus, garbage trucks and delivery trucks that those roads just can't handle safely.

Thank you,
Michael and Lorraine Simpson

Sent from my iPad

Legacy Park HOA
PO Box 2981
Matthews, NC 28106

Re: Proposed Arbor Construction New Development Plan

To Whom it May Concern,

We are writing this letter to voice our concerns about the proposed development plan by Arbor Construction.

We are against the new development plan for the following reasons:

1. Additional traffic on South Legacy Park Blvd and Vance Baker Road will be significantly increased which is already high during work and school commuting times.
2. Vance Baker has no sidewalks and is very narrow. This will be dangerous for the pedestrians and children who have enjoyed safely running, walking dogs and riding bikes in the neighborhood.
3. Also, the cost of maintaining the roads will increase with increased traffic consisting of cars, buses, moving trucks, delivery trucks, garbage trucks, etc.
4. Environmental impact of the construction including noise, dirt, and dust. The fine dust gets into the air and the homes of the people who live here creating health concerns.

The new Development will only negatively impact the quality of life for the Legacy Park residents. It will increase traffic accidents, costs of road maintenance, noise levels. It will increase HOA fees.

Due to the above listed reasons and reasons we can't possibly foresee until it's too late, we are extremely against this development.

Sincerely,

Michael and Lorraine Simpson
3426 Xandra Court

From: Andrew Smith
To: Jennifer Bryan
Subject: We oppose Arbor Walk RZ-2022-1527 DA-2022-1527
Date: Thursday, September 1, 2022 9:09:19 AM

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Jennifer,

My name is Andrew Smith and I live on 2930 S Legacy Park Blvd. I am reaching out in opposition of the Arbor Walk development.

I highly encourage the Lancaster County Planning Commission to reconsider Arbor Walk as the developer **has not shown sufficient details** regarding how they will remedy traffic, especially on Vance Baker.

Please note: **both** community entrances will be placed **within 100 meters** on **S Legacy Park Blvd**. Vance Baker was never designed for this level of traffic and neither was S Legacy Park Blvd.

I respect the revenue this will bring to the county, but please consider the strategic **long term impact** this will have on an **already stressed road system**, especially considering neighboring developments.

Only **you** have the ability to assure these decisions are made with the long term vision for Lancaster County. Future proofing this area now will prevent worlds of pain later.

Andrew Smith

2930 S Legacy Park Blvd
Indian Land, SC 29707

From:	andrea sorce
To:	Dennis E. Marstall; Sherrie Simpson; Jennifer Bryan; Rox Burhans
Cc:	Terry Graham; cmcgriff@comporium.net; Billy Mosteller; lhoney@comporium.net; Steve Harper; Allen Blackmon; Brian Carnes
Subject:	Arbor Walk Development
Date:	Thursday, September 8, 2022 9:53:56 PM

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

Sent from my iPhone

From: Michelle Simonetti
To: Jennifer Bryan
Cc: Dennis E. Marstall
Subject: Fwd: Regarding: Proposed Arbor Construction
Date: Thursday, September 1, 2022 8:51:17 AM

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Forwarded message from From: **Magdalene Stephens** <mms29715@yahoo.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Magdalene Stephens** <mms29715@yahoo.com>
Date: Tue, Aug 2, 2022 at 1:17 PM
Subject: Regarding: Proposed Arbor Construction
To: <legacypark@braesael.com>

Legacy Park HOA
PO Box 2981
Matthews, NC

To Whom it May Concerns:

This is to voice our concerns about the Arbor Development.

1) The added traffic on both access roads (S. Legacy Park Blvd. & Vance Baker Rd.) which will increase while already being extremely heavy.

2) Who is going to be responsible for the maintenance of those previously mentioned roads which are already degrading and being patched.

3) The safety concern for children, dog-walkers and joggers on those same roads.

4) The environmental impact of the construction: noise, dirt and dust which will filter into homes also, the impact from all the construction trucks as well.

5) Public services are already overloaded with all the building in the general area, which makes it difficult to support homes already here.

6) Then there is the impact on the Carolina Heal Splitter which is protected and in nearby streams.

Due to these concerns we are strongly opposed to this development.

As well as these new homes being brought into Legacy Park's HOA and raising fees and straining amenities.

Sincerely,

Magdalene Woodard
Magdalene Stephens
1615 Eagle Lake Drive
Indian Land, SC 29707

From: Linda
To: Jennifer Bryan
Subject: " We oppose Arbor Walk RZ-2022-1527 DA-2002-1527"
Date: Thursday, September 1, 2022 10:27:37 AM

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We are very much against this sub division. We live in Legacy Park and there is to much traffic as it is with out having this sub division adding to the traffic here. Please do not let this sub division through Legacy Park. Mr. and Mrs. Joseph Sweeney
Sent from Mail for Windows

From: Kelly T
To: Jennifer Bryan; Rox Burhans; Dennis E. Marstall
Subject: Arbor Walk
Date: Thursday, September 1, 2022 10:28:48 AM

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

Vance Baker is an underdeveloped road and the other connecting roads are dangerous to walk with the current traffic. Please do not approve this additional safety hazard.

Thank you,
Kelly Thiede
and the Thiede family
3043 Orion Drive
Indian Land, SC 29707
klthiede@gmail.com
803-431-7932

From: Michelle Simonetti
To: Jennifer Bryan; Rox Burhans
Subject: Fwd: Arbor construction
Date: Thursday, September 1, 2022 8:59:05 AM

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Forwarded message from From: **Natasha Thomas** <ndanithomas@gmail.com
Please add to citizens AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

---------- Forwarded message ---------
From: **Natasha Thomas** <ndanithomas@gmail.com>
Date: Wed, Jul 13, 2022 at 9:53 AM
Subject: Arbor construction
To: <legacypark@braesael.com>

I live on South Legacy Park and have several children. Personally this street can not be used as the only outlet for a new neighborhood. The roads they are wanting feed in and out of are not even full and complete roads. This would be too much traffic and it will take away from the green space for our animals as the outlet will also destroy the dog area on this side of the neighborhood. If they want a neighborhood we cannot be the source for exiting and entering there must be another option on the other side. Henry Harris needs to be their outlet not two outlets feeding from South Legacy Park basically.

This would also put our children in more danger who play on these roads and walk down these side walks. Vance Baker is not even wide enough for two cars to drive beside each other all of the way down. The roads are already in questionable condition and this will not make them better. This is common sense. My home at the corner will see a significant amount of traffic increase.

Natasha Thomas

From: Anna Veres
To: Jennifer Bryan
Subject: Arbor Walk rezoning
Date: Tuesday, August 30, 2022 1:58:42 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527

Thank you,

Anna Veres

From: Deborah Wasylchak
To: Jennifer Bryan
Subject: Arbor Walk rezoning and development agreement
Date: Wednesday, September 7, 2022 12:45:37 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Thank you.

Lyle and Deborah Wasylchak

From: dave welles
To: Jennifer Bryan
Subject: rezoning RZ-2022-1527 and development agreement DA-2022-1527
Date: Thursday, August 25, 2022 5:46:12 PM

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Jennifer,

Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527. The roads in and around our community are under developed and cannot support this.

Thanks,

David Welles

From: Jason White
To: Dennis E. Marstall; Rox Burhans; Jennifer Bryan
Subject: Stop Development
Date: Thursday, September 1, 2022 11:05:20 AM

The System couldn't recognize this email as this is the first time you received an email from this sender mr.jason.white@outlook.com

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We oppose Arbor Walk RZ-2022-1527

DA-2022-1527

Sent from Mail for Windows

From: Beatrice Yao
To: Jennifer Bryan
Subject: Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527
Date: Thursday, August 25, 2022 3:45:54 PM

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Please vote AGAINST Arbor Walk rezoning RZ-2022-1527 and development agreement DA-2022-1527.

Agenda Item Summary

Ordinance # / Resolution #: DA-2022-1527 Arbor Walk, LLC
Contact Person / Sponsor: R. Burhans
Department: Planning
Date Requested to be on Agenda: 9/20/2022

Issue for Consideration:
Please refer to the Rezoning Staff Report (RZ2022-1527) for a summary of the case.

Points to Consider:
Please refer to the Rezoning Staff Report (RZ2022-1527) for a summary of the case.

Recommendation:
Staff recommends approval of the proposed Development Agreement once a funded improvement plan is developed to widen and otherwise improve Vance Baker Road.

ATTACHMENTS:

Description	Upload Date	Type
Draft Development Agreement	8/31/2022	Exhibit

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

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

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

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 112.49 acres, more or less, located in the County and known as the Arbor Walk development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has applied to rezone to the Property, presently zoned as LDR, Low Density Residential District, to MDR, Medium Density Residential District;

WHEREAS, Developer intends to submit an application to the County requesting that the Property be developed under the Cluster Subdivision Overlay District provisions for the Medium Density Residential (MDR) District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means _____, 2022.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 , updated and amended on July 20, 2020, and further updated by adoption of the Southern Panhandle Small Area plan by Ordinance 2021-1704 on February 8, 2021 and by adoption of the Small Area Plan Extension by Ordinance 2021-1758 on September 13, 2021.

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

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

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

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

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

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

(10) "Ordinance No. 2022-_____" means Ordinance No. 2022-_____ of the County, zoning the Property Medium Density Residential (MDR) District, a copy of which is attached hereto as Exhibit H.

(10) "Ordinance No. 2022-_____" means Ordinance No. 2022-_____ of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-1.

(11) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to one parcel of land identified as Tax Map No., 0009-00-015.00, and this parcel is reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The Property are currently zoned Low Density Residential (LDR) District and is anticipated to be rezoned Medium Density Residential (MDR) pursuant to Ordinance No. 2022-_____.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date, unless otherwise modified by this Agreement. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property is set forth in Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held responsible for the acts of any other party. This Agreement is not intended to create, and does not create, a relationship whereby any one of the parties may be rendered liable in any manner for the

debts or obligations of any other party, to any person or entity whatsoever, whether the debt or obligation arises under this Agreement or outside of this Agreement.

Section 1.09. Benefits and Burdens.

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

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

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

Section 1.10. Term. The term of this Agreement commences on the Agreement Date and terminates ten (10) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

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

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately One Hundred Twelve and 49/100 acres (112.49).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

(C) Developer agrees to comply with any county-wide storm water regulations, building, housing, electrical, plumbing, fire, 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, fire, and gas code adopted by County Council.

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Payment for School District. On September 13, 2021, the County adopted Ordinance No 2021-1761 establishing development impact fees for public school facilities ("School Impact Fees"), which impact fees were implemented as of January 1, 2022 and shall apply to the Property. County and Developer agree that no additional school funds are required pursuant to this Agreement because the School Impact Fees already address the impact that the development of the property will have on the public school facilities.

Section 4.01C. Funds for Public Safety. On July 21, 2021, the County adopted Ordinances establishing development impact fees for facility improvements for Fire (Ordinance No 2021-1722), Emergency Medical Services (Ordinance No 2021-1723), Sheriff (Ordinance No 2021-1724) and Parks and Recreation (Ordinance No 2021-1725) (collectively, the "County Public Safety Impact Fees"), which impact fees were implemented as of October 1, 2021 and shall apply to the Property. County and Developer agree that no additional public safety funds are required pursuant to this Agreement because the County Public Safety Impact Fees already address the impact that the development of the property will have on the public safety facilities.

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively "Developer Fees") shall be the amount of School Impact Fees and County Public Safety Impact Fees effective as of the date of payment.

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

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than July 1, 2022, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

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

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

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

(B) If the Developer fails to cure the material breach within a reasonable time and is not proceeding expeditiously and with diligence to cure the breach, then the County Council may unilaterally terminate or modify this Agreement. Prior to terminating or modifying this Agreement

as provided in this section, the County Council must first give the Developer the opportunity (*i*) to rebut the finding and determination, or (*ii*) to consent to amend the Agreement to meet the concerns of the County Council with respect to the findings and determinations.

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

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

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

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

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

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

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

Section 5.12. Covenant to Sign other Documents. County and Developer acknowledge that consummation of the transactions contemplated by this Agreement may require the execution

contemporaneously with the execution of this Agreement and thereafter of certain documents in addition to this Agreement and County and Developer agree to cooperate with the execution thereof.

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., April 14, 2023, then this Agreement is automatically terminated without

further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

Arbor Meadows, LLC,
A North Carolina limited liability company

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

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

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

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

WITNESS my hand and seal this ____day of _____ 2022.

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 1

All that certain piece, parcel, or tract of land, with buildings and improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, containing one hundred three and nine hundred four/thousandths (103.904) acres, more or less, and being shown and described on plat of survey made by Thomas W. Secrest, Surveyor, dated January 14, 1916, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat Number 2117, LESS AND EXCEPT THEREFROM HOWEVER, those certain parcels previously conveyed as follows: (1) deed to Francis Collins and Shirley B. Collins and recorded in Deed Book B-6, page 1564; and (2) deed to John Everett Roverts and recorded in Deed Book B-6, page 1567; and (3) deed to Providence Estates Development, LLC and recorded in Deed Book 491, Page 115; and being bounded now or formerly as follows: One the North by lands of John Schott, and lands of John Everett Roberts and Shirley Roberts; on the East by lands of John Everett Roberts and Shirley Roberts; and on the South by Tar Kiln Creek, which separates the with described property from lands of John Everett Roberts and Shirley Roberts, land of Shirley B. Collins, and lands of Williamson Hall Harris Trustee; on the West by lands of LC Development Group, LLC. Reference to said plat and deeds is craved for a more minute description.

DERIVATION: Being the identical property conveyed to HHTF Company, LLC by Foreclosure Deed dated June 22, 2011 and recorded July 1, 2011 in Deed Book 622, Page 48 in the Register of Deeds Office, Lancaster County, South Carolina.

PARCEL 2:

All that certain piece, parcel or tract of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, on the southwest side of Vance Baker Road, south of its intersection with Cedar Lane, containing eighteen and one hundred seven/thousandths (18.107) acres, more or less, and being the identical property shown and described on Plat of Survey made by Carolina Surveyors, Inc. dated October 31, 2005 entitled “A Boundary Showing A Tract on Vance Baker Road Surveyed For: Todd Hunter”, and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2005, page 674. Reference to said plat is craved for a more minute description.

DERIVATION: Being the identical property conveyed to HHTF Company, LLC by Foreclosure Deed dated June 22, 2011 and recorded July 1, 2011 in Deed Book 622, Page 48 in the Register of Deeds Office, Lancaster County, South Carolina.

PARCEL 3:

All that certain piece, parcel or tract of land, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, containing fifteen and six hundred sixty-nine/thousandths (15.669) acres, more or less, and being shown, described, and designated as "Providence Estates Development, LLC Deed Bk 448, Pg 23 628,535 Sq. Ft. 15.669 Acres PIN #0009-014 To Be Combined with Lands Of Sandalwood Development Group, LLC Tract" on plat of survey made by the Isaacs Group, dated March 4, 2008, entitled "Record Plat SANDALWOOD-MAP 4", and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2008, page 735. Reference to said plat is craved for a more minute description.

DERIVATION: Being the identical property conveyed to HHTF Company, LLC by Foreclosure Deed dated June 22, 2011 and recorded July 1, 2011 in Deed Book 622, Page 48 in the Register of Deeds Office, Lancaster County, South Carolina.

Exhibit A-2

Plat

Exhibit B

Development Program

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

7. *Sewer*: Developer will temporarily tie into the existing pump station located North of the Property and install sewer infrastructure to create an off-site gravity flow to the Harris Mill Phase 2 development to the South. Developer will bring sanitary sewer lines to the Property through the adjacent properties as required and will coordinate with the ongoing Harris Mill development to the South to align and tie into the Harris Mill sewer infrastructure. Developer will dedicate the sewer infrastructure, as required, to the Lancaster County Water and Sewer District.

Modification of Development Program: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	76 units
4	76 units
5	76 units
	Total: 228 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 228 residential units.

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Exhibit D

Required Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-_____, approving this Development Agreement attached hereto as Exhibit E-1.
2. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-2.
3. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-3.
4. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
5. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit E-1

Ordinance No. 2022-_____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-2

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-3

The UDO

[**The UDO, updated to the effective date of the Ordinance 2022-_____, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

Exhibit E-4

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

Agenda Item Summary

Ordinance # / Resolution #: UDO-TA-2022-0172 Keith Corporation/MUSC
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 9/20/2022

Issue for Consideration:

OUTLINE OF TEXT AMENDMENT:

The following sections of the UDO are proposed to be amended:
Section 4.3.2.D, Highway Corridor Overlay District (HCOD) "Exceptions and Non-Conforming Situations":
The proposed text amendment would exempt any property developed as a unified campus from all standards of the Highway Corridor Overlay District.

Points to Consider:

After reviewing MUSC's proposed development, staff believes that the modifications which may be needed to accommodate the applicant's intended use may be better addressed via a more targeted amendment.

Option 1:

It is County Staff's understanding that the primary "site planning feature" which is inconsistent with the HCOD is MUSC's desire to locate primary parking area between the highway and the medical facilities on site. If this is the case, staff recommends that the amendment be revised to alter 4.3.2.G "Off-Street Parking"; to allow hospital uses the option of an alternative parking arrangement where parking may be located between the highway and buildings on the hospital campus so long as increased buffering and landscaping criteria are met.

Option 2:

If there are broader issues, the best approach may be to create a new section within the HCOD similar to Section 4.3.2.M (this section provides specific exemptions to Industrial properties within the HCOD). If this approach is taken, Staff would recommend that this new section be crafted specifically for "Hospital Campuses" or "Medical Campuses" as opposed to all properties developed as a "unified campus". We also recommend that along with the requested exemptions some improvements be required; similar to the recommendation in option 1.
For example, if an alternative parking arrangement is used: increased landscaping and buffering requirements shall apply; if the architecture proposed is inconsistent with the requirements of the HCOD: other beautification and/or walkability improvements will be provided; etc.

It should also be noted that the County is currently in the process of updating the UDO and it may be appropriate to study any proposed large changes to the Highway Corridor Overlay District, as well as all other uses, as a part of that process.

Recommendation:

Staff recommends **denial** of the proposed text amendment as written.
The applicant's reasoning for the proposed text amendment is due to "unique site planning features" specific to their proposed campus. Staff feels these issues could be addressed more directly through a text amendment crafted to target specific portions of the HCOD as opposed to a broad exemption to all HCOD requirements for any property developed as a "unified campus".

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	9/13/2022	Planning Staff Report
Exhibit 1: Application	9/12/2022	Exhibit
Exhibit 2: MUSC Proposed Text Amendment	9/12/2022	Exhibit
Exhibit 3: Proposed Site Plan	9/12/2022	Exhibit

PROPOSAL: Amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay District (HCO), paragraph D "Exceptions and non-conforming situations."

APPLICABLE CHAPTER(S): Chapter 4

APPLICANT: The Keith Corporation c/o Sam Walker.

STATUTORY NOTICES: Hearing notice published 9/03/2022 in Lancaster News and 9/14/2022 in Carolina Gateway;
Posted agenda in lobby on 9/13/2022.

PROJECT SUMMARY & PROPOSAL:

On behalf of The Keith Corporation, the applicant is proposing to amend Chapter 4 of the Unified Development Ordinance (UDO) to modify the provisions of Section 4.3.2 paragraph D, "Exceptions and non-conforming situations." Applicant proposes to add hospitals as a use type exempt from the development standards of the Highway Corridor Overlay.

As noted in the application, MUSC is developing a new unified campus (research, medical/hospital) which "*requires unique site planning features that are currently non-conforming in the Highway Corridor Overlay District*."

The applicant offers the proposed text amendment attached for the Commission's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~strikethrough~~ font. The proposed language is found in Attachment 1.

OUTLINE OF TEXT AMENDMENT:

The following sections of the UDO are proposed to be amended:

> *Section 4.3.2.D, Highway Corridor Overlay District (HCOD) "Exceptions and Non-Conforming Situations"*:
>
> The proposed text amendment would exempt any property developed as a "unified campus" from all standards of the Highway Corridor Overlay District.

FINDINGS AND CONCLUSIONS:

The proposed text amendment has been found to be inconsistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI.

After reviewing MUSC's proposed development, staff believes that the modifications which may be needed to accommodate the applicant's intended use may be better addressed via a more targeted amendment.

Option 1:
It is County Staff's understanding that the primary "site planning feature" which is inconsistent with the HCOD is MUSC's desire to locate primary parking area between the highway and the medical facilities on site. If this is the case, staff recommends that the amendment be revised to alter 4.3.2.G "Off-Street Parking"; to allow hospital uses the option of an alternative parking arrangement where parking may be located between the highway and buildings on the hospital campus so long as increased buffering and landscaping criteria are met.

Option 2:
If there are broader issues, the best approach may be to create a new section within the HCOD similar to Section 4.3.2.M (this section provides specific exemptions to Industrial properties within the HCOD). If this approach is taken, Staff would recommend that this new section be crafted specifically for "Hospital Campuses" or "Medical Campuses" as opposed to all properties developed as a "unified campus". We also recommend that along with the requested exemptions some improvements be required; similar to the recommendation in option 1.
For example, if an alternative parking arrangement is used: increased landscaping and buffering requirements shall apply; if the architecture proposed is inconsistent with the requirements of the HCOD: other beautification and/or walkability improvements will be provided; etc.

It should also be noted that the County is currently in the process of updating the UDO and it may be appropriate to study any proposed large changes to the Highway Corridor Overlay District, as well as all other uses, as a part of that process.

STAFF RECOMMENDATION:
Staff recommends **denial** of the proposed text amendment as written.
The applicant's reasoning for the proposed text amendment is due to "unique site planning features" specific to their proposed campus. Staff feels these issues could be addressed more directly through a text amendment crafted to target specific portions of the HCOD as opposed to a broad exemption to all HCOD requirements for any property developed as a "unified campus".

ATTACHMENTS:

1. Application
2. Proposed Ordinance
3. Proposed Site Plan

STAFF CONTACT:

Ashley Davis, Senior Planner
adavis@lancastersc.net

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended 4.3.2 Highway Corridor Overlay District (HCO) para D "Exceptions and non-conforming situations"

Current Text Any property zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District.

Proposed Text Any property **developed as a unified campus (research, medical/hospital) or** zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District.

Description of Need for Proposed Text Hospital campus requires unique site planning features that are currently non-conforming in the Highway Corridor Overlay District

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name The Keith Corporation c/o Sam Walker

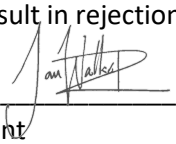
Address 4500 Cameron Valley Pkwy Suite 400

City Charlotte State NC Zip 28211 Phone (704)562-3840

Fax _____ Email swalker@thekeithcorp.com

APPLICATION CERTIFICATIONS

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: 7/13/2022

Medical University Hospital Authority — Date: 7/13/2022

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.
- Text Amendment Application Fee - $435.00

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

4. This district shall also apply to all shared access easements and/or cross-access easements located within the areas defined in Section 4.3.2.B.1, including, but not limited to, those that may be used to access any parcel or parcels beyond the boundaries of this district.

C. PERMITTED USES

As an overlay, the Highway Corridor Overlay District supplements standards established elsewhere in the UDO. Any use permitted in the underlying zoning district, set forth in Chapter 2 of the UDO, shall also be permitted in the Highway Corridor Overlay District provided it complies with the provisions of the Highway Corridor Overlay District.

D. EXCEPTIONS AND NON-CONFORMING SITUATIONS

Any property developed as a unified campus (research, medical/ hospital) or zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

E. DESIGN REVIEW

All development design and plan reviews, as required by the UDO, shall apply to the Highway Corridor Overlay District.

F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

1. **Building Placement:** All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:

   a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply; however in no instance shall the front setback be less than 50 feet. For commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC).

   b. Notwithstanding any other provisions of the UDO, existing buildings built as of June 9, 2014, and not in conformity with the 50-foot front setback shall not be precluded from expanding in size based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback and provide a minimum 25-foot front setback.

   c. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

   d. The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.

   (Ord. No. 2021-1783, 12.13.21)

2. **Building Height:** Maximum building height shall not exceed that permitted in the underlying zoning district, set forth in Chapter 2 and Chapter 3, of the UDO.

3. **Building Vernacular:** Variation in architecture and materials is required. There shall be no large expanse of blank exterior walls along the corridor. Variation in exterior walls may be achieved through the use of windows, projections, recesses, columns, horizontal and vertical offsets, awnings, canopies, or other architectural features. Rooflines of buildings adjacent to the corridor shall also be varied to add interest and complement the character of

August 23, 2022 - 7:19pm By: Jay Banks

THOUSAND OAKS RD.

PHASE 1 - MOB

MOB
FFE - 835
86,000sf
PARKING =
4 SP / 1000 SF

MOB

HOS

152

292

292

202

50' OPEN AREA
(VARIES - 1' FOR EACH 1' BLDG HEIGHT)
(MAX. SHOWN)

APPROXIMATE
ENCROACHMENT
CANOPY & FENCE 5.24'

Proposed
Woodland Edge

Stormwater
Area

0.2% ANNUAL CHANCE
FLOOD HAZARD AREA

0.2% ANNUAL CHANCE
FLOOD HAZARD AREA

SIX MILE CREEK

50'

WETLAND EE
2.52 AC

WETLAND FF

FEMA REGULATORY
FLOODWAY
MAP NUMBER 45057C0076E
MAP REVISED 05-16-2017
ZONE AE

40,960 sf

20,800 sf

27

Future
De

FUTURE PHASE

BEGIN INTERMITTENT

STREAM D
(PERENNIAL)

Proposed
Woodland Edge

Existing
Woodland

50'

100'

200'

WETLAND DD
4,176 SF

0.2% ANNUAL CHANCE
FLOOD HAZARD AREA

Existing
Woodland

SIX MILE CREEK

WETLAND GG

CHARLOTTE HIGHWAY (US 521)

50' FRONT SETBACK

335

STREAM A
(INTERMITTENT)

30'

WETLAND CC
5,940 SF

WETLAND BB

STREAM B
(INTERMITTENT)

CHARLOTTE HIGHWAY

STREAM C
(PERENNIAL)

FEMA REGULATORY
FLOODWAY
MAP NUMBER 45057C0076E
MAP REVISED 05-16-2017
ZONE AE

0.2% ANNUAL CHANCE
FLOOD HAZARD AREA

WETLAND AA
10,911 SF

Proposed
Woodland Edge

Existing
Woodland

Existing
Woodland

50' SIDEYARD
(VARIES - 1' FOR EACH 1' BLDG HEIGHT)
(MAX. SHOWN)

SPECIAL FLOOD
HAZARD AREA

SPECIAL FLOOD
HAZARD AREA

SIX MILE CREEK

WINDSOR TRACE DR.

0.2% ANNUAL CHANCE
FLOOD HAZARD AREA

FEMA REGULATORY
FLOODWAY
MAP NUMBER 45057C0076E
MAP REVISED 05-16-2017
ZONE AE

NOTICE:
CONCEPT/SCHEMATIC DOCUMENTS - PROJECT BUDGETING

USE OF THESE DOCUMENTS TO ESTABLISH SITE RELATED PROJECT BUDGET(S) IS SUBJECT TO CHANGE UPON COMPLETION OF CONSTRUCTION DOCUMENTS. BY DEFINITION, CONCEPT/SCHEMATIC DOCUMENTS DO NOT INCLUDE ALL SITE FEATURES THAT MAY AFFECT PROJECT COST. SUBSEQUENTLY, INFORMATION SHOWN SHOULD BE USED FOR "BUDGET PRICING" ONLY AND SHALL NOT BE CONSIDERED "BID" DOCUMENTS OR PRESENTED TO SUBCONTRACTORS FOR BIDS. ALLOWANCES/CONTINGENCIES WILL BE REQUIRED FOR TYPICAL SITE ELEMENTS NOT SHOWN OR ONLY PARTIALLY DETAILED.

ALL DOCUMENTS WITHOUT A SEAL/SIGNATURE & DATE SHALL BE CONSIDERED "CONCEPT/SCHEMATIC" REGARDLESS OF SHEET TITLE.

BANKS
1927 S. TRYON ST
SUITE 100
CHARLOTTE, NC 28203
T: 704.780.4972
NC License #P-1370
© 2022

MUSC
MEDICAL UNIVERSITY of SOUTH CAROLINA

MUSC - GRIFFIN TRACT

LANCASTER, SC

CONCEPT MASTER PLAN
EXHIBIT

SCALE: 1"= 120'
0 60 120 240

NORTH

CPTMP

08.23.22

C:\Users\Jay Banks\Banks Engineering Dropbox\BE PROJECTS\01006 LSSP\008 MUSC\Dwg\X-MASTR Concept MP exhbit.dwg

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY BANKS ENGINEERING, PLLC. SHALL BE WITHOUT LIABILITY TO BANKS ENGINEERING, PLLC.

Agenda Item Summary

Ordinance # / Resolution #: SD-2022-0733 Century Communities aka Shiloh Wood
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 9/20/2022

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

Points to Consider:
Traffic Impact Analysis (TIA)
At the time of this report (9-12-2022), the Traffic Impact Analysis with the currently proposed access arrangement has not been reviewed by the County's Traffic Consultant for comments. The TIA was submitted for review on the afternoon of Friday, September 9, 2022.
Exact improvements are still to be determined.
Public Utilities:
LCWSD: In early 2021, the LCWSD adopted an amendment to their development policy. To paraphrase the amendment, LCWSD will not issue a developer a willingness and capability assurance letter if it needs to connect to downstream development's infrastructure by another developer that has not yet received a SCDHEC permit to operate.
It is staff's understanding that this project intends to gain sewer access by connecting into the recently initiated Roselyn sewer improvements. At this time, the estimate we have received on the completion of the primary sewer line is 12-24 months.
It is important to note that Civil Construction plans will not be reviewed by the County or the District until the Roselyn sewer improvements are active (or very close).
Natural Gas: Lancaster County Natural Gas has issued a willingness and capability letter to serve this site.
Power: Duke Energy has issued a willingness and capability letter to serve this site.
Technical Review:
At the time of this report (9-12-2022), a full technical review of this proposed arrangement has not yet been completed.

Recommendation:
Given the current status of the TIA and ongoing Technical Review by County staff this application is considered incomplete, and therefore staff cannot make a recommendation at this time.

ATTACHMENTS:

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

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

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

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

APPLICANT: Century Communities

COUNTY COUNCIL DISTRICT: District 4, Larry Honeycutt

OVERVIEW & BACKGROUND:

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

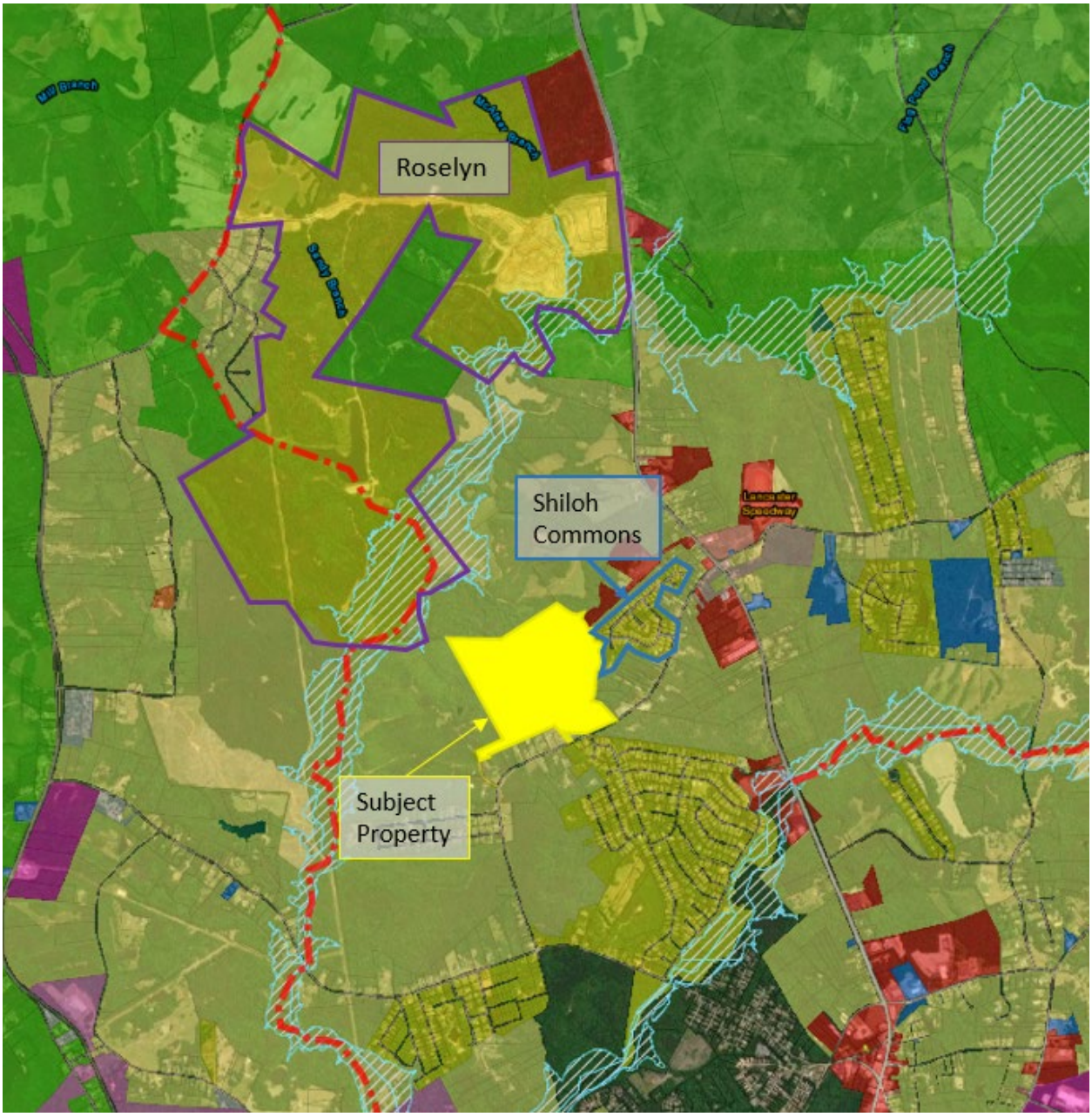
Summary of Surrounding Zoning and Uses

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

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

Applicant has requested rezoning of three parcels totaling 19.93 acres from LDR to MDR.
Low Density Residential "*… is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*"

PHOTOS OF PROJECT AREA:



Aerial photo of the subject property

DEVELOPMENT SUMMARY:

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

Traffic Impact Analysis (TIA)

At the time of this report (9-12-2022), the applicants Traffic Impact Analysis with this access arrangement has not been reviewed by the County's Traffic Consultant for comments as the TIA was submitted for review on the afternoon of Friday, September 9th, 2022.

Exact improvements are still to be determined.

Public Utilities:

LCWSD: In early 2021, the LCWSD adopted an amendment to their development policy. To paraphrase the amendment, LCWSD will not issue a developer a willingness and capability assurance letter if it needs to connect to downstream development's infrastructure by another developer that has not yet received a SCDHEC permit to operate.

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

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

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

Technical Review:

At the time of this report (9-12-2022), a full technical review of this proposed arrangement has not yet been completed.

STAFF RECOMMENDATION:

Given the current status of the TIA and ongoing Technical Review by county staff this application is considered incomplete, and therefore staff cannot make a recommendation at this time.

ATTACHMENTS:

1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat

STAFF CONTACT:

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

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

MAJOR SUBDIVISION PRELIMINARY PLAT

WHEN TO USE THIS PROCESS:

Use the attached checklist for subdivisions that

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

APPLICATION AND APPROVAL PROCESS

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

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

SUBMIT THE FOLLOWING ITEMS FOR PLAN REVIEW:

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

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

PROJECT INFORMATION

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

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

Project Description: Shiloh Woods new residential subdivision

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

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

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

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

Address: 1351 Charlotte Highway, Lancaster, SC 29720

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

Other Project Contacts

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

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

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

Name: Rob Reddick c/o McAdams

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

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

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

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

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

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

PRELIMINARY PLAT CHECKLIST

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

PROJECT INFORMATION

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

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

Project Description: Shiloh Woods new residential subdivision

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

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

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

Property Owner Name: Randall and Pamela Vaughn

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

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

Other Project Contacts

Name:

Address:

Phone: Email:

Name:

Address:

Phone: Email:

Applicant Signature: Date:

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

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

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

PRELIMINARY PLAT CHECKLIST

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

PROJECT INFORMATION

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

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

Project Description: Shiloh Woods new residential subdivison

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

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

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

Property Owner Name: Ryan and Emilee Vaughn

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

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

Other Project Contacts

Name:

Address:

Phone: Email:

Name:

Address:

Phone: Email:

Applicant Signature: Date:

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

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

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

PRELIMINARY PLAT CHECKLIST

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

GENERAL PROJECT INFORMATION:

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

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

EXISTING CONDITIONS:

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

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

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

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

ENVIRONMENTAL CONSIDERATIONS:

ENVIRONMENTALLY SENSITIVE LANDS

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

TREE RETENTION

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

LANDSCAPING

- Show landscaping for required site landscaping areas.

OPEN SPACE

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

INFRASTRUCTURE CONSIDERATIONS:

GRADING, STORMWATER, AND UTILITY SYSTEM

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

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

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

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

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

LOT DESIGN

Identify a lot configuration that complies with the following standards.

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

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

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

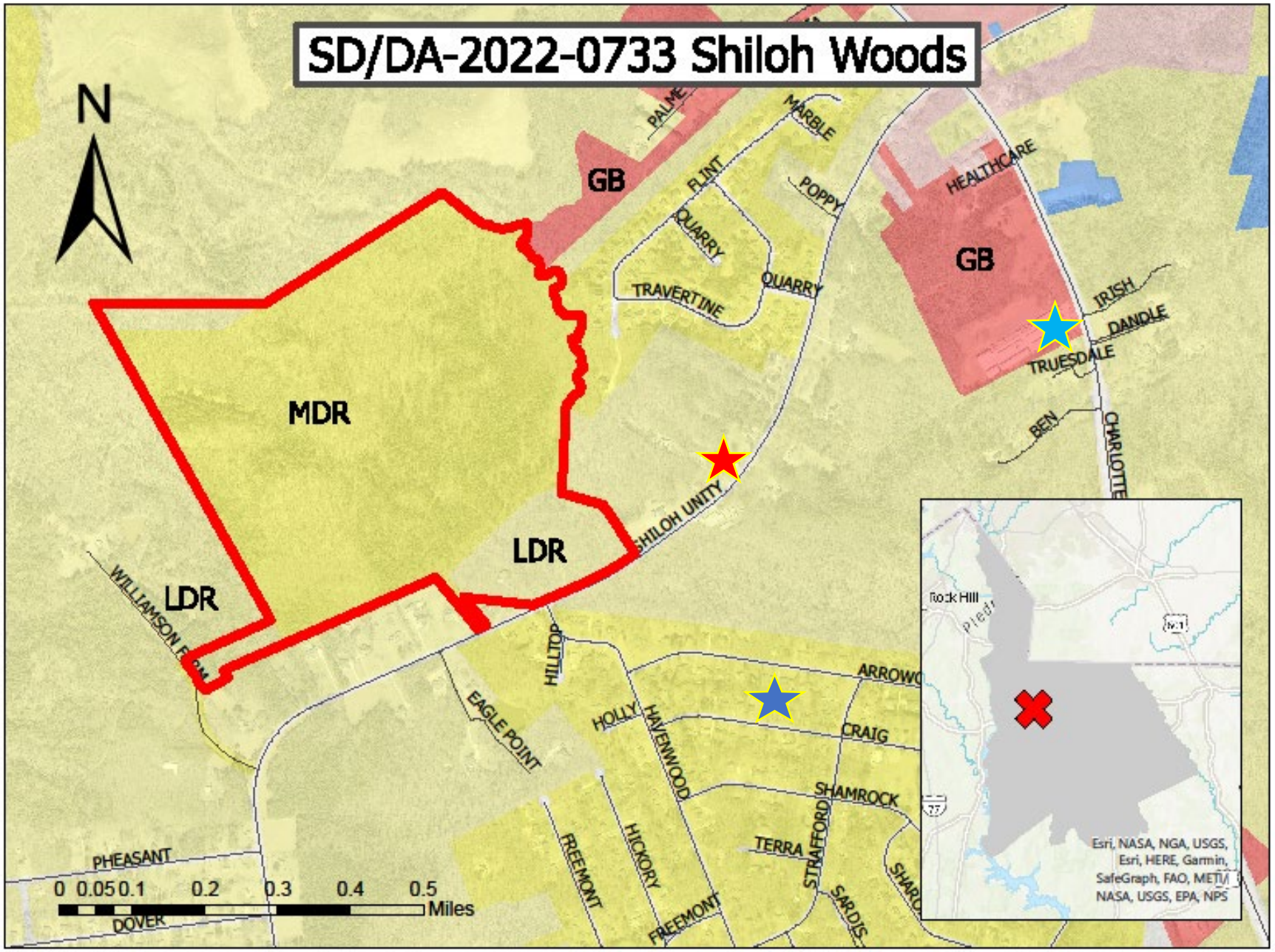
USE-SPECIFIC STANDARDS

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

OVERLAY DISTRICTS

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

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



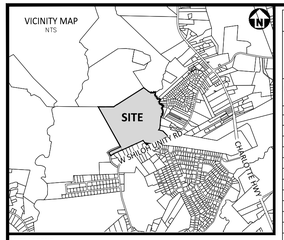
Lancaster County
South Carolina

Proposal:
Preliminary Plat and Development Agreement

Legend:

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

VICINITY MAP
NTS



SITE DATA

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

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

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

SITE LEGEND

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

Road Block Length Table

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

ROW PLANTING

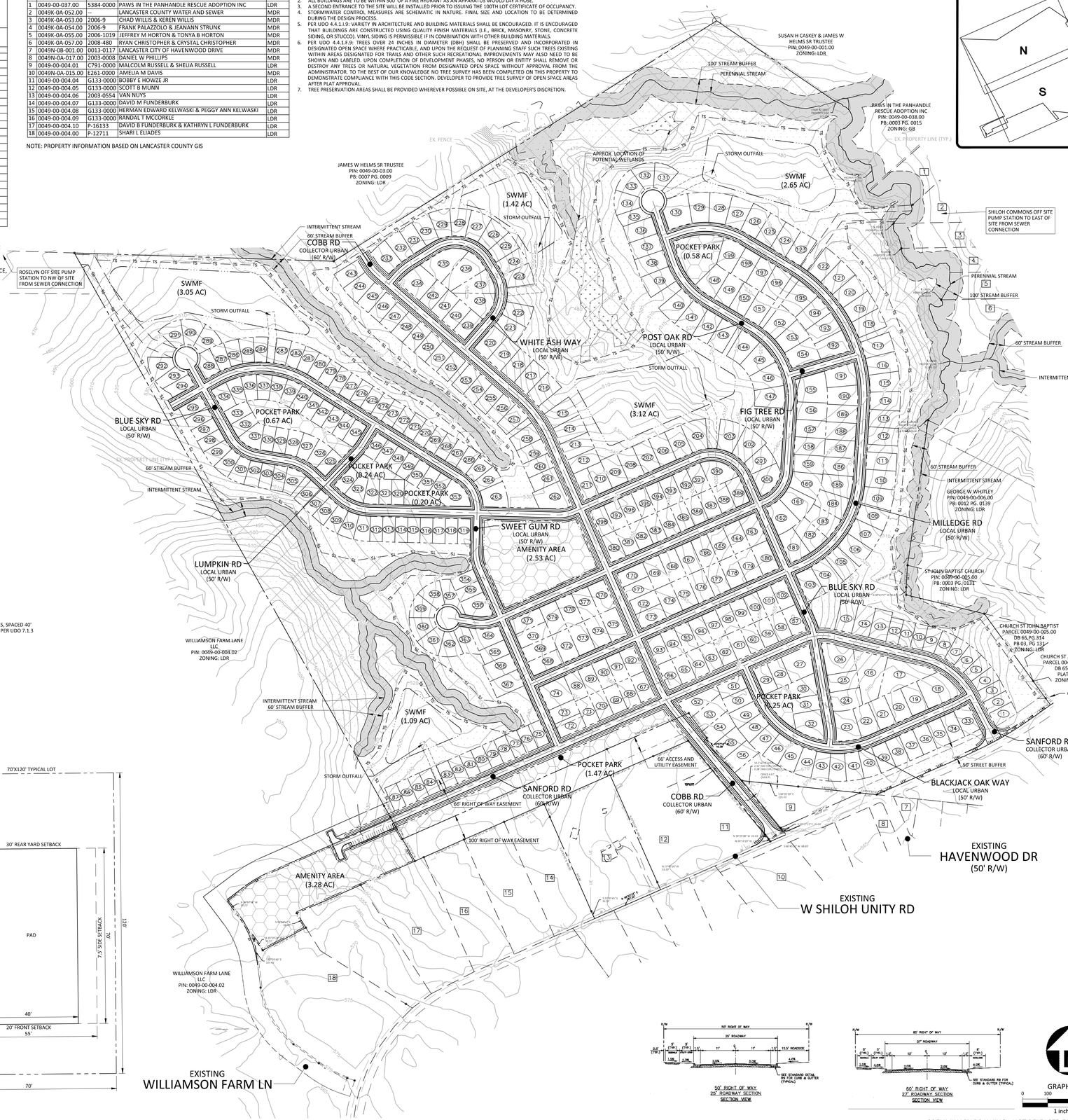
ADJACENT PROPERTY OWNERS

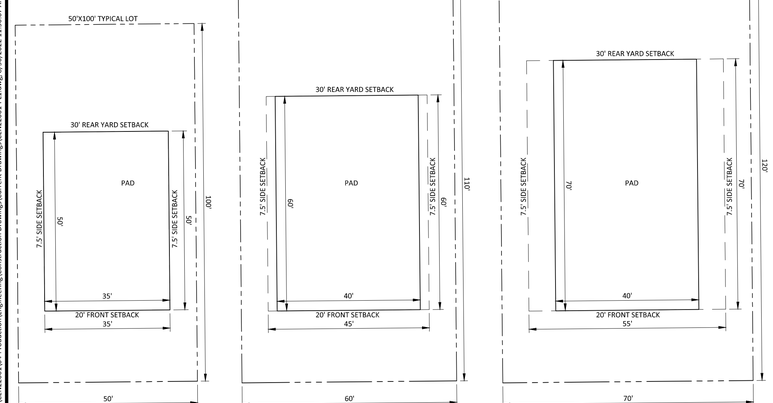
	PARCEL	PLAT	OWNER	ZONING
1	0049-00-037.00	5384-0000	PAWS IN THE PANHANDLE RESCUE ADOPTION INC	LDR
2	0049K-0A-052.00	---	LANCASTER COUNTY WATER AND SEWER	MDR
3	0049K-0A-053.00	2006-9	CHAD WILLIS & KEREN WILLIS	MDR
4	0049K-0A-054.00	2006-9	FRANK PALAZZOLO & JEANANN STRUNK	MDR
5	0049K-0A-055.00	2006-1019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

NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

GENERAL NOTES:

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





PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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PRELIMINARY PLAT
W SHILOH UNITY ROAD
LANCASTER, SOUTH CAROLINA 29720

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

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

REVISIONS

NO. DATE

PLAN INFORMATION

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

SHEET

PRELIMINARY PLAT SITE PLAN

PL-1

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SITE LEGEND

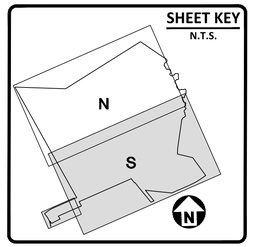
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- BUFFER LINE
- CENTERLINE
- WATERLINE (NOT SURVEYED)
- OPEN SPACE
- TREE SAVE
- WETLANDS
- STREAM BUFFERS

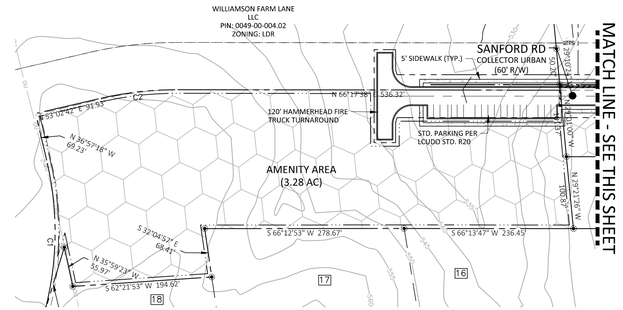
ADJACENT PROPERTY OWNERS

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

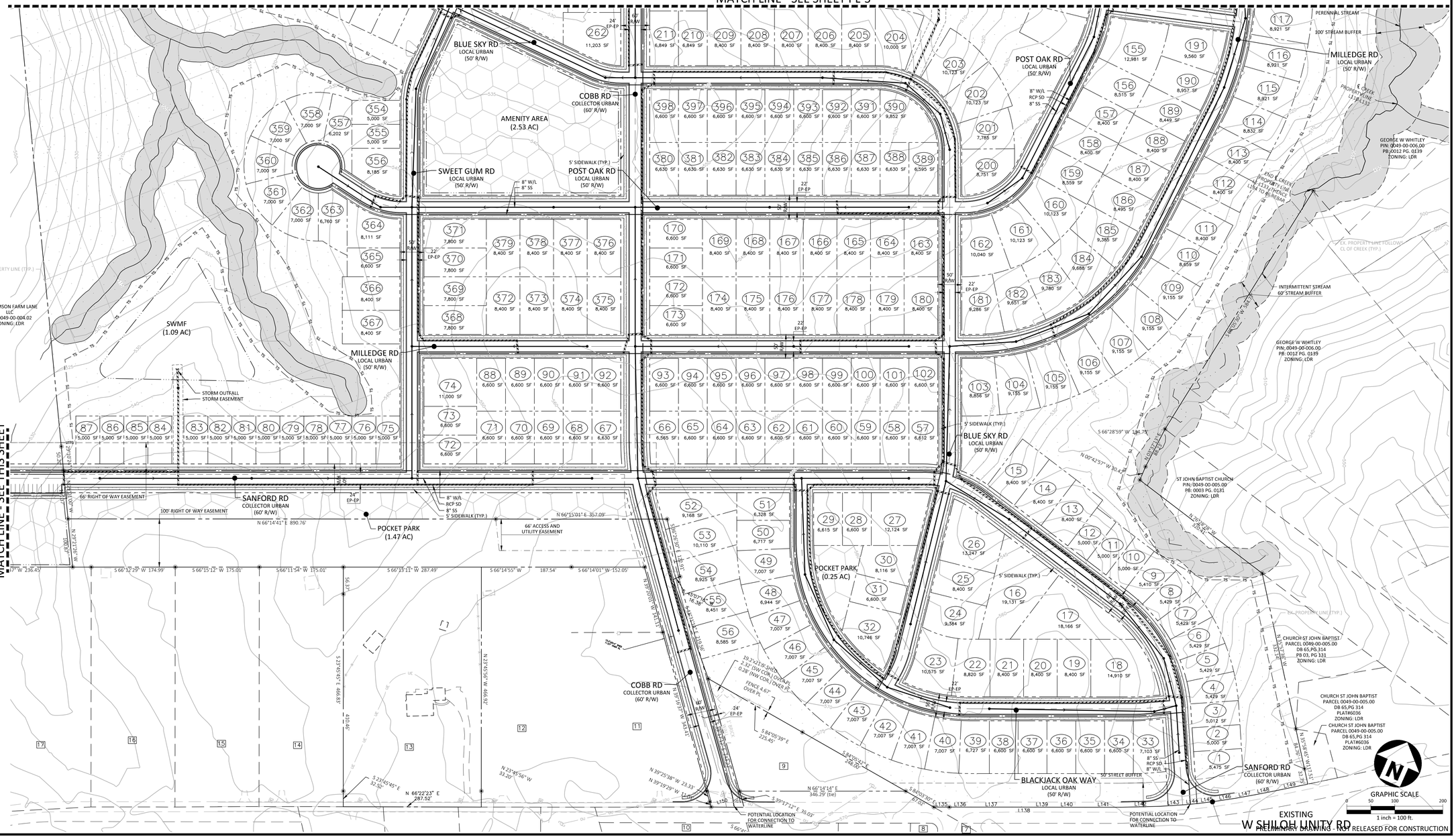
NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

SHEET KEY
N.T.S.





MATCH LINE - SEE SHEET PL-3



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

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

REVISIONS

NO. DATE

PLAN INFORMATION

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

SHEET

PRELIMINARY PLAT
SITE PLAN - S

PL-2

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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SITE LEGEND

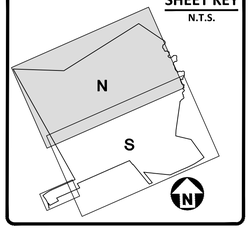
PROPERTY LINE
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EASEMENT LINE
BUFFER LINE
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WETLANDS
STREAM BUFFERS

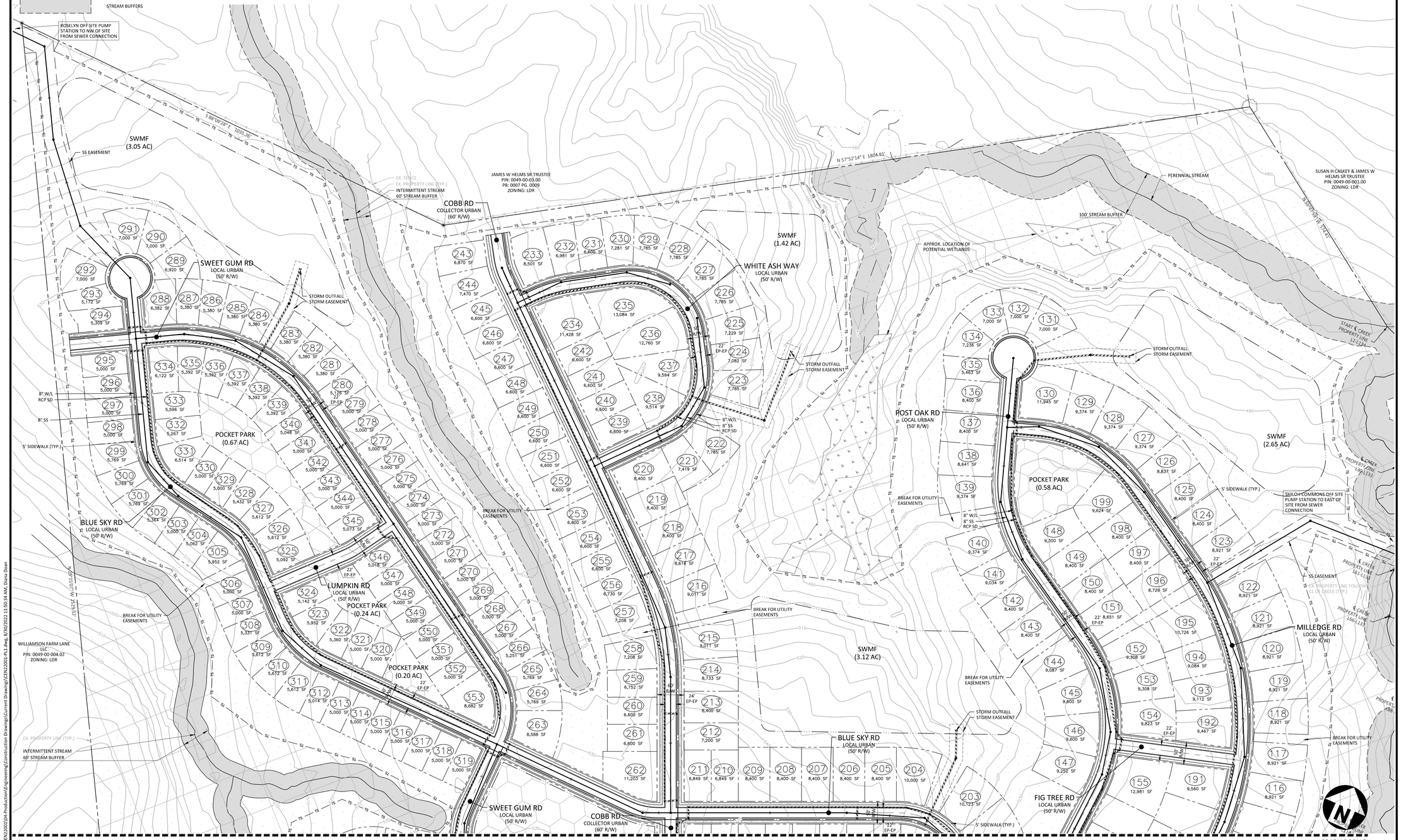
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7	0049N-08-001.00	0013-0117	LANCASTER CITY OF HAVENWOOD DRIVE	MDR
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11	0049-00-004.04	G133-0000	BOBBY E HOWZE JR	LDR
12	0049-00-004.05	G133-0000	SCOTT B MUNN	LDR
13	0049-00-004.06	2003-0554	VAN NUYS	LDR
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15	0049-00-004.08	G133-0000	HERMAN EDWARD KELWASKI & PEGGY ANN KELWASKI	LDR
16	0049-00-004.09	G133-0000	RANDAL T MCCORKLE	LDR
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18	0049-00-004.00	P-12711	SHARI L ELIADES	LDR

NOTE: PROPERTY INFORMATION BASED ON LANCASTER COUNTY GIS

SHEET KEY
N.T.S.





MATCH LINE - SEE SHEET PL-2

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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

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

REVISIONS

NO.	DATE

PLAN INFORMATION

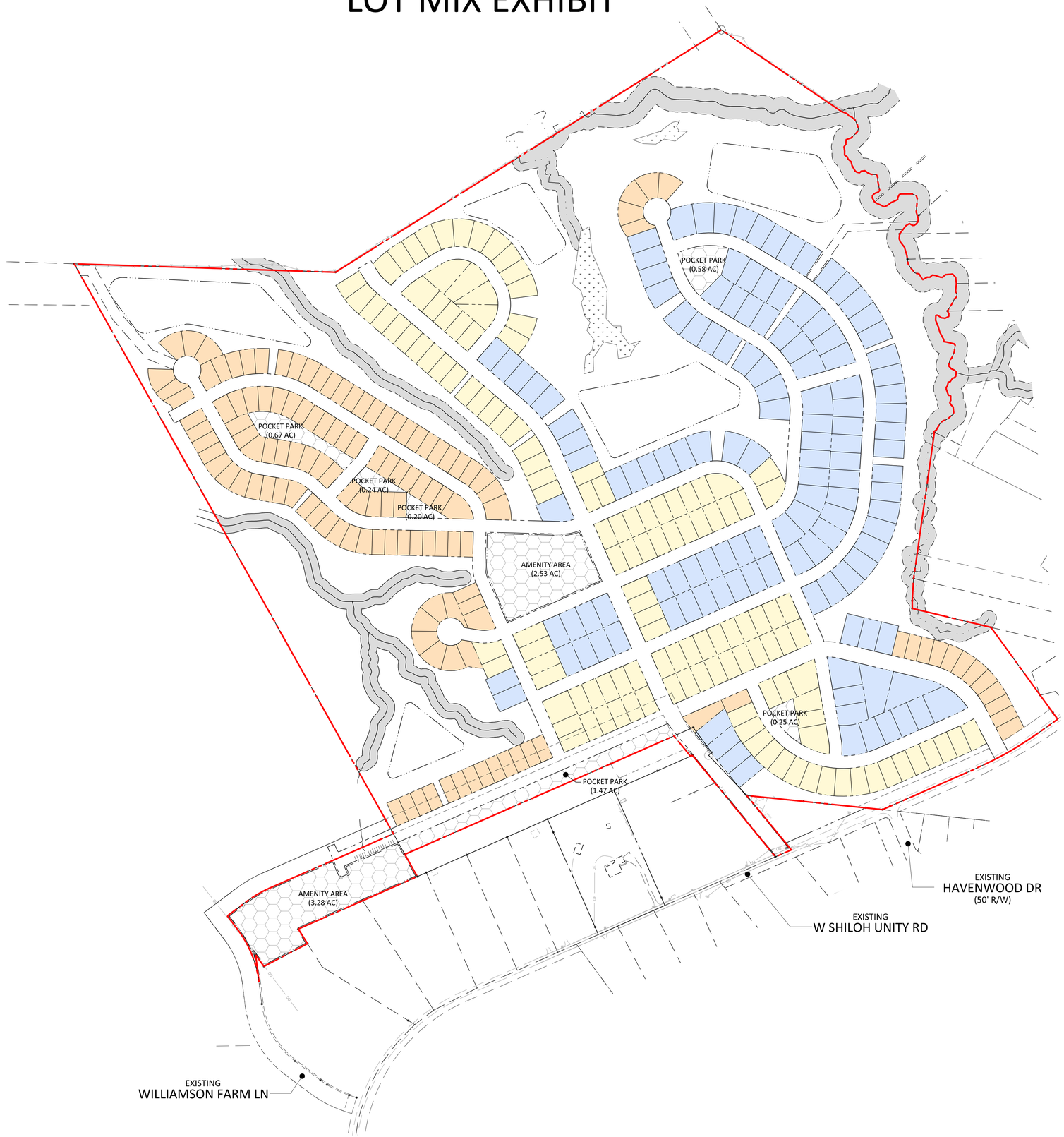
PROJECT NO.	CEN-22001
FILENAME	CEN22001-PL1
CHECKED BY	JBW
DRAWN BY	DMD
SCALE	1"=100'
DATE	07. 01. 2022

SHEET

PRELIMINARY PLAT SITE PLAN - N

PL-3

LOT MIX EXHIBIT



LEGEND

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

SITE LEGEND

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

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

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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REVISIONS

NO. DATE

PLAN INFORMATION

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

SHEET

PRELIMINARY PLAT EXHIBITS

PL-4

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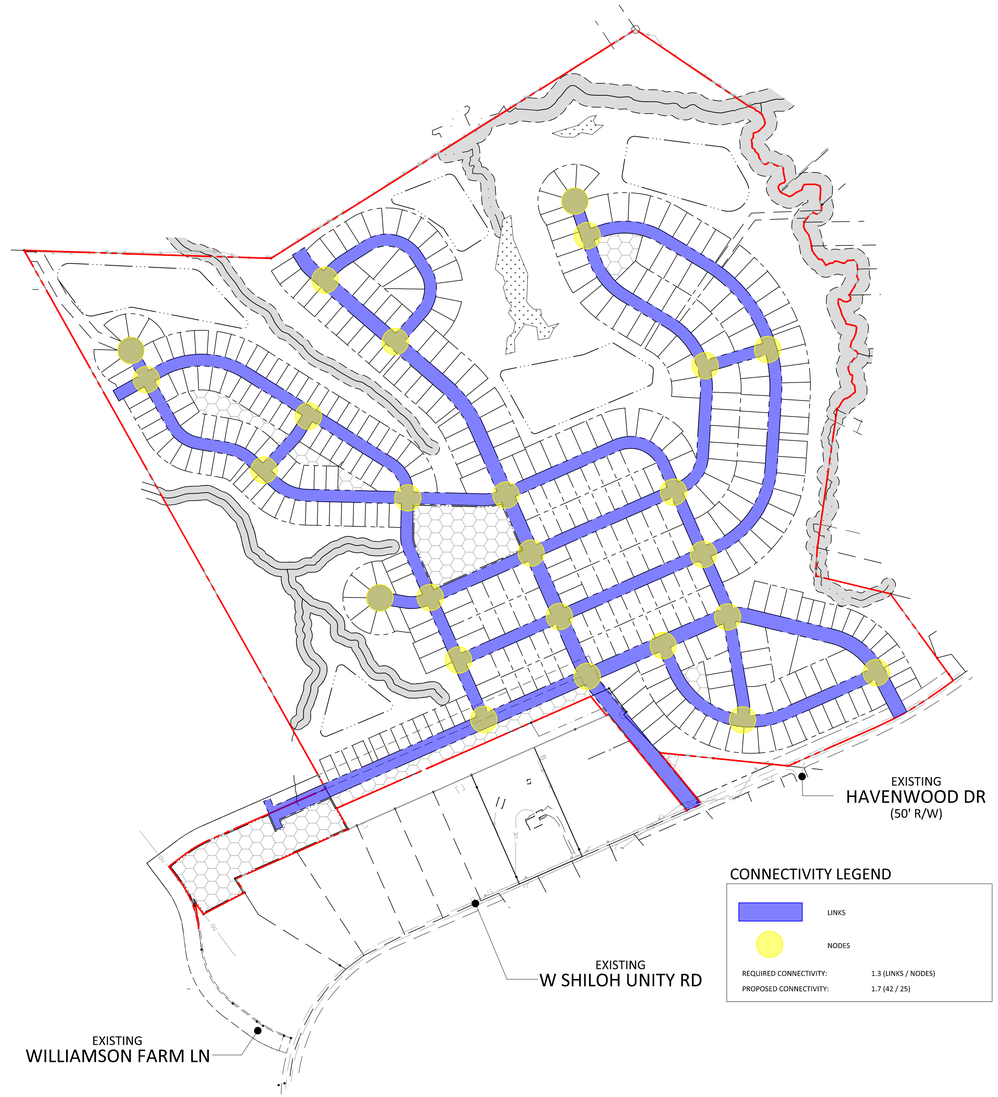
BUFFER EXHIBIT



SITE LEGEND

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

CONNECTIVITY EXHIBIT



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

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

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LANCASTER, SOUTH CAROLINA 29720

REVISIONS

NO. DATE

PLAN INFORMATION

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

SHEET

PRELIMINARY PLAT EXHIBITS

PL-5

M:\Projects\CEN\CEN22001\04-Production\Engineering\Construction Drawings\Current Drawings\CEN22001-PL3 ,Awg, 8/30/2022 11:51:06 AM, Diana Doan

Agenda Item Summary

Ordinance # / Resolution #: DA-2022-0733 Century Communities aka Shiloh Woods
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 9/20/2022

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

Points to Consider:
The applicant submitted the proposed Development Agreement enclosed with this memo. This Development Agreement has not been revised to reflect changes which have occurred in the proposed concept plan. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA). It is important to note that at the time of this report (9-12-2022), the TIA associated with this agreement has not been reviewed or approved by the County's Traffic Engineering Consultant. The TIA was submitted to the county on Friday, September 9, 2022.

Recommendation:
Given the current status of the TIA and ongoing technical review of the concept plan by County staff, this application is considered incomplete, and therefore staff cannot make a recommendation at this time.

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	9/13/2022	Planning Staff Report
Draft Development Agreement	8/31/2022	Exhibit

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

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

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

The applicant submitted the proposed Development Agreement enclosed with this memo. This Development Agreement has not been revised to reflect changes which have occurred in the proposed concept plan. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA). It is important to note that at the time of this report (9-12-2022) the TIA associated with this agreement has not been reviewed or approved by the County's Traffic Engineering Consultant. The TIA was submitted to the county on Friday, September 9, 2022.

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

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STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	**SHILOH WOODS**

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

R E C I T A L S

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

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

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

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

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means _____2022.

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

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

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

(6) "Developer" means Century Communities Southeast, LLC, a North Carolina limited liability

company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

(10) "Ordinance No. 2021-1769" means Ordinance No. 2021- 1769 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-1.

(11) "Parties" means County and Developer.

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

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

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

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

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

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

Section 1.06. Development Program.

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

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-1769 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- 1769 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 One Hundred Fifty Three and 54/100 acres (153.54).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

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

Section 4.01D. Funds for Public Works. Developer agrees to pay County Two Hundred Fifty ($250.00) Dollars per housing unit to offset the impact of the development upon the Lynwood

Convenience Center located near the Property. The public works payment shall be paid when a building permit is issued.

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

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

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Century Communities Southeast, LLC
Attn: Andrew Rouzer
7401 Carmel Executive Park Drive, Suite 310
Charlotte, NC 28226

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., 31, 2023, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

_____

_____

_____

_____

DEVELOPER:

Century Communities Southeast, LLC,
A North Carolina limited liability company

By: _____
Name: Andrew Rouzer
Title: VP, Land Acquisition

Date: _____

By: _____
Name: Ken Rabel
Title: President

Date: _____

STATE OF NORTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF MECKLENBURG)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 1

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

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

PARCEL 2:

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

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 3:

"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, on the North side of South Carolina Road S-29-28, known as Shiloh-Unity Road, containing sixteen and thirty-nine hundreths (16.39) acres, more or less, and being shown and described on plat survey made by Wm. Charles Hendley, Jr. Land Surveying, dated November 6, 1993, entitled "BOUNDARY SURVEY FOR RANDALL P. VAUGHN PAMELA VAUGHN" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 16168, reference to said plat is craved for a more minute description."

PARCEL 4:

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

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

Exhibit A-2

Plat

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property will be located in the Medium Density Residential (MDR) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district. Further, the Property will be developed under the Cluster Subdivision Overlay provisions of the UDO.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Medium Density Residential (MDR) District and the Cluster Subdivision Overlay as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Technical Review Committee, as applicable, as set forth in the UDO.

7. *Sewer*: The Developer will install sanitary sewer lines on the Property in Phase 1 and connect these to a trunk line on the Property that flows to the Shiloh Commons Pump Station. The Developer will install sanitary sewer lines and a trunk line that flows to the Roselyn Pump Station and Phase 1 homesites and all subsequent phases will flow to a trunk line that fees to the Roselyn Pump Station.

8. *Modification of Development Program:* It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions.

    a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

    b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

    c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

Exhibit C

Development Schedule

Years	Residential
1	135 units
2	135 units
3	134 units
Total	404 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 424 residential units (169.93 acres x 2.5 DUA).

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Exhibit D

Required Information

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

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

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

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

(D) *the then current zoning of the property and a statement, if applicable, of any proposed 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. 2021-1769, approving this Development Agreement attached hereto as Exhibit E-1.
2. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-2.
3. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-3.
4. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
5. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2021-1769

[Ordinance Approving Development Agreement - Attached]

Exhibit E-2

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-3

The UDO

[**The UDO, updated to the effective date of the Ordinance 2021- 1769, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

Exhibit E-4

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

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1566 Chernyak
Contact Person / Sponsor: M. Blaszyk
Department: Planning
Date Requested to be on Agenda: 9/20/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/13/2022	Exhibit
Application	8/31/2022	Exhibit
Location Map	8/31/2022	Exhibit

PROPOSAL:	Request to rezone .621 acres of property
PROPERTY LOCATION:	9851 Kohut Road, Indian Land (TM# 0006N-0B-009.00)
CURRENT ZONING DISTRICT:	Medium Density Residential (MDR) District
PROPOSED ZONING DISTRICT:	General Business (GB) District
APPLICANT:	Svyatoslav Chernyak
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Sign posted 9/2/2022 at 8951 Kohut Road see photos Hearing notice published 9/03/2022 in The Lancaster News Mailed notices 9/02/2022 Posted agenda in lobby 9/13/2022

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel .621 acres in size. The intent is to improve the value of the property and sell it after the rezoning. Adjacent parcels to this property have recently been approved to rezone to commercial.

Site Information

The parcel proposed to be rezoned formerly contained a residence but is currently vacant land. Access will be provided via Kohut Road.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by MDR and GB zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Residential
South	Lancaster County	GB	Commercial, Vacant
East	Lancaster County	MDR	Residential
West	Lancaster County	GB	Non-conforming Residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the MDR District. Pursuant to UDO Chapter 2.3, the 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.*

Requested GB

UDO Chapter 2.3 describes the requested GB District *as 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.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR and GB Districts. The surrounding uses are residential and commercial in nature (used car sales, a vacant gas station/restaurant, and vacant lots).

RELATIONSHIP TO PUBLIC PLANS

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 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 Neighborhood Mixed-Use Future Land Use Category covers the upper half of the Panhandle, terminating at Waxhaw Highway (Route 75). The Neighborhood Mixed Use Future Land Use Category and Walkable Neighborhood Community Type are intended to be compatible with the existing suburban character of the area

The requested GB District is consistent with the Neighborhood Mixed Use Future Land Use Category.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time. If a commercial use were to move on to this property which would create more than 50 peak hour trips to or from this location a TIA would be required as part of their site plan submittal.

Public Utilities

Lancaster County Water and Sewer District is currently providing water to the parcel. It does not have sewer access.

Public Complaints

Jessica Broom, 9848 Kohut Road. Has seen cars being worked on and parked on property. The resident does not have access to running water and resident still lives on the property. She is against former residential lots being rezoned to businesses in the neighborhood. 803-207-4775.

Violations

Upon inspection of the property by the Lancaster County Code Enforcement Department, there are several violations on 9851 Kohut Road, Indian Land. These include cars and a semitruck parked on the property being worked on. Code Enforcement also found equipment and fluids used to work on cars being stored on outdoor shelving. There is also someone living in a storage building with no power or water. This is now an active case with the Lancaster County Code Enforcement and Zoning Office with under case number CE-20220233. Staff does not recommend approval with active code enforcement violations.

PHOTOS OF PROJECT AREA:



Ariel view of the Subject Property is visible on the of the photo above.



Facing Subject Parcel off Kohut Road.



Storge building that a resident is living out of. Photo taken by Jeff Mullis when he inspected the property.



An example of the vehicles found on the property. Photo taken by Jeff Mullis when he inspected the property.

STAFF RECOMMENDATION:

Staff recommends **denial** of the request to rezone .621 acres (TM # 0006N-0B-009.00) from Medium Density Residential (MDR) District to General Business (GB) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM0006N-0B-009.00;
2. That the subject property is currently zoned MDR District and proposed to be rezoned GB District;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood; and
4. That the proposed GB District is generally consistent with the surrounding area which is comprised of MDR and GB Districts.
5. That the subject parcel has active violations under the case number CE-20220233.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

Received 7/6/2022

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 9851 Kohut Road Indian Land
City IL State SC Zip 29707 Tax Parcel ID 0006N-0B-009.00.
Current Zoning MDR Current Use Vacant Land
Proposed Zoning GB Total Acres 0.621.
Project Description All the properties on this side of Kohut Rd are proposed to be converted to GB according to Planning Commission.
Surrounding Property Description the next one to mine had appoved for commercial.

CONTACT INFORMATION

Applicant Name Svyatoslav Chernyak
Address 9851 Kohut Road
City Indian Land State SC Zip 29707 Phone
Fax Email
Property Owner Name Svyatoslav Chernyak
Address 9851 Kohut Road
City Indian Land State SC Zip 29707 Phone
Fax Email intersalesllc@live.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.

Svyatoslav Chernyak — Applicant

06-20-2022 — Date

Svyatoslav Chernyak — Property Owner(s)

06-20-2022 — 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.

qPublic.net™ Lancaster County, SC





Legend

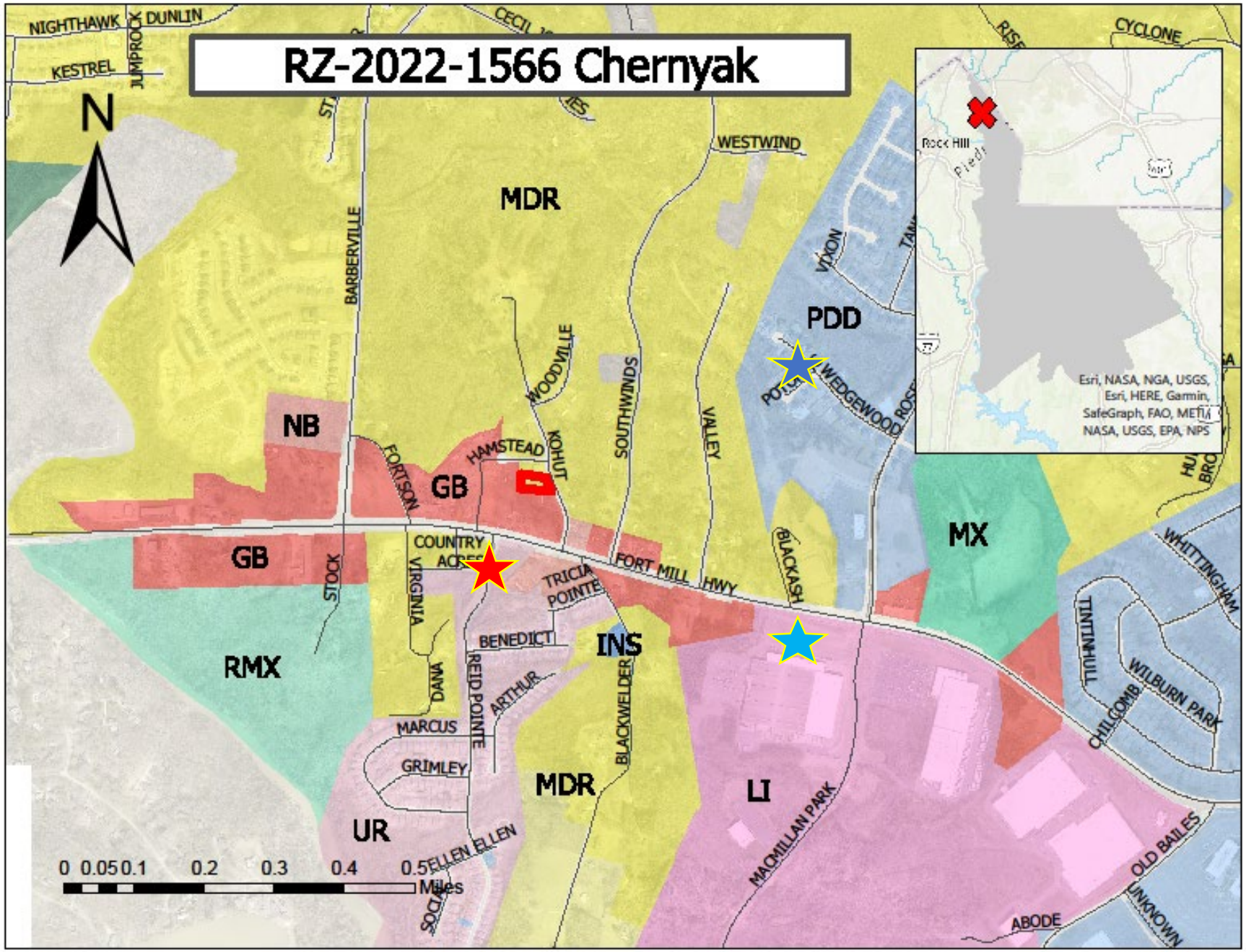
- Address Numbers
  - Good
  - Bad
  - City
  - Ghost
  - Locked
  - To be placed
- Parcels
- Roads

Parcel ID	0006N-0B-009.00		**Owner**	SVYATOSLAV CHERNYAK	**Last 2 Sales**			
Class Code	Land Only			9851 KOHUT RD	**Date**	**Price**	**Reason**	**Qual**
Taxing District	County			INDIAN LAND, SC 29707	9/4/2019	$10	FAMILY SALE	Q
	INDIAN LAND		**Physical Address**	9851 KOHUT RD	7/15/2019	$39000	TRUE SALE	Q
Land Size	0.62	ACRES	**Assessed Value**					

(Note: Not to be used on legal documents)

Date created: 6/27/2022
Last Data Uploaded: 6/27/2022 7:37:33 AM

Developed by Schneider GEOSPATIAL



Lancaster County
South Carolina

Proposal:
Request to rezone from MDR to GB

Legend:

- Subject Property
- Rosemont
- Reid Pointe
- Unique Loom

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1759 King's Mountain LLC (Daycare)
Contact Person / Sponsor: M. Blaszyk
Department: Planning
Date Requested to be on Agenda: 9/20/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	9/13/2022	Exhibit
Application	8/31/2022	Exhibit
Location Map	8/31/2022	Exhibit
Proposed Plat	8/31/2022	Exhibit

PROPOSAL:	Request to rezone 4.84 acres of property
PROPERTY LOCATION:	4263 Doby's Bridge Road (TM# 0013-00-024.00)
CURRENT ZONING DISTRICT:	Low Density Residential (LDR) District
PROPOSED ZONING DISTRICT:	Institutional (INS) District
APPLICANT:	Kings Mountain, LLC (Jim Kittridge)
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Sign posted 9/2/2022 at 4263 Doby's Bridge Road see photos Hearing notice published 9/03/2022 in The Lancaster News Mailed notices 9/02/2022 Posted agenda in lobby 9/13/2022

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 4.84 acres in size. The intent is to build a daycare facility on the site.

Site Information

The parcel proposed to be rezoned currently has a home that will be demolished for the new daycare site. Access will be provided by Doby's Bridge Road. The property is located directly behind Indian Land Elementary School.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by LDR and INS zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Residential
South	Lancaster County	INS	Indian Land Elementary School
East	Lancaster County	INS	Indian Land Elementary School
West	Lancaster County	LDR	Residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the 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 INS

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

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the LDR and INS Districts. The surrounding uses are primarily institutional and residential in nature (elementary school, single-family, and mobile homes).

Non-Conformance Status

The properties use is currently residential in nature. If the rezoning were to be approved (changing the zoning district to Institutional) the home on the property would become legal non-conforming if it remains on the site as a residence. This legal non-conforming status means that no major changes can occur to the residence further expanding its non-conformance. Also, any new business moving on to the property will be required to improve the site and building to meet current UDO and Building Code standards.

RELATIONSHIP TO PUBLIC PLANS

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 requested INS 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

The Applicant will need to conduct an analysis of trip generation using the most current versions of the ITE Trip Generation Informational Report to prove to us that less than 50 Peak Hour trips will be generated for their proposed use at full buildout. This report must be sealed and stamped by a licensed traffic engineer. If the report has more than 50 trips, a TIA will be required. (UDO Section 6.8)

Public Utilities

Lancaster County Water and Sewer District may require an off-site waterline extension. There is currently no sewer access at the site. Septic is the most feasible route.

Public Schools

There are no capacity concerns for the schools within this area pertaining to this change.

Public Meetings

The applicants are hosting a public meeting to engage with the public on 9/19/2022.

Public Concern

I did receive a call from a neighboring resident to the property stating their concerns for the traffic and potential accidents that could be caused by a daycare being built at the proposed site.

PHOTOS OF PROJECT AREA:



Aerial view of the subject parcel shown in the photo above



Facing East on Doby's Bridge Road



Facing Out of Subject Parcel on Doby's Bridge Road



Facing West on Doby's Bridge Road

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 4.84 acres (TM # 0013-00-024.00) from Low Density Residential (LDR) District to Institutional (INS) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0013-00-024.00;
2. That the subject property is currently zoned LDR District and proposed to be rezoned INS 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 INS District is generally consistent with the surrounding area which is comprised of INS and LDR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

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 4263 Doby's Bridge Road

City Fort Mill State SC Zip 29707 Tax Parcel ID 0013-00-024.00

Current Zoning LDR Current Use Single-family residence

Proposed Zoning INS Total Acres 4.84

Project Description The applicant proposes rezoning this property to construct a day care. Future development may include compatible, permitted commercial uses. LCWSD confirmed water is available for this site. Sewer is not currently available, so the site will likely require a septic system.

Surrounding Property Description This property is next to Indian Land Elementary School, which is zoned INS. Other surrounding property is zoned LDR and contains single-family homes or mobile homes.

CONTACT INFORMATION

Applicant Name Kings Mountain Self-Storage, LLC (Jim Kittridge)

Address 3111 Cremer Pond Drive

City Charlotte State NC Zip 28205 Phone 704-648-8247

Fax _____ Email kbrown150@gmail.com, jim@rothcapital.com, emily@emilybrownlaw.com

Property Owner Name Kings Mountain Self-Storage, LLC

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.



_____ 8/3/2022

Applicant Date



_____ 8/3/2022

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**

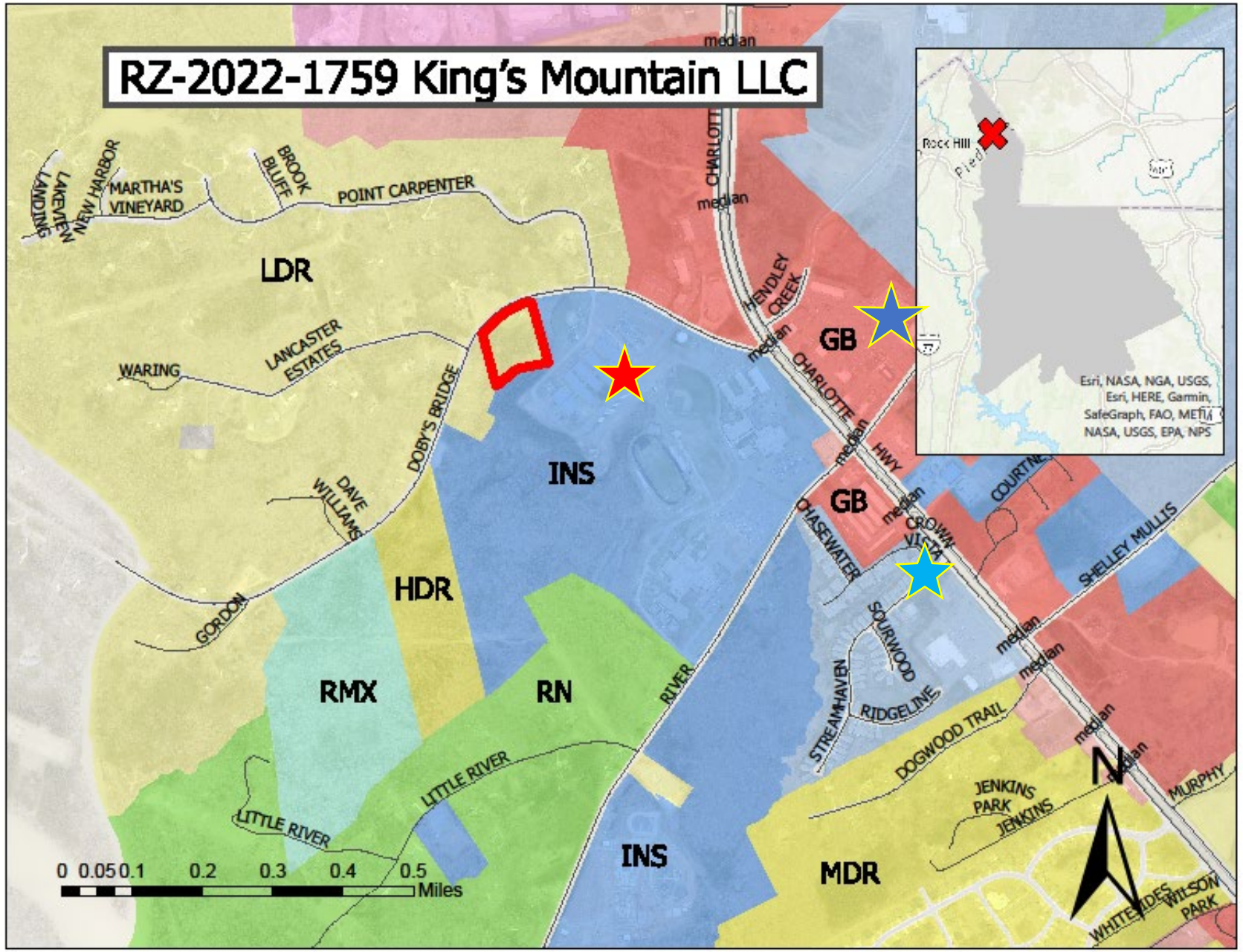
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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



Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to INS

Legend:

- Subject Property
- Publix at Cross Creek
- Indian Land Elementary
- Cobblestone Subdivision



GRAPHIC SCALE

0 20' 40' 80'

(IN FEET)

HORIZONTAL 1 inch = 40 ft.

SITE INFORMATION

PARCEL ID: 0013-00-024
SITE ADDRESS: 4263 DOBYS BRIDGE RD
FORT MILL, SC 29707
CURRENT ZONING: LDR
PROPOSED ZONING: INS
TOTAL SITE AREA: 4.84 AC
PROPOSED DAYCARE FACILITY

DEVELOPER

TBD

DESIGNER:

GATEWAY DESIGN GROUP, PLLC
JOSH BUTLER, P.E.
910-840-2661
15126 CASTLEBRIDGE LANE
MATTHEWS, NC 28104
josh@gatewaydesigngroup.com

SITE DATA

FRONT SETBACK: 40 FT
SIDE SETBACK: 35 FT
REAR SETBACK: 35 FT

WATERSHED DATA

THIS PROPERTY IS NOT LOCATED WITHIN A WATERSHED.

FLOOD DATA

THIS PROPERTY LIES WITHIN ZONE AE, PER FIRM COMMUNITY MAP 45057C0078E EFFECTIVE 05/16/2017.

LANDSCAPING

LANDSCAPING SHALL COMPLY WITH ALL LANCASTER COUNTY STANDARDS PER UDO.

IMPERVIOUS

ALLOWABLE IMPERVIOUS = 70%
PROVIDED IMPERVIOUS = 20%

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GATEWAY DESIGN GROUP, PLLC
15126 CASTLEBRIDGE LANE MATTHEWS, NC 28104
910-840-2661
NC FIRM # P-2147

PRELIMINARY
NOT FOR CONSTRUCTION

4263 DOBYS BRIDGE RD

PROJECT ADDRESS: 4263 Dobys Bridge Road Fort Mill, SC 29707

NO.	BY	DATE	REVISION

PROJECT #: 2021-082 DATE: 1/11/2022
DRAWN BY: JB CHECKED BY: JB

TITLE

REZONING PLAN

SHEET NO.

RZ-1

C:\GDG\Projects\2021\2021-082 - 4263 Dobys Bridge Rd\CADD\References\x-layout-doby.dwg JOSHW