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

County Administrator
Dennis Marstall

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

September 12, 2022 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Brian Carnes**
4. **Approval of the Agenda**

   [deletion and additions of non-substantive matter]
5. **Special Presentations**
   - **a.** Recognition of Responders for the Cave Rescue - Presented by Dennis Marstall, County Administrator
   - **b.** Recognition of Employee of the Quarter - 2022 - 2nd Quarter - Presented by County Administrator Dennis Marstall
   - **c.** Presentation on County GIS Public Data - Presented by Jim Kiley
6. **Citizens Comments**

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

   [Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]
   - **a.** Approval of Minutes from the August 10, 2022 County Council Committee Of The Whole Meeting
   - **b.** Approval of Minutes from the August 22, 2022 County Council Regular Meeting
   - **c.** 3rd Reading of Ordinance 2022-1810 regarding Rezoning Property Located at 7984 Taxahaw Road from

Rural Business District, RUB, to Agricultural Residential District, AR (Applicant Nathaniel B. Purser)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone One (1) Acre Of Property (TMS# 0093-00-004.04), Located At 7984 Taxahaw Road, From RUB, Rural Business District, To AR, Agricultural Residential District. ***- Planning Department Case Number: RZ-2022-0672. The Planning Commission recommended approval by a vote of 4-2 and the Planning staff also recommended approval of the rezoning request. Passed 7-0 at the August 8, 2022 County Council Meeting. Passed 7-0 at the August 22, 2022 County Council Meeting. - Rox Burhans***

d. 3rd Reading of Ordinance 2022-1817 regarding Rezoning Property from Manufactured Housing District, MH, to Low Density Residential District, LDR, to Allow the Parcel to Be Conjoined with Adjacent Homesite at 1628 John Truesdale Road (Applicant LaVern and Lina Hovey)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 0.67 Acres, A Portion Of Property On John Truesdale Road (TM# 0060-00-092.04) From Manufactured Housing (MH) To Low Density Residential (LDR) District, To Allow The Parcel To Be Conjoined With Adjacent Homesite At 1628 John Truesdale Road (TM# 0060-00-092.00). ***- Planning Department Case Number: RZ-2022-1329. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. Passed 7-0 at the August 8, 2022 County Council Meeting. Passed 7-0 at the August 22, 2022 County Council Meeting. - Rox Burhans***

8. Non-Consent Agenda

a. Resolution 1218-R2022 regarding Accepting Donated Property from Lennar Carolinas, LLC

Resolution Title: A Resolution Approving Acceptance Of A Donated 1.745 Parcel Of Property Located On Van Wyck Road (A Portion Of TMS 0022-00-007.00) From Lennar Carolinas LLC, For Public Safety Use. ***- John DuBose***

b. 1st Reading of Ordinance 2022-1823 regarding Amending the Fiscal Year 2022-2023 Budget

Ordinance Title: An Ordinance To Amend Ordinance No. 2022-1803, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2022 And Ending June 30, 2023 (FY 2022-2023), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. ***- Kim Belk***

c. 3rd Reading of Ordinance 2022-1819 regarding Rezoning Property from Regional Business District, RB, to Mixed Use District, MX (Applicant Redstone Investors, LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 25.79 Acres (TM#s 0008-00-015.00, 0005-00-0106.06, 0005-00-0106.05 and p/o 0005-00-0106.04) From Regional Business (RB) District To Mixed Use (MX) District. ***- Planning Department Case Number: RZ-2021-1650. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. Passed 6-1 at the August 8, 2022 County Council Meeting (Opposed Allen Blackmon). Passed 6-1 at the August 22, 2022 County Council Meeting (Opposed Allen Blackmon). - Rox Burhans***

d. 3rd Reading of Ordinance 2022-1820 regarding Approval of a Master Development Plan and Preliminary Plat for Redstone Phase II (Applicant Redstone Investors, LLC)

Ordinance Title: An Ordinance To Approve The Master Development Plan And Preliminary Plat Submission Of Redstone Investors, LLC, For A Proposed 370-Unit Residential Community (Townhomes/Multifamily Apartments At 14 Dwelling Units Per Acre), 24,000 Square Feet Of Commercial Non-Residential Development, And One Commercial Outparcel. (TMS# 0008-00-015.00, 0005-00-0106.06, 0005-00-0106.05 And P/O 0005-00-0106.04). ***- Planning Department Case Number: MX-2021-1650. The Planning Commission recommended approval by a vote of 5-1 and the Planning staff also recommended approval of the request. Passed 6-1 at the August 8, 2022 County Council Meeting (Opposed Allen Blackmon). Passed 6-1 at the August 22, 2022 County Council Meeting (Opposed Allen Blackmon). - Rox Burhans***

e. 3rd Reading of Ordinance 2022-1821 regarding Approval of a Development Agreement with Redstone Investors, LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Redstone Investors, LLC, In Accordance With Unified Development Ordinance Section 9.2.18 For A Proposed 370-Unit (14.3 Du/Acre) Townhome/Multifamily Apartment Community, 24,000 Square Foot Nonresidential

Development, And One Commercial Outparcel Located On Approximately 25.79 Acres Of Land. ***- Planning Department Case Number: DA-2021-1650. The Planning Commission recommended disapproval by a vote of 3-3; however, the Planning staff recommended approval of the Development Agreement. Passed 6-1 at the August 8, 2022 County Council Meeting (Opposed Allen Blackmon). Passed 6-1 at the August 22, 2022 County Council Meeting (Opposed Allen Blackmon). - Rox Burhans***

f. Public Hearing and 2nd Reading of Ordinance 2022-1813 regarding Rezoning Property for Five Parcels Located At and Adjacent to 9224 Tadlock Drive from Neighborhood Business (NB) and General Business (GB) to Regional Business (RB) (Applicant Two Capital Partners)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Five (5) Parcels Comprising Approximately 50.77 Acres Located At And Adjacent To 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) From Neighborhood Business (NB) District And General Business (GB) District To Regional Business (RB) District. ***- Planning Department Case Number: RZ-2021-2803. The Planning Commission recommended conditional approval by a vote of 3-2 and the Planning staff also recommended approval of the rezoning request. Passed 5-2 at the August 8, 2022 County Council Meeting (Opposed Allen Blackmon and Terry Graham). - Rox Burhans***

g. Public Hearing and 2nd Reading of Ordinance 2022-1814 regarding Approval of a Development Agreement for Two Capital Partners

Ordinance Title: An Ordinance To Approve A Development Agreement With Two Capital Partners In Accordance With Unified Development Ordinance Section 9.2.18 For A Proposed 238-Unit Multifamily Apartment Community With Commercial Outparcels. ***- Planning Department Case Number: DA-2021-2803. The Planning Commission recommended approval by a vote of 3-2 and the Planning staff also recommended approval of the Development Agreement. Passed 5-2 at the August 8, 2022 County Council Meeting (Opposed Allen Blackmon and Terry Graham). - Rox Burhans***

h. 1st Reading of Ordinance 2022-1811 regarding the Interim Unified Development Ordinance (UDO))

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") To Create Three Flexible Zoning Districts (FR, FNR, FMU), To Convert Existing Mixed-Use Districts (UR, HDR, RMX, MX, IMX) To Legacy Districts, And The Limit Application Of The Cluster Subdivision Overlay District (CSO) To Those Properties Zoned Medium Density Residential (MDR) On The Effective Date Of This Ordinance. ***- Planning Department Case Number: UDO-TA-2021-2980. The Planning Commission recommended approval by a vote of 5-1 and the Planning staff also recommended approval.- Rox Burhans***

i. Public Hearing and 1st Reading of Ordinance 2022-1822 regarding Rezoning Property from Low Density Residential (LDR) to Medium Density Residential (MDR) (Applicant Century Communities)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone 19.39 Acres Located At Williamson Farm Lane 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) District To Medium Density Residential (MDR). ***- Planning Department Case Number: RZ-2022-0733. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. - Rox Burhans***

9. Discussion and Action Items

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

11. Miscellaneous Reports and Correspondence

12. Executive Session

[motions from Members may follow]

a. Three Items (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. Three Economic Development Discussions: Rico Industries, Adornus, and CompuCom. SC Code 30-4-70(a)(5)

13. Adjournment

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

Meetings are live streamed and can be found by using the following link: https://mylancastersc.org/government/lancaster_county_council/County_Council_Meetings.php

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Dennis Marstall / Administration
Department: Administration
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
On August 13, 2022, Flat Creek Fire Department responded to a call at Forty Acre Rock for a child stuck in a cave. Other Emergency Operations Center staff and daytime firefighters responded, as well as EMS.

At the scene, crews established a game plan to retrieve the 8 year old that was trapped in the cave. After safety measures were established, Gillis Robinson entered the cave to extract the victim. He crawled over 50 feet to reach the child and helped him remain calm while removing dirt and debris from around him so that he could free him from the rock.

Points to Consider:
Lancaster County wants to recognize all personnel that helped in this intense and complicated rescue and highlight the value of the multi-faceted first responder training.

Funding and Liability Factors:
There are no funding or liability issues regarding this event.

Council Options:
This item is for information only for Council and citizens.

Recommendation:
This item is for information only for Council and citizens.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Dennis Marstall / Administration
Department: Administration
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
There were 11 employees nominated for Employee of the Quarter for the Second Quarter of 2022. The winner was selected by the Safety Committee.

Points to Consider:
The nomination form for the Employee of the Quarter will be read at the Council meeting.

Funding and Liability Factors:
The Employee of the Quarter receives $40.00 and a certificate.

Council Options:
This item in informational only for Council and citizens.

Recommendation:
This item is informational only for Council and citizens.

Agenda Item Summary

Ordinance # / Resolution #: Previous Ordinance 2022-1803
Contact Person / Sponsor: Jim Kiley / GIS
Department: Administration
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Presentation on the County's GIS data download capabilities and current demands on GIS staff for public information and commercial usage,.

The presentation will highlight what County GIS data is presently available to the public and future expansion of the GIS public data capabilities. Discussion will include review of existing and approved Schedule of Taxes, Fees, and Charges (Attachment to ordinance 2022-1803). Highlights will include:

1. Current GIS capabilities and expanded QPublic Data

2 How surrounding SC counties are using GIS data downloads

3. How current fees are being implemented.

Points to Consider:
Citizens are presently able to download County GIS through the web portal and have little need to download GIS data.

Citizens don't have computer software that requires the GIS data. The bulk of users that download GIS data are/will be commercial users having development work in Lancaster County.

Discussion will include how GIS is currently being utilized and the role of the fee structure in providing GIS data.

Funding and Liability Factors:
With the limited implementation of user fees for GIS services, consideration should be given to the monetary value the public and County Council places on GIS data. The data could be a larger revenue source for the County, but has to be balanced with how GIS is evaluated in context of other fees charged for County information.

Council Options:
This is for informational purposes only.

Recommendation:
This is for informational purposes for Council to better understand GIS as a county service and to receive input on how the County Council views monetizing this GIS service.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Donna Greene / Deputy Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Approve or amend the minutes from the August 10, 2022 Committee Of The Whole meeting.

Points to Consider:
The draft minutes from the August 10, 2022 Committee Of The Whole meeting are attached for Council's review and consideration.

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

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 8-10-2022 Committee of the Whole Meeting	9/8/2022	Backup Material

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

Lancaster County
South Carolina

County Administrator
Dennis Marstall

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

August 10, 2022 | **4:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

Council Members Present: Allen Blackmon, Brian Carnes *(arrived at approximately 4:11 p.m.)*, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff, and Billy Mosteller.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; Donna Greene, Deputy Clerk to Council; John Bodner, Assistant County Administrator; Rox Burhans, Development Services Director; Jeff Catoe, Public Services Director; Sheriff Barry Faile; Doug Barfield, Public Information Officer for Sheriff's Office; Darren Player, Emergency Management/Fire Rescue Director; Stuart Barfield, Chief of Operations, Planning & Implementation/Emergency Management; Clay Catoe, Emergency Medical Services Director; Shannon Catoe, Zoning Official; Mandy Catoe, Keep Lancaster County Beautiful Staff Liaison; the press; various Department Heads; various employees and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order - Chairman Steve Harper

Chairman Steve Harper called the Committee of the Whole meeting to order at approximately 4:00 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Billy Mosteller

Billy Mosteller led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of Agenda

Larry Honeycutt moved to approve the agenda as submitted. Seconded by Charlene McGriff. Motion Passed 6-0; Absent: Carnes

Citizens Comments

The following citizens signed up for Citizens Comments: None.

The following citizens submitted electronic, written comments for Citizens Comments: None.

Discussion and Action Items

Discussion of Proposed Ordinance regarding Trespassing on County Property - Sheriff Barry Faile

Sheriff Barry Faile stated that guidance is needed when dealing with trespassing and with Parks and Recreation disorderly patrons. Doug Barfield explained that the trespassing statute referred to property of another as private. He explained there were specific statutes for school district property and Public Housing Authority property but nothing pertaining to keeping the public off county-owned property. There were discussions on creating an ordinance or posting the property with Parks & Recreation Department rules of operation, stating open/closed hours with violations. John DuBose stated there was an option of creating a County Ordinance dealing with offenders at the Magistrate level. Steve Harper asked that the County check with other counties to see how they handle their public properties.

DRAFT

Countywide Inventory of Nuisance Conditions - Rox Burhans/Shannon Catoe

Rox Burhans and Shannon Catoe reviewed the County power point presentation regarding nuisance conditions in Lancaster County. The County power point is attached to the written minutes in the Clerk to Council's office.

Shannon Catoe stated that the Zoning Department needs direction on how to use County resources for residential code enforcement. She reviewed the County Code Enforcement Department's work regarding nuisance conditions, which involve properties containing trash and similar debris, unfit/unsafe houses, and inoperable vehicles. She stated County Code Enforcement staff along with support from Public Works staff undertook a countywide inventory of nuisance properties. She explained with the support of County GIS staff, this information is organized into a consolidated map, with over 650 identified properties. She thanked County Council for the tool to remove derelict vehicles from properties. She stated to date, the Zoning office has had five (5) vehicles towed and 26 vehicles where the owners complied with the ordinance and removed the vehicles from the property. She continued that Zoning has had six (6) unfit/unsafe houses demolished by the owner. She stated there were currently 190 unfit/unsafe houses and Council may need to look at upgrading the abatement ordinance. She reviewed the current tools Zoning uses to get these nuisance conditions corrected. She stated Zoning staff needed Council's input into proactively addressing such a large inventory of nuisance properties. She reviewed what actions surrounding counties were taking to correct their nuisance properties.

Discussion of Structure for Fire and Rescue Services - Dennis Marstall / Administration

Dennis Marstall stated that Lancaster County is looking at the future structure of the fire and rescue services. He stated Council needs to look at the fire service in a growing community. He continued that this subject would be an ongoing item for the next 6 to 8 months.

Stuart Barfield reviewed the County power point presentation regarding the future of the Fire Rescue Service. The presentation is attached to the written minutes in the Clerk to Council's office. He explained the duties of Emergency Management and the duties of Fire Rescue and how they work together.

Darren Player explained the current County Code of Ordinances has 911 Communications under Emergency Preparedness. He explained the need for 911 Communications having its own ordinance. He continued that State statutes and codes of regulation deal with Emergency Management and the Lancaster County ordinance needs to be addressed as soon as possible. He stated Indian Land and Pleasant Valley Fee District Boards support and have submitted letters to Council on merging the two (2) fire departments and Fee Boards. He continued that both fire departments were operating at a deficit in their budgets. He stated they have reserves but they will not last and sustain for over two (2) years.

Brian Carnes stated that he was involved since Fee Boards were established and he knew fees were a start but millage would be the way to continue because debt millage would pay for apparatus. Darren Player mentioned that FILOT agreements need to be considered as a possible income source since Pleasant Valley has a number of those agreements.

There were discussions on unwinding the special tax districts which Mike Eye helped create, impact fees, whether there would be a different millage for different parts of the County, phasing in paid firefighters, and appreciating our volunteers through stipends. Darren Player reminded Council that a volunteer may earn up to $6,400 a year in stipends.

Dennis Marstall stated next conversations would be information on unwinding the special tax districts and the merger of Pleasant Valley and Indian Land.

DRAFT

Discussion of Ordinance 2022-1811 regarding the Interim Unified Development Ordinance (UDO) - Dennis Marstall/Rox Burhans/John DuBose

Rox Burhans reviewed the interim Unified Development Ordinance (UDO) via the County power point presentation, which is attached to the written minutes in the Clerk To Council's office. He stated there would be three (3) new flexible zoning districts. He stated this ordinance would convert five (5) existing Mixed Used (MX) districts to legacy districts. He also stated there would be changes to the cluster subdivision ordinance. He discussed the process and whether the ordinance should come to the Committee of the Whole before the Planning Commission. Terry Graham stated he was totally opposed to developers presenting projects to Council before the Planning Commission. Rox Burhans discussed the need for the interim UDO; discussed flexible zoning; and discussed involvement of Council. There were discussions on setbacks and spot zoning.

Dennis Marstall stated that the County would poll Councilmembers regarding a possible Special Meeting to further discuss the Interim UDO.

Adjournment

Larry Honeycutt moved to adjourn. Seconded by Charlene McGriff. Motion Passed 7-0.

There being no further business, the Committee of the Whole meeting adjourned at approximately 6:59 p.m.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Donna Greene / Deputy Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Approve or amend the minutes from the August 22, 2022, County Council regular meeting.

Points to Consider:
The draft minutes from the August 22, 2022, County Council regular meeting are attached for Council's review and consideration.

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

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 8-22-2022 County Council Regular Meeting	9/8/2022	Backup Material

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

County Administrator
Dennis Marstall

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

August 22, 2022 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

Council Members Present: Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff, and Billy Mosteller.

Staff Members/Others present: Dennis Marstall, County Administrator; John DuBose, County Attorney; Sherrie Simpson, Clerk to Council; John Bodner, Assistant County Administrator; Veronica Thompson, Financial Services Director; Jeff Catoe, Public Services Director; Ashley Davis, Senior Planner; the press; various Department Heads; various employees and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Allen Blackmon

Allen Blackmon led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Charlene McGriff moved to approve the agenda as submitted. Seconded by Larry Honeycutt. Motion Passed 7-0.

Special Presentations

Jeff Catoe introduced Phil Leazer, with KCI Technologies. Mr. Leazer reviewed the County power point presentation for the Traffic Calming study. The presentation is attached to the written minutes in the Clerk to Council's office.

There were discussions on costs associated with traffic calming devices. Jeff Catoe stated the County has budgeted to do five (5) per year and already has one applicant for this year. Dennis Marstall stated the budget includes funding to do 4 to 5 per year. He stated Public Works would review the requests as they are received.

Citizens Comments

The following citizens signed up for Citizens Comments:

Haines Maxwell, Indian Land, SC spoke about "Barn Brothers" ministry and zoning issues with their meeting place.

Tindall Yarborough, Lancaster, SC spoke about the City of Lancaster's downtown area.

Alan Patterson, 206 Nivens Road, Van Wyck, SC spoke in support of traffic calming program on Niven Road.

Jose Luis, Indian Land, SC spoke against development and rezoning approvals for Redstone Development.

Walter Alexander, Lancaster, SC spoke against fugitive dust on Airdale and Assension Roads. He asked that all dirt and gravel roads be paved in Lancaster county.

The following citizens submitted electronic, written comments for Citizens Comments: None.

DRAFT

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **7a., 7b., 7c., 7d.** and **7e**. [which are the same as Item **a**., Item **b**., Item **c**., Item **d**. and Item **e**. listed below]. Seconded by Larry Honeycutt. Motion Passed 7-0.

a. **Approval of Minutes from the July 20, 2022 County Council Committee Of The Whole Meeting**

b. **Approval of Minutes from the August 8, 2022 County Council Regular Meeting**

c. **3rd Reading of Ordinance 2022-1815 regarding Rezoning Property for Five Parcels from General Business District (GB) and Light Industrial District (LI) to Institutional District (INS) for the Purpose of Building a new Detention Center**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Five (5) Parcels Totaling Approximately 63.8 Acres Located At 1578, 1586, 1592, 1604 & 1656 Pageland Highway (TM#s 0068l-0F-011.00, 0068l-0F-013.00, 0068l-0F-015.00, 0068l-0F-016.00 & A Portion Of 0069-00-045.00) From General Business District (GB) And Light Industrial District (LI) To Institutional District (INS). - ***Planning Department Case Number: RZ-2022-0978.***

d. **2nd Reading of Ordinance 2022-1810 regarding Rezoning Property Located at 7984 Taxahaw Road from Rural Business District, RUB, to Agricultural Residential District, AR (Applicant Nathaniel B. Purser)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone One (1) Acre Of Property (TMS# 0093-00-004.04), Located At 7984 Taxahaw Road, From RUB, Rural Business District, To AR, Agricultural Residential District. - ***Planning Department Case Number: RZ-2022-0672.***

e. **2nd Reading of Ordinance 2022-1817 regarding Rezoning Property from Manufactured Housing District, MH, to Low Density Residential District, LDR, to Allow the Parcel to Be Conjoined with Adjacent Homesite at 1628 John Truesdale Road (Applicant LaVern and Lina Hovey)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 0.67 Acres, A Portion Of Property On John Truesdale Road (TM# 0060-00-092.04) From Manufactured Housing (MH) To Low Density Residential (LDR) District, To Allow The Parcel To Be Conjoined With Adjacent Homesite At 1628 John Truesdale Road (TM# 0060-00-092.00). - ***Planning Department Case Number: RZ-2022-1329.***

Non-Consent Agenda

Resolution 1210-R2022 regarding Approving the Annual Assessment Roll for the Edgewater Improvement District

Resolution Title: Approving The Updated 2022 Assessment Roll For The Edgewater Improvement District, Lancaster County, South Carolina.

Charlene McGriff moved to approve. Seconded by Brian Carnes.

Veronica Thompson stated this was Council's annual action that would approve all six (6) of the assessment districts. She stated the County was not obligated, they just act as the agent to make sure trustees receive the funds. She explained there were 700 parcels and the revenue requirement was $330,000. She stated the assessments average between $324 up to $1,427, depending on proximity to lake. Terry Graham asked as Edgewater gets built out, will the assessments go down. Veronica explained each parcel is assigned a certain amount and until the property is sold, the developer pays the assessment.

Motion to approve Resolution 1210-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

Resolution 1211-R2022 regarding Approving the Annual Assessment Roll for the Edgewater II Improvement District

Resolution Title: Approving The Updated 2022 Assessment Roll For The Edgewater II Improvement District, Lancaster County, South Carolina.

Charlene McGriff moved to approve. Seconded by Billy Mosteller.

Veronica Thompson explained there were no parcels owned by third party holders, therefore, there were no assessments. She stated that they anticipate assessments for next year as they sell parcels.

Motion to approve Resolution 1211-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

Resolution 1212-R2022 regarding Approving the Annual Assessment Roll for the Sun City Carolina Lakes Improvement District

Resolution Title: Approving The Updated 2022 Assessment Roll For The Sun City Carolina Lakes Improvement District, Lancaster County, South Carolina.

Allen Blackmon moved to approve. Seconded by Charlene McGriff.

DRAFT

Veronica Thompson explained there were 3,160 parcels and the revenue requirement was $980,000. She stated that the annual assessments would be $310.13 per parcel.

Motion to approve Resolution 1212-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

Resolution 1213-R2022 regarding Approving the Annual Assessment Roll For Bond Area 1 Of The Walnut Creek Improvement District

Resolution Title: Approving The Updated 2022 Assessment Roll For Bond Area 1 Of The Walnut Creek Improvement District, Lancaster County, South Carolina.

Larry Honeycutt moved to approve. Seconded by Charlene McGriff.

Veronica Thompson explained there were 840 parcels and the revenue requirement was $660,000. She stated the assessments were $785.71 per parcel.

Motion to approve Resolution 1213-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

Resolution 1214-R2022 regarding Approving the Annual Assessment Roll For Bond Area 2 Of The Walnut Creek Improvement District

Resolution Title: Approving The Updated 2022 Assessment Roll For Bond Area 2 Of The Walnut Creek Improvement District, Lancaster County, South Carolina.

Charlene McGriff moved to approve. Seconded by Billy Mosteller.

Veronica Thompson stated the revenue requirement was $842,640.68 and the assessments would average between $564.89 and $1,192.42, depending on whether property was single family home or townhome.

Motion to approve Resolution 1214-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

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Resolution 1215-R2022 regarding Approving the Annual Assessment Roll For Bond Area 3 Of The Walnut Creek Improvement District

Resolution Title: Approving The Updated 2022 Assessment Roll For Bond Area 3 Of The Walnut Creek Improvement District, Lancaster County, South Carolina.

Brian Carnes moved to approve. Seconded by Allen Blackmon.

Veronica Thompson stated the revenue requirement was $609,754.96 and the assessments would be $1,141.86 per parcel.

Motion to approve Resolution 1215-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

Resolution 1216-R2022 regarding the Levy and Collection of Debt Service Millage in Reid Pointe

Resolution Title: A Resolution Authorizing The Levy And Collection Of Debt Service Millage In The Reid Pointe Special Tax District

Terry Graham moved to approve. Seconded by Charlene McGriff.

Veronica Thompson stated the Reid Pointe Special Tax District would be based on a millage rate of 35 mils. She

explained a home valued at $209,645 would have a tax of $293.65 and a home valued at $259,300 would have a tax of $362.95. There was discussion on anticipation notes, short term bonds versus long term debt.

Motion to approve Resolution 1216-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

Resolution 1217-R2022 regarding Authorization for the Issuance and Sale of General Obligation Bonds for Reid Pointe Special Tax District

Resolution Title: A Resolution To Authorize The Issuance And Sale Of A Not To Exceed $650,000 General Obligation Bond Anticipation Note, Series 2022, Of Lancaster County, South Carolina, Or Such Other Appropriate Series Designation (Reid Pointe Special Tax District); To Provide For The Payment Of The Note And The Disposition Of The Proceeds Thereof; And Other Matters Relating Thereto.

Larry Honeycutt moved to approve. Seconded by Brian Carnes.

John DuBose stated this would authorize the issuance and sale of bonds for Reid Pointe Special Tax District for one (1) year.

Motion to approve Resolution 1217-R2022 Passed 7-0. Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: None

3rd Reading of Ordinance 2022-1816 regarding Rezoning Property Located at 7580 Charlotte Highway from Neighborhood Business District (NB) to General Business District (GB) to Allow Potential Tenants of the Existing Shopping Center Use/Sale of Alcohol, Beer, Craft Beer and Wine (Applicant Michelle Sharp on Behalf of Owner R.B. Grisham/Grisham Family LLC)

Ordinance Title: An Ordinance T o Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 1.863 Acres At 7580 Charlotte Highway (TMS# 0016-00-027.01) From Neighborhood Business (NB) District To General Business (GB) District. - ***Planning Department Case Number: RZ-2022-0812.***

Charlene McGriff moved to approve. Seconded by Billy Mosteller.

Ashley Davis stated there was nothing new to add to this request.

Motion to approve 3rd Reading of Ordinance 2022-1816 Passed 5-2. Ayes: Blackmon, Harper, Honeycutt, McGriff, Mosteller; Nayes: Carnes, Graham

2nd Reading of Ordinance 2022-1819 regarding Rezoning Property from Regional Business District, RB, to Mixed Use District, MX (Applicant Redstone Investors, LLC)

Ordinance Title: An Ordinance T o Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 25.79 Acres (TM#s 0008-00-015.00, 0005-00-0106.06, 0005-00-0106.05 and p/o 0005-00-0106.04) From Regional Business (RB) District To Mixed Use (MX) District. - ***Planning Department Case Number: RZ-2021-1650.***

Larry Honeycutt moved to approve. Seconded by Billy Mosteller.

Ashley Davis stated there was no new information on this request. She stated there would be more information under the Master Development Plan. Allen Blackmon asked about the townhomes being placed behind the Farm Haus restaurant. Ashley stated they meet the ordinance as written. She stated there was no buffering required when moving from Regional Business District to Mixed Use District. Mike Bilodeau addressed the questions from Council. He stated the townhomes near Farm Haus restaurant would have sound proof windows. He stated there were set back requirements for townhomes. Allen Blackmon stated the first phase is good but discussed location of retail for layout for phase 2. There were discussions concerning parking and fencing around Phase 2 and an extensive buffer for Blackhorse Run. Brian Carnes asked about the Traffic Impact Analysis. Mr. Bilodeau stated there would be less traffic now than with the retail project.

DRAFT

Motion to approve 2nd Reading of Ordinance 2022-1819 Passed 6-1. Ayes: Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: Blackmon

2nd Reading of Ordinance 2022-1820 regarding Approval of a Master Development Plan and Preliminary Plat for Redstone Phase II (Applicant Redstone Investors, LLC)

Ordinance Title: An Ordinance To Approve The Master Development Plan And Preliminary Plat Submission Of Redstone Investors, LLC, For A Proposed 370-Unit Residential Community (Townhomes/Multifamily Apartments At 14 Dwelling Units Per Acre), 24,000 Square Feet Of Commercial Non-Residential Development, And One Commercial Outparcel. (TMS# 0008-00-015.00, 0005-00-0106.06, 0005-00-0106.05 And P/O 0005-00-0106.04). - ***Planning Department Case Number: MX-2021-1650.***

Larry Honeycutt moved to approve. Seconded by Charlene McGriff.

Ashley Davis updated Council on the conceptual Master Plan of 350 garden apartments, 20 townhomes, 20,000 square feet of commercial, 1 mixed use building, 1 commercial outparcel and 3 acres of open space. She continued they have added buffering and fencing and increased buffering substantially. She stated the minor plat creating the phase 2 subject property will be completed prior to the 3rd reading.

Motion to approve 2nd Reading of Ordinance 2022-1820 Passed 6-1. Ayes: Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: Blackmon

2nd Reading of Ordinance 2022-1821 regarding Approval of a Development Agreement with Redstone Investors, LLC

Ordinance Title: An Ordinance To Approve A Development Agreement With Redstone Investors, LLC, In Accordance With Unified Development Ordinance Section 9.2.18 For A Proposed 370-Unit (14.3 Du/Acre) Townhome/Multifamily Apartment Community, 24,000 Square Foot Nonresidential Development, And One Commercial Outparcel Located On Approximately 25.79 Acres Of Land. - ***Planning Department Case Number: DA-2021-1650.***

Billy Mosteller moved to approve. Seconded by Charlene McGriff.

Brian Carnes made a motion to amend Exhibit 1 to Ordinance 2022-1821 by submitting the new language for sections 4.01D and 4.01E as set forth in the agenda package attachment and by substituting the new Exhibit B-1 attached to the agenda package. Seconded by Charlene McGriff. John DuBose stated the amendment was at the request from Council's last meeting. Terry Graham made a motion to amend the language from Indian Land to Panhandle area in Exhibit B-1. Seconded by Billy Mosteller. The motion to amend passed 7-0. Brian Carnes withdrew his motion based on new language. Charlene McGriff withdrew the second.

Motion to approve 2nd Reading of Ordinance 2022-1821 as amended Passed 6-1. Ayes: Carnes, Graham, Harper, Honeycutt, McGriff, Mosteller; Nayes: Blackmon

Discussion and Action Items

Public Comment on the Edward Byrne Justice Assistance Grant (JAG) for 2022 - Sheriff Barry Faile

Dennis Marstall stated the Sheriff's Office is seeking a grant in the amount of $23,673. He stated it is a 100% grant with no match.

Steve Harper opened for Public Comment on the Edward Byrne Justice Assistance Grant for 2022 at approximately 7:26 p.m.

The following speakers came forward to make comments or sent in written comments regarding the Grant:

DRAFT

Tindall Yarborough, Lancaster, SC spoke that the public needs more input, supports the Sheriff's Office, and would like to know what grants are available for rehabilitation of criminals and assistance in preventing crime.

Steve Harper closed the Public Comment at approximately 7:30 p.m.

Status of items tabled, recommitted, deferred or held

a. HELD - 2nd Reading of Ordinance 2022-1813 regarding Rezoning Property for Five Parcels Located At and Adjacent to 9224 Tadlock Drive from Neighborhood Business (NB) and General Business (GB) to Regional Business (RB) (Applicant Two Capital Partners)

   Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Five (5) Parcels Comprising Approximately 50.77 Acres Located At And Adjacent To 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) From Neighborhood Business (NB) District And General Business (GB) District To Regional Business (RB) District. ***- Planning Department Case Number: RZ-2021-2803.***

b. HELD - 2nd Reading of Ordinance 2022-1814 regarding Approval of a Development Agreement for Two Capital Partners

   Ordinance Title: An Ordinance To Approve A Development Agreement With Two Capital Partners In Accordance With Unified Development Ordinance Section 9.2.18 For A Proposed 238-Unit Multifamily Apartment Community With Commercial Outparcels. ***- Planning Department Case Number: DA-2021-2803.***

There were no discussions regarding the status of items tabled, recommitted, deferred or held.

Miscellaneous Reports and Correspondence

There were no Miscellaneous Reports and Correspondence to discuss during the Council meeting.

Executive Session

There was no Executive Session held during the Council meeting.

Adjournment

Larry Honeycutt moved to adjourn. Seconded by Terry Graham. Motion Passed 7-0.

There being no further business, the regular meeting of County Council adjourned at approximately 7:31 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1810 / Planning Case Number: RZ-2022-0672
Contact Person / Sponsor: A. Davis / Planning
Department: Planning
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by Nathaniel B. Purser to rezone 1 acre parcel at 7984 Taxahaw Road (TM# 0093-00-004.04) from Rural Business (RUB) to Agricultural Residential (AR) Zoning District, for the purpose of converting an existing commercial building onsite into a residence.

Points to Consider:
This site is currently under violation with County Code Enforcement for initiating construction within the building without proper permits. The rezoning, if approved, will help enable permits to be obtained as they are associated with the residential conversion described above.

The subject property is predominately surrounded by the AR Zoning District and a few INS District parcels. The surrounding uses are primarily residential in nature, with some timber and agricultural use and a scattering of institutional activities such as churches, cemeteries, and a fire station.

The property currently has an empty building formerly used for commercial uses. If the rezoning were to be approved (changing the zoning district to Agricultural Residential), the building on the property would need to be removed or renovated as a residence in order to conform to AR District requirements.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the rezoning.

Recommendation:
The Planning Commission considered this item at their July 19th public hearing and recommended **approval** by a vote of 4 to 2.

Two Commissioners indicated they felt the site should retain its current Rural Business designation based on its location at a critical rural intersection. They believe this site is better suited for a business use.

Staff also recommended approval of the rezoning request.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1810	7/29/2022	Ordinance
Planning Staff Report	5/10/2022	Planning Staff Report
Exhibit 1: Application	5/10/2022	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022-1810

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE ONE (1) ACRE OF PROPERTY (TMS# 0093-00-004.04), LOCATED AT 7984 TAXAHAW ROAD, FROM RUB, RURAL BUSINESS DISTRICT, TO AR, AGRICULTURAL RESIDENTIAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Nathaniel B. Purser applied to rezone a parcel of property that he owns, totaling one (1) acre, more or less, located at 7984 Taxahaw Road, from RUB, Rural Business District, to AR, Agricultural Residential District.

(b) On July 19, 2022, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 4-2 vote, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Rural Living. The adopted Comprehensive Plan states that the Rural Living Community Type "includes a variety of residential types, from farmhouses to large acreage rural family dwellings, to ecologically minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mix of residential and commercial uses that populate crossroads in countryside locations. The proposed AR District is compatible with the comprehensive plan and with surrounding zoning designations.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RUB, Rural Business District, to AR, Agricultural Residential District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0093-00-004.04)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	August 8, 2022
Public Hearing:	August 8, 2022
Second Reading:	August 22, 2022
Third Reading:	September 12, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone one acre of property
PROPERTY LOCATION:	7984 Taxahaw Road (TM# 0093-00-004.04)
CURRENT ZONING DISTRICT:	Rural Business (RUB) District
PROPOSED ZONING DISTRICT:	Agricultural Residential (AR) District
APPLICANT:	Nathaniel B. Purser
COUNCIL DISTRICT:	District 6, Alan Blackmon

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel one (1) acre in size. The intent is to renovate the existing structure to convert it to a residence, to be utilized for its highest and best use.

Site Information

The parcel proposed to be rezoned is currently in disuse. There is a structure on the property formerly used for commercial purposes. Access will be provided via Taxahaw Road.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by AR zoned properties, with a few INS properties within a one-mile radius.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	AR	Residential & Agricultural
South	Lancaster County	AR	Land Only
East	Lancaster County	AR, INS	Land Only, Cemetery
West	Lancaster County	AR	Residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the RUB District. Pursuant to UDO Chapter 2.3, the RUB District *is established for rural crossroads that represent the small nodes of commercial activity along rural highways. This district will accommodate small-scale businesses, such as gas stations, convenience stores, or restaurants, and serve some daily needs of the surrounding rural population.*

Requested GB

UDO Chapter 2.3 describes the requested AR District as *a district in which the principal uses of the land are restricted due to lack of available utilities, unsuitable soil types, steep slopes, or for the protection of prime agricultural lands.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by AR and a few INS Districts. The surrounding uses are primarily residential in nature, with some timber and agricultural use and a scattering of institutional activities such as churches, cemeteries, and fire departments.

Non-Conformance Status

The property currently has an empty building formerly used for commercial purpose. If the rezoning were to be approved (changing the zoning district to Agricultural Residential) the building on the property would need to be removed or renovated as a residence in order to conform to AR District requirements.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is Rural Living. The adopted Comprehensive Plan states that the Rural Living Community Type "*includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mix of residential and commercial uses that populate crossroads in countryside locations."* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Rural Living Future Land Use Category extends across the southern and eastern portions of the county, from Highway 160 in the lower panhandle, down to the city of Lancaster, following the arc east, south and then west around the transitional areas outside of the city of Lancaster. Rural Living is in essence the base zoning district of large portions of the rural eastern and southern parts of the county.

The requested AR District is consistent with Rural Living Future Land Use Category.

Rural Living: Land Use Considerations		
Church	Restaurant	Woodlands/Timber Harvesting
Convenience /Hardware Store	Natural Area	Gas Station
Barns/Storage	Mobile Home	Single-Family Detached Home
Light Industrial (ancillary to farming)	Cultivated Farmland/ Livestock/Arable	Smaller Lot Single-Family and Townhomes

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time.

Public Utilities

There are no issues with public utilities generated from this request at this time.

Public Schools

There are no capacity concerns for the schools within this area pertaining to this change.

PHOTOS OF PROJECT AREA:

Street view of subject parcel.

Aerial view of subject Parcel

Aerial view of area surrounding the subject parcel .

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone one (1) acre (TM# 0093-00-004.04) from Rural Business (RUB) District to Agricultural Residential (AR) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0093-00-004.04;
2. That the subject property is currently zoned RUB District and proposed to be rezoned AR District;
3. That the subject property has a Future Land Use designation of Rural Living Use; and
4. That the proposed AR District is generally consistent with the surrounding area which is comprised of AR and INS Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 7984 Texahaw Rd Lancast Sc

City Lancast State Sc Zip 29720 Tax Parcel ID 0093-00-004.04

Current Zoning RuB Current Use Not in use

Proposed Zoning Ah Total Acres 1 Acr

Project Description convert commercial building into Residential house

Surrounding Property Description Farm Land / Residential

CONTACT INFORMATION

Applicant Name Nathaniel B Purser

Address 1696 Bethea Knight Rd

City Lancast State Sc Zip 29720 Phone 803 246 2595

Fax — Email Purser's heating and air @ gmail.com

Property Owner Name Nathaniel B Purser

Address 1696 Bethea Knight Rd

City Lancast State Sc Zip 29720 Phone 803 246 2595

Fax — Email Pursers heating and Ar @ gmail.com

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

Nathan B Pursel — Applicant — March 25/22 — Date

Nathan B Pursel — Property Owner(s) — March 25/22 — 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

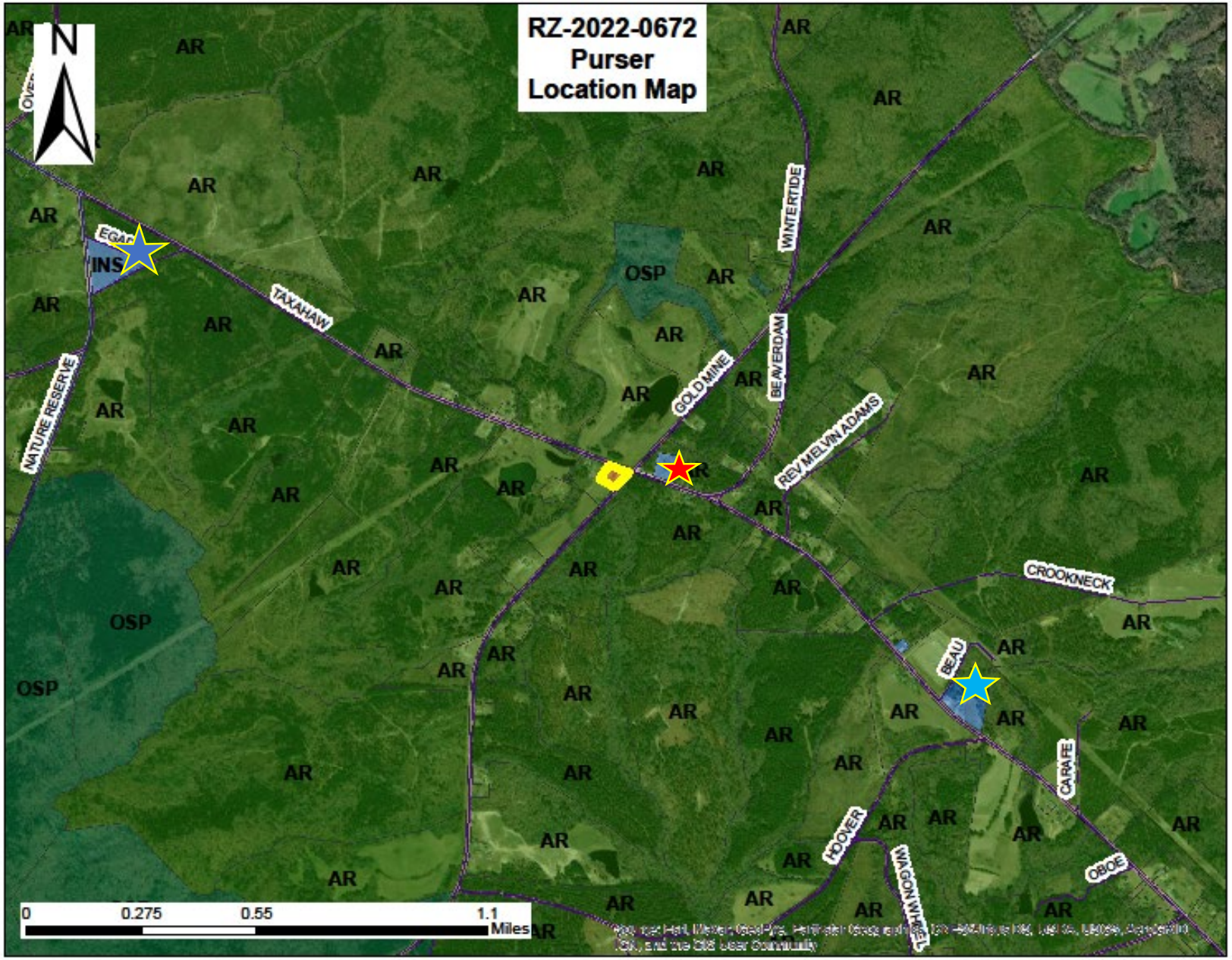
For 5/17 deadline 4/1
For 6/21 deadline 5/6
For 7/19 deadline 6/3

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 RUB to AR

Legend:

Subject Property

Taxahaw Baptist Church

Blackman Cemetery

Rocky Branch Baptist Church

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1817 / Planning Case Number: RZ-2022-1329
Contact Person / Sponsor: M. Blaszyk / Planning
Department: Planning
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by LaVern & Lina Hovey to rezone approximately 0.67 acres, a portion of property on John Truesdale Road (TM# 0060-00-092.04) from Manufactured Housing (MH) to Low Density Residential (LDR) District. The rezoning will enable the parcel to be combined with adjacent homesite at #1628 John Truesdale Road (TM# 0060-00-092.00).

Points to Consider:
If approved, this rezoning would resolve the existing non-conformity of having two zoning designations on one parcel. Nearly all of the nearby parcels are zoned Low Density Residential.

Funding and Liability Factors:
Not Applicable

Council Options:
To approve or deny this rezoning request.

Recommendation:
Planning Commission approved the rezoning unanimously.
Staff recommends **approval** of the request to rezone 0.67 acres (portion of TM# 0060-00-092.04) from Manufactured Home (MH) District to Low Density Residential (LDR) District.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1817	7/29/2022	Ordinance
Application	7/11/2022	Exhibit
Hovey Location Map	7/11/2022	Exhibit
Recorded Plat 2015/880	7/11/2022	Exhibit
Proposed plat	7/11/2022	Exhibit
Staff Report	7/21/2022	Ordinance

STATE OF SOUTH CAROLINA (
(**ORDINANCE NO. 2022-1817**
COUNTY OF LANCASTER (

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 0.67 ACRES, A PORTION OF PROPERTY ON JOHN TRUESDALE ROAD (TM# 0060-00-092.04) FROM MANUFACTURED HOUSING (MH) TO LOW DENSITY RESIDENTIAL (LDR) DISTRICT, TO ALLOW THE PARCEL TO BE CONJOINED WITH ADJACENT HOMESITE AT 1628 JOHN TRUESDALE ROAD (TM# 0060-00-092.00).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) LaVern Hovey and Lina Hovey applied to rezone a parcel of property that they own, totaling approximately 0.67 acres, more or less, located at 1628 John Truesdale Road, from MH, Manufactured Housing, to LDR, Low Density Residential District.

(b) On July 19, 2022, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-0 vote, recommended approval of the rezoning request.

(c) 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 proposed LDR District is compatible with the comprehensive plan and with surrounding zoning designations.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MH, Manufactured Housing, to LDR, Low Density Residential District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0060-00-092.04)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: August 8, 2022
Public Hearing: August 8, 2022
Second Reading: August 22, 2022
Third Reading: September 12, 2022

Approved as to form:

_____
John DuBose, County Attorney

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 1628 John Truesdale Road

City Lancaster State SC Zip 29720 Tax Parcel ID PORTION OF 0060-00-092.04

Current Zoning MH Current Use land only

Proposed Zoning LDR Total Acres .67 ACRES

Project Description Rezoning to allow combination of parcel

Surrounding Property Description All zones LDR

CONTACT INFORMATION

Applicant Name LaVern & Lina Hovey

Address 1628 John Truesdale Rd

City Lancaster State SC Zip 29720 Phone 910-987-4752

Fax _____ Email _____

Property Owner Name LaVern & Lina Hovey

Address 1628 John Truesdale Rd

City Lancaster State SC Zip 29720 Phone 910-987-4752

Fax _____ Email lahovey60@gmail.com

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

Lina A. Hovey — 6/7/2022

Applicant — Date

Lina A Hovey — 6/7/2022

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**

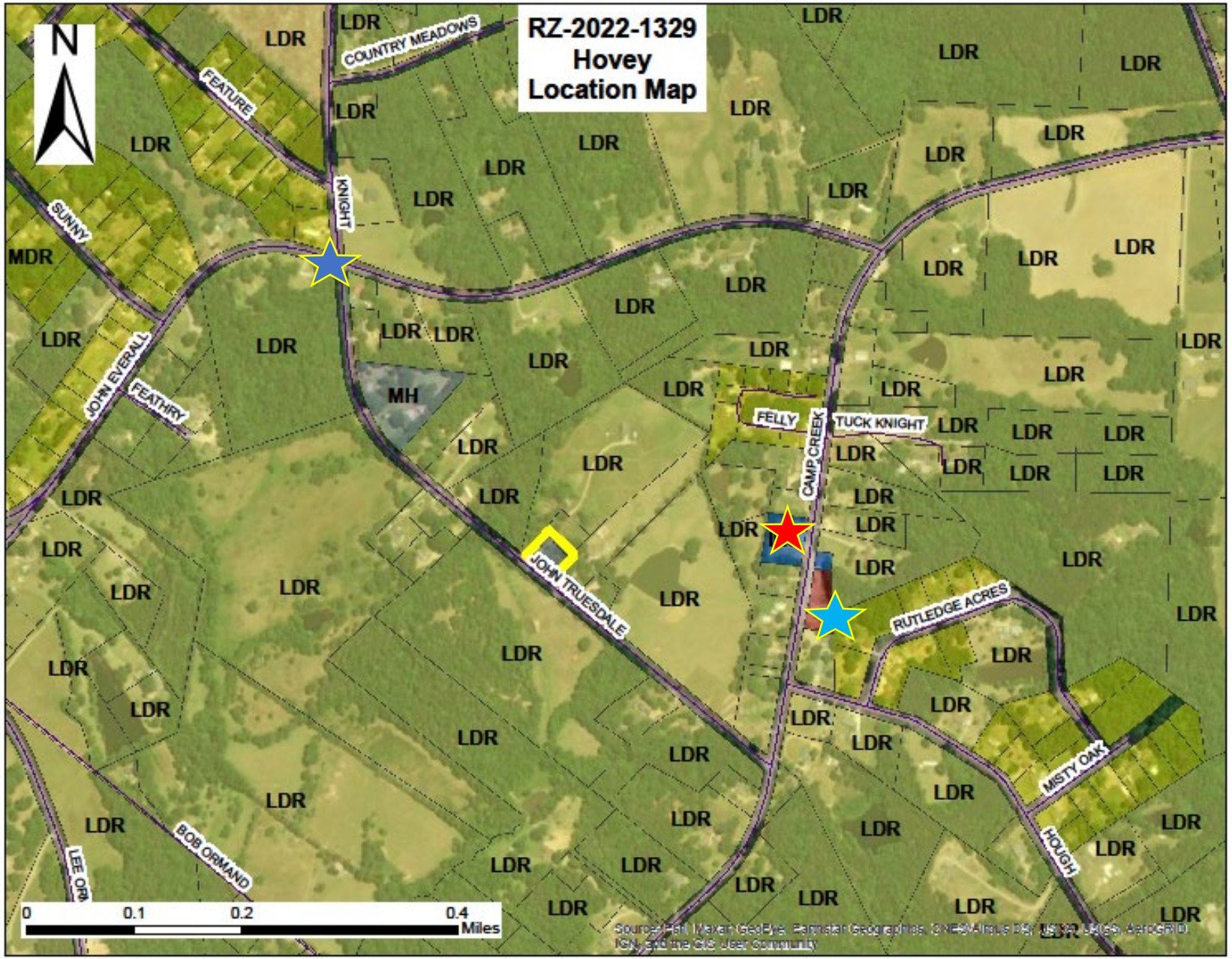
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

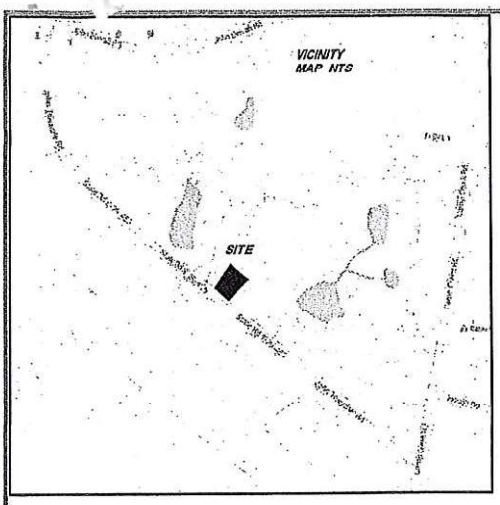


Lancaster County
South Carolina

Proposal:
Request to rezone from MH to LDR

Legend:

- Subject Property
- Intersection of J. Everall and J. Truesdale Roads
- Camp Creek VFD
- Exxon (Evans Petroleum)



THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIVE COVENANTS OF RECORD.

OLD #5 REBAR BENT

206.82'

N43°11'07"E

LAVERN S. & LINA A. HOVEY
1628 JOHN TRUESDALE ROAD
DEED BOOK 802 PAGE 71
PLAT 2004-96
TAX ID 0060-00-092.00

EXISTING BRICK HOUSE

DECK

POLE

41.71'

#5 REBAR SET

S46°48'37"E 174.71'

#5 REBAR SET

PROPOSED HOUSE SITE

25' REAR SETBACK

S43°11'07"W

172.21'

20' SIDE SETBACK

OVERHEAD ELEC.

LOT "A"
AREA= 29,040 sq.ft.
0.6666 AC.
ZONED R-30D

KRISTI R. & SARAH K. KENNEDY
DEED BOOK 447 PAGE 21
PLAT 2004-95
TAX ID 0060-00-92.03

160.20'

40' FRONT SETBACK

N43°11'23"E

GRAVEL DRIVE

#5 REBAR SET

OLD #5 REBAR

R/W

R/W

OLD #5 REBAR

33.79'

N50°44'34"W

N50°44'34"W 175.14'

TO JOHN EVERALL RD.

JOHN TRUESDALE ROAD S29-455 66' R/W

1417 TO CENTER LINE INTER. OF CAMP CREEK RD. S29-51

POLE

2015017827
PLAT SMALL
RECORDING FEES $5.00
PRESENTED & RECORDED:
11-18-2015 03:25 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:PLAT 2015
PG:880-880

Plat Of Property Of
LAVERN S. & LINA A. HOVEY

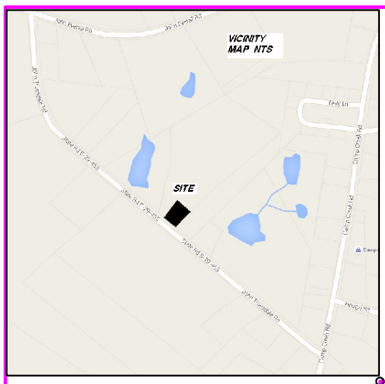
Located At
1628 John Truesdale Road
Camp Creek Community
Lancaster, South Carolina
Lancaster County

APPROVED FOR RECORDING
Planning Official 11-9-15 Date
This plat must be recorded by the

NOTE: This lot does not lie within any designated flood area and there

Scale 1"= 50'

Date 11/068/2015



THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIVE COVENANTS OF RECORD.

THE PRIVATE ROAD PROVIDING ACCESS TO LOTS IN THIS DEVELOPMENTS IS NOT AND WILL NOT BE MAINTAINED BY LANCASTER COUNTY. OWNERS OF LOTS IN THIS DEVELOPMENT ARE FINANCIALLY OBLIGATED TO MAINTAIN THIS ROAD IN PERPETUITY FOR THE BENEFIT OF ALL PROPERTY OWNERS IN THE DEVELOPMENT.

OLD #5 REBAR BENT

89.90'

LAVERN S. & LINA A. HOVEY
1628 JOHN TRUESDALE ROAD
DEED BOOK 802 PAGE 71
PLAT 2004-96
TAX ID 0060-00-092.00
APPROX. 7.85 AC +/-

N43°19'16"E

#5 REBAR SET

S46°48'53"E 202.64'

178.99'

#5 REBAR SET

#5 REBAR SET

LAVERN S. & LINA A. HOVEY
1628 JOHN TRUESDALE ROAD
DEED BOOK 802 PAGE 71
PLAT 2004-96
TAX ID 0060-00-092.00
APPROX. 8.412 AC+/-

40.00'

25' REAR SETBACK

149.24'

141.37'

SETBACK

EXISTING BRICK HOUSE

DECK

POLE

LOT "A"
AREA= 29,040 sq.ft.
0.6666 AC.
ZONED LDR (LOW DENSITY RESIDENTIAL)
PLAT 2016-475

20' SIDE SETBACK

148.55'

20' SIDE

N37°40'20"E

73.33'

40' FRONT SETBACK

S43°11'07"W

188.29'

#5 REBAR SET

N46°48'53"W 163.17'

188.29'

#5 REBAR SET

25' REAR SETBACK

141.25'

20' SIDE SETBACK

OVERHEAD ELEC.

TRACT "A-1"
AREA= 0.562 AC.
TO BE COMBINE WITH
TAX MAP PARCEL0060-00-092.00
TOTAL AREA= 1.228 AC.

128.60'

KRISTI R. & SARAH K. KENNEDY
DEED BOOK 447 PAGE 21
PLAT 2004-95
TAX ID 0060-00-92.03

20' SIDE SETBACK

GRAVEL DRIVE PRIVATE DRIVE

N37°40'20"E

40' FRONT SETBACK

N43°11'07"E

OLD #5 REBAR

R/W

OLD #5 REBAR

33.79'

N50°44'34"W

#5 REBAR SET

N50°44'34"W 175.14'

R/W

TO JOHN EVERALL RD.

JOHN TRUESDALE ROAD S29-455 66' R/W

1417 TO CENTER LINE INTER. OF CAMP CREEK RD. S29-51

POLE

Plat Of Property Of

LAVERN S. & LINA A. HOVEY

Located At
1628 John Truesdale Road
Camp Creek Community
Lancaster, South Carolina
Lancaster County

NOTE: This lot does not lie within any designated flood area and there are no encroachments or projections other than as shown on this plat.

Scale 1"= 50'

Rev.Date 05/26/2022
Date 06/01/2016

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

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

Survey By: J. C. Crumpler
S.C. Reg. No. 6574
207 Chesterfield Avenue
Lancaster, South Carolina
1-803-283-9818

DRAWN BY: JCC	Rev.Date 05/26/2022 DATE: 06/01/2016
CHECKED BY: JCC	A PORTION OF TAX ID 0060-00-092.04
JOB NO.: 15-11-1	SHEET 1 OF 1

PROPOSAL:	Request to rezone 0.67 acres of property
PROPERTY LOCATION:	adjacent to #1628 John Truesdale Road (portion of TM# 0060-00-092.04)
CURRENT ZONING DISTRICT:	Manufactured Home (MH) District
PROPOSED ZONING DISTRICT:	Low Density Residential (LDR) District
APPLICANT:	LaVern & Lina Hovey
COUNCIL DISTRICT:	District 3, Billy Mosteller
STATUTORY NOTICES:	Signs posted 7/1/2022 at 1628 John Truesdale Road see photos Hearing notice published 7/2/2022 in Lancaster News Mailed notices 7/1/2022 Posted agenda in lobby 7/12/2022

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 0.67 acres in size. The intent is to join the property to an adjacent homesite parcel (TM# 0060-00-092.00).

Site Information

The parcel proposed to be rezoned is currently vacant; it was rezoned in 2016 with the intent of installing a mobile home on the property (see Ordinance 2016-1388). Although the parcel was surveyed and recorded in 2015, the parcel was never assigned a separate tax map number (see plat 2015/880). Access will be provided by John Truesdale Road.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by LDR and MDR zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Residential
South	Lancaster County	LDR	Residential
East	Lancaster County	LDR, MDR	Residential
West	Lancaster County	LDR	Residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the MH District. Pursuant to UDO Chapter 2.3, the MH District *accommodates manufactured homes in a variety of settings, including manufactured home parks, manufactured home subdivisions, and a single-lot mobile home district.*

Requested GB

UDO Chapter 2.3 describes the requested LDR District as "*… 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."*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the LDR District. The surrounding uses are primarily residential and agricultural. This is the only residential parcel with an MH designation.

Non-Conformance Status

The property is currently vacant; the proposed mobile home was never installed. If the rezoning were to be approved (changing the zoning district to LDR) it would bring the property into conformity with the surrounding tax parcel and neighboring properties.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is Rural Living, which corresponds to the Community Type of Rural Living. The adopted Comprehensive Plan states that the Community Type of Rural Living "*is synonymous with the Place Type "Rural Living." The Community Type "Rural Living" includes a variety of residential types, from farmhouses to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations.*" The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Rural Living Future Land Use Category extends across the southern half of the panhandle, beginning at Highway 75/Waxhaw Highway. This Future Land Use category then covers a majority of the county besides the areas surrounding the City of Lancaster, Town of Heath Springs, and Town of Kershaw. The Rural Living Future Land Use Category and Rural Living Community Type are, by default, intended to be compatible with the existing rural character of the area.

The requested LDR District is consistent with the Rural Living Land Use Category.

Rural Living: Land Use Considerations		
Cultivated Farmland	Single-Family Detached Home	Light Industrial (ancillary to farming)
Woodlands / Timber Harvesting	Smaller-lot Single Family and Town Homes	Church
Livestock / Arable	Mobile Home	Gas Station
Natural Area	Barns / Storage	Convenience Store / Hardware Store / Restaurant

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

LCWSD is currently serving this site with water. There is no sewer service to the site. A septic tank is on the property.

Public Schools

There are no capacity concerns for the schools within this area pertaining to this change.

PHOTOS OF PROJECT AREA:

Facing South on Truesdale RD

Looking across Truesdale RD

Looking North of Truesdale RD

Aerial view of the parcel. Subject parcel can be seen in the middle of the photo.

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 0.67 acres (portion of TM# 0060-00-092.04) from Manufactured Home (MH) District to Low Density Residential (LDR) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: portion of TM# 0060-00-092.04 described in plat book 2015 page 880;
2. That the subject property is currently zoned MH District and proposed to be rezoned LDR District;
3. That the subject property has a Future Land Use designation of Rural Living, and a Community Type of Rural Living Type; and
4. That the proposed LDR District is generally consistent with the surrounding area which is comprised of LDR and MDR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Survey: Plat Book 2015 p. 880
4. Recombination plat submitted for Project 20221242

STAFF CONTACT:

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

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1218-R2022
Contact Person / Sponsor: John DuBose- County Attorney
Department: Attorney
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Whether to accept donation of a 1.745 acre parcel of real property from Lennar Carolinas, LLC, for use as a public safety site.

Points to Consider:
Pursuant to a Development Agreement, Lennar Carolinas, LLC, intends to donate a 1.745 acre parcel of real property to Lancaster County for use as a potential future EMS site.

The property is located on Van Wyck Road adjacent to the Preserve at Tree Tops.

Lancaster County EMS has determined that the site is suitable for a potential EMS site.

In anticipation of dedicating the subject parcel to Lancaster County, Lennar obtained a construction permit for an onsite wastewater treatment system from the South Carolina Department of Health and Environmental Control ("SCDHEC") on April 19, 2018, and that permit is transferable, has a five (5) years validity, and is renewable subject to site reevaluation by SCDHEC; and

Funding and Liability Factors:
Not Applicable.

Council Options:
Approve or disapprove acceptance of the donated parcel.

Recommendation:
Approve the Resolution to accept the donated parcel.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1218-R2022	9/1/2022	Resolution
Exhibit 1 to Resolution 1218-R2022 -- dedication deed	9/1/2022	Exhibit
Recorded plat of donation parcel	9/1/2022	Backup Material

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1218-R2022**
COUNTY OF LANCASTER)

A RESOLUTION APPROVING ACCEPTANCE OF A DONATED 1.745 PARCEL OF PROPERTY LOCATED ON VAN WYCK ROAD (A PORTION OF TMS 0022-00-007.00) FROM LENNAR CAROLINAS LLC, FOR PUBLIC SAFETY USE.

WHEREAS, Lancaster County and Lennar Carolinas, LLC ("Lennar"), are parties to a Development Agreement governing the development of the Preserve at Tree Tops; and

WHEREAS, pursuant to the Development Agreement, Lennar agreed dedicate real property to Lancaster County for use as an EMS site to offset the anticipated impacts of the Preserve at Tree Tops on public services; and

WHEREAS, Lennar has submitted a proposed deed to Lancaster County for conveyance of a 1.745-acre parcel of real property upon Van Wyck Road; and

WHEREAS, in anticipation of dedicating the subject parcel to Lancaster County, Lennar obtained a construction permit for an onsite wastewater treatment system from the South Carolina Department of Health and Environmental Control ("SCDHEC") on April 19, 2018, and that permit is transferable, has a five (5) years validity, and is renewable subject to site reevaluation by SCDHEC; and

WHEREAS, Lancaster County has examined the proposed donated parcel and has determined that it is suitable for use as a potential public safety site; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws grants counties the authority to acquire real property; and

WHEREAS, Lancaster County Council finds that acceptance of the donated parcel of real property is in the best interest of Lancaster County.

NOW, THEREFORE, BE IT RESOLVED by the Council of Lancaster County, South Carolina:

Upon review and consideration of the proposed deed and supporting documentation, it is resolved that Lancaster County Council approves the County acquiring the donated property and that the property described in the proposed deed, attached hereto and incorporated herein by reference as **Exhibit 1,** be transferred to Lancaster County, South Carolina.

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The County Administrator is herewith authorized to execute all documents as reasonable and necessary to implement the purpose of this Resolution. The deed for the property is to be in substantially the same form as **Exhibit 1** and is hereby approved, or with such minor changes therein as shall be approved by the officials of the County accepting and recording the Deed, their acceptance and recordation thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Deed attached to this Resolution.

IT IS SO RESOLVED by County Council this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John DuBose, County Attorney

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Nevia Document Converter Pro v6.5

WHEN RECORDED RETURN TO:
St. Amand & Efird PLLC (JSE)
3315 Springbank Lane, Suite 308
Charlotte, North Carolina 28226

STATE OF SOUTH CAROLINA	**)**	**TITLE TO REAL ESTATE**
	)	**(Limited Warranty)**
COUNTY OF LANCASTER	**)**	

KNOW ALL MEN BY THESE PRESENTS, that **LENNAR CAROLINAS, LLC**, a Delaware limited liability company having an address of 6701 Carmel Road, Suite 425, Charlotte, North Carolina 28226 ("**Grantor**"), in the State aforesaid, for good and valuable consideration to it in hand paid at and before the sealing of these Presents by **LANCASTER COUNTY** ("**Grantee**"), in the State aforesaid, the receipt whereof is hereby acknowledged, has, subject to the Permitted Exceptions (as hereinafter defined), granted, bargained, sold and released, and by these presents does grant, bargain, sell, and release, subject to the Permitted Exceptions, unto Grantee, the following described property (the "**Property**"), to-wit:

SEE **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED HEREIN

Address of Grantee: Lancaster County
101 North Main Street
Lancaster, South Carolina 29720
Attn: Clerk to Council

THIS CONVEYANCE IS MADE SUBJECT TO (i) ad valorem taxes for the year 2022 and all subsequent years, (ii) matters affecting title to the Property as would be shown on a current and accurate survey of the Property (including encroachments), (iii) easements, covenants, restrictions and conditions of record, and rights-of-way of public and private streets and roads, (iv) all easements, restrictions and rights-of-way as may be apparent from an inspection of the Property, and (v) all zoning, subdivision, land use and other laws, regulations or ordinances applicable to the Property (collectively, the "**Permitted Exceptions**").

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

TO HAVE AND TO HOLD, all and singular, the said Property before mentioned, subject to the Permitted Exceptions, unto the said Grantee, its successors and assigns, forever.

AND, subject to the Permitted Exceptions, Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular, the said Property unto Grantee, its successors and assigns, against Grantor and its successors and assigns, and against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, under or through Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor, has caused this Deed to be executed and has adopted as its seal the word "SEAL" appearing beside its name, this sealed instrument being executed and delivered on this _____ day of _____, 202__.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

GRANTOR:

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

_____
Witness #1

By: _____ (SEAL)
Mark Henninger, Vice President

_____
Witness #2

STATE OF _____)

ACKNOWLEDGMENT

COUNTY OF _____)

I, the undersigned Notary Public for _____ County, do hereby certify that Mark Henninger, as Vice President of Lennar Carolinas, LLC, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this _____ day of _____, 202__.

(affix notarial stamp below)

_____
Notary Public

_____
Print Name

My Commission Expires:_____

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Exhibit "A"

Legal Description

ALL that piece, parcel, or tract of land consisting of 1.745 acres, more or less, as shown on plat entitled "TREE TOPS DEDICATION PLAT OF PID 0022-00-007.00 TO LANCASTER COUNTY & SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION" prepared by James E. Safrit, dated _____, 2022 and recorded in the Office of the Register of Deeds for Lancaster County in Plat Book _____, Page _____, which plat is incorprated herein by reference and made a part of this description.

DERIVATION: This being a portion of the property conveyed to Lennar Carolinas, LLC by deed from Thompson Child & Family Focus dated June 10, 2015 and recorded June 10, 2015 in Book 881, Page 193, in the Office of the Register of Deeds for Lancaster County, South Carolina.

TMS No.: 0022-00-007.00

Neevia Document Converter Pro v6.5

STATE OF SOUTH CAROLINA) **AFFIDAVIT**
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

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

2. The Property being transferred is located in Lancaster County, South Carolina and being a portion of TMS No.: 0019-00-033.00 as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by deed from Lennar Carolinas, LLC to Lancaster County on _____, 202__.

3. Check one of the following: The deed is:

   (a) ☐ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b) ☐ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c) ☒ exempt from the deed recording fee because *(see # 2 on Information section of Affidavit): Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts*
   (If exempt, pleases skip items 4, 6, and 7, and go to item 8 of this affidavit)
   If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ☐ or No ☐

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

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

5. Check Yes ☐ or No ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), and lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract between the lienholder and the buyer existing before the transfer) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: $_____

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	
(b)	Place the amount listed in item 5 above here (if no amount place zero)	**$0.00**
(c)	Subtract Line 6(b) from Line 6(a) and place result here:	

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

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8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: **Grantor**

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SUBSCRIBED AND SWORN to before me this

_____ day of _____, 202__.

_____
Notary Public

My Commission Expires: _____

[affix notarial stamp below]

LENNAR CAROLINAS, LLC,
a Delaware limited liability company

By: _____
Mark Henninger, Vice President

Neevia Document Converter pro v6.5

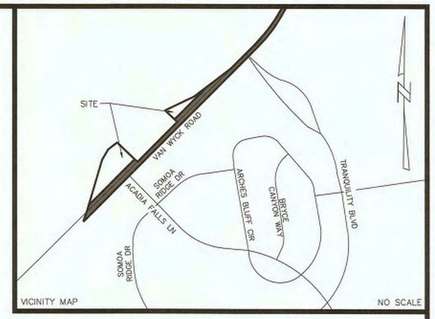
NOTES:

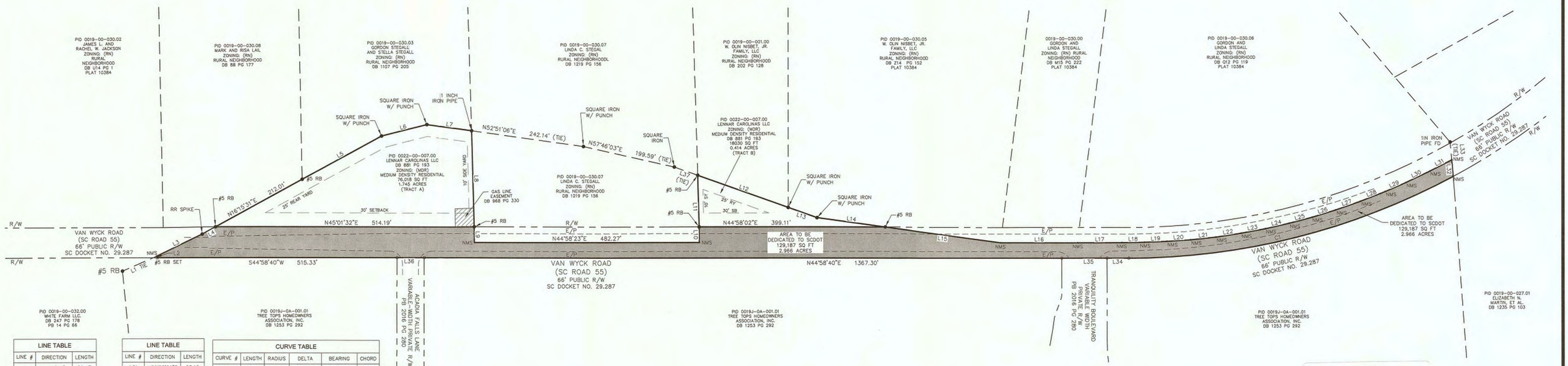
1. SUBJECT TRACT REFERENCES: DB 881 PG 193, DB PB 2001 PG 128, PB 2002 PG 152.
2. SUBJECT TRACT TAX PARCEL: 0022-00-007.00
3. PROPERTY IS NOT GRAPHICALLY LOCATED WITHIN THE 100 YEAR FLOODPLAIN PER FEMA COMMUNITY PANEL #45057C0090E DATED MAY 16, 2017.
5. BOUNDARY LINES BASED ON DEEDS OF RECORD AND FOUND MONUMENTATION AS SHOWN.
6. AREAS COMPUTED BY COORDINATE METHOD.
7. NO MONUMENTATION SET ALONG CENTERLINE OF VAN WYCK ROAD.
8. A PORTION OF PID 0022-00-007.00 DESIGNATED AS "TRACT A" CONTAINING 1.745 ACRES IS TO BE CONVEYED TO LANCASTER COUNTY.
9. 0019-00-030.07 IS ZONED (RN RURAL NEIGHBORHOOD) SETBACKS ARE;
   FRONT: 40 FT
   SIDES: 20 FT
   REAR: 25 FT
   STREET SIDE SECONDARY FRONT: 20 FT

   0022-00-007.00 IS ZONED (MDR MEDIUM DENSITY RESIDENTIAL)
   FRONT: 30 FT
   SIDES: 10 FT
   REAR: 25 FT
   STREET SIDE SECONDARY FRONT: 15 FT

APPROVED FOR RECORDING
Matthew Blair
Planning Official — Date 8/30/2022
This plat must be recorded by the following date: 3/1/2023

NORTH ORIENTED TO SOUTH CAROLINA GRID NAD 83 (2011)





LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S21°29'23"W	80.47
L2	N50°25'30"W	3.56
L3	N19°16'27"E	108.51
L4	N16°05'02"E	32.75
L5	N16°17'41"E	194.24
L6	N30°36'29"E	99.96
L7	N52°50'28"E	96.93
L8	S46°30'07"E	206.64
L9	S45°55'54"E	33.50
L10	N45°53'19"W	33.65
L11	S46°32'02"E	111.18
L12	S64°37'30"W	205.68
L13	S64°37'43"W	65.56
L14	S52°41'33"W	147.93
L15	N52°45'17"E	250.02
L16	N44°57'26"E	164.94
L17	N44°45'18"E	94.63
L18	N43°53'04"E	48.70
L19	N42°33'22"E	48.01
L20	N41°17'11"E	50.54

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N38°35'36"E	55.15
L22	N36°19'31"E	54.39
L23	N34°19'26"E	53.14
L24	N31°57'19"E	52.68
L25	N30°10'26"E	50.39
L26	N27°42'20"E	52.70
L27	N25°40'46"E	56.82
L28	N23°30'29"E	57.18
L29	N21°25'13"E	47.95
L30	N18°54'15"E	57.88
L31	N17°37'23"E	52.75
L32	S50°00'01"E	35.70
L33	S50°00'19"E	38.66
L34	S44°58'34"W	46.34
L35	N44°58'40"E	97.00
L36	S44°58'40"W	58.00
L37	N64°35'27"E	53.29

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	725.93	1465.39	028°23'00"	N30°42'32"E	718.53

ABBREVIATION LEGEND
AC – ACRE(S)
DB – DEED BOOK
E/P – EDGE OF PAVEMENT
FEMA – FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM – FLOOD INSURANCE RATE MAP
MDR – MEDIUM DENSITY RESIDENTIAL
NAD – NORTH AMERICAN DATUM
NAVD – NORTH AMERICAN VERTICAL DATUM
NGS – NATIONAL GEODETIC SURVEY
N.M.S. – NO MONUMENT SET
NO. – NUMBER
PB – PLAT BOOK
PG – PAGE
PID – PARCEL IDENTIFICATION
RB – REBAR
R/W – RIGHT-OF-WAY
RY – REAR YARD
SB – SETBACK
SC – SOUTH CAROLINA
SY – SIDE YARD
(T) – TOTAL

LINE LEGEND
– PROPERTY LINE
– ADJOINING PROPERTY LINE
– RIGHT-OF-WAY LINE
– SETBACK LINE
– EASEMENT LINE
– GAS LINE EASEMENT
– RIGHT OF WAY DEDICATION AREA

SYMBOL LEGEND
● – REBAR FOUND (UNLESS NOTED)
○ – #5 REBAR SET (UNLESS NOTED)

CERTIFICATE OF OWNERSHIP AND DEDICATION

IT IS HEREBY CERTIFIED THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED.

8/30/22 — DATE
FOR: LENNAR CAROLINAS, LLC (OWNER)

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE LANCASTER COUNTY LAND DEVELOPMENT REGULATIONS AND THE MONUMENTS SHOWN HAVE BEEN PLACED TO THE SPECIFICATIONS SET FORTH IN SAID REGULATIONS.

JAMES E. SAFRIT No. 27459 — 8/29/2022 DATE

I, JAMES E. SAFRIT, HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED WITHIN. ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN. ALSO, I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD MAPS, AND FOUND THAT THIS PROPERTY IS NOT GRAPHICALLY LOCATED WITHIN THE 100 YEAR FLOODPLAIN PER FEMA FIRM PANEL 45057C 0090 D WITH AN EFFECTIVE DATE OF JUNE 16, 2011.

SOUTH CAROLINA — ESP ASSOCIATES, INC. No. 5839 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — Reg.# 27459 — LAND SURVEYOR — JAMES E. SAFRIT

8/29/2022 — JAMES E. SAFRIT, SCPLS No. 27459 — DATE

2022014164
PLAT ANY SIZE
RECORDING FEES $25.00
PRESENTED & RECORDED
08-30-2022 03:50:57 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: PAM FAULKENBERRY
BK: PLAT 2022
PG: 403

BAR SCALE 1"=100'
0 50 100 200

NO.	DATE	REVISION	BY

TREE TOPS DEDICATION PLAT OF TRACT A TO LANCASTER COUNTY & R/W TO SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

LOCATED IN INDIAN LAND TOWNSHIP
LANCASTER COUNTY
SOUTH CAROLINA

OWNER/CLIENT:
LENNAR CAROLINAS, LLC
11230 CARMEL COMMONS BLVD.
CHARLOTTE, NC 28226

PROJECT NO. D024.900
SCALE 1"=100'
DATE 8/29/2022
DRAWN BY RWC
CHECKED BY JES
DRAWING NO. D024.900 DEDICATION.DWG
1 OF 1 SHT

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ESP Associates, Inc.
P.O. Box 7030
Charlotte, NC 28241
3475 Lakemont Blvd.
Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1823
Contact Person / Sponsor: Kimberly Belk / Budget Director
Department: Finance
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Amendment to the 2022-2023 budget.

Points to Consider:
Staff is requesting several changes within the General Fund Budget which is currently approved at $75,987,386. First, there are two requests to be funded from general fund fund balance which as of the end of August is currently estimated at $35,984,069. One is a carry-forward grant match for the Air Rail Park Economic Development Project. The grant from Commerce and the match associated was previously approved by Council in 2021 to clear and grade Site 4 at the Lancaster County Air Rail Park. The site would be capable of handling a 100,000 square foot building which could eventually handle up to 300,000 square feet of space. The match was originally budgeted to come from fund balance last year, but was not completed by June 30 and therefore went unexpended.

The second fund balance request is largely to replace the roof at the EMS Headquarters. The estimated cost of replacement is $135,000. In addition, staff is also requesting associated gutter replacement, downspout extension underground to the parking lot, ceiling replacement, repairs to the canopy, and electrical repairs of existing fixtures under the porte cochere.

Two additional amendments are necessary from supplemental revenue sources. The third amendment request is in the Sheriff's Detention Center Budget which needs to be adjusted for the final payment on the body scanner. Council approved its purchase in September 2020 via Resolution 1110-R2020. The budget was actually amended to include this purchase in Fiscal Year 20-21. The first payment was due upfront, but the second payment was not due until 1 year from installation. The piece of equipment took longer than expected to be installed and the funding was not carried forward in the budget. As a reminder, this was approved by Council to be funded 50% from fund balance and 50% from the Sheriff's Inmate Commissary funds. The second payment was to be paid from the Sheriff's funds which is reflected in the ordinance attached.

The final amendment request is for an increased allocation from the State for the library. The increase in State Aid was not known until after the County passed its budget. Currently State Aid for Library is budgeted at $140,000, this year Lancaster County's allocation was approved at $216,250.28. These funds are restricted for Library usage. Library Director, Dr. Williams, has indicated the funds will be used to purchase books, training, and increased funding for programming initiatives.

Funding and Liability Factors:
This action will allow staff to amend the FY 2022-2023 Budget.

Council Options:
Council can approve, deny or amend.

Recommendation:
Approve.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1823	9/2/2022	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2022-1823**
COUNTY OF LANCASTER)

~~Indicates Matter Stricken~~
Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2022-1803, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023 (FY 2022-2023), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2 and Section 4. of Ordinance No. 2022-1803 are amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2022 and ending June 30, 2023 (FY 2022-2023):

APPROPRIATIONS	AMOUNT
Airport Fund	367,088
Capital Improvement Fund	2,400,415
Capital Project Sales Tax 2 Fund	8,601,000
County Debt Fund	7,204,407
County Transportation Committee Fund	7,900,000
Court Mandated Security Fund	1,816,676
E-911 Fund	740,040
General Fund	76,626,576 ~~75,987,386~~
Hospitality Tax Fund	1,700,000
Indian Land Fire Protection District Fund	1,201,707
Local Accommodations Tax Fund	120,000
Pleasant Valley Fire Protection District Fund	932,428
Victims Services Fund	47,000
State Accommodations Tax Fund	255,000
Stormwater Fund	2,881,985
Van Wyck Fire Protection District Fund	148,140
Capital Project Sales Tax 3 Fund	12,001,500

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) and Section 4 of Ordinance No. 2022-1803, for the following items:

		Revenue	Expense
General Fund	Supplemental Revenue-Fund Balance	$498,815	
	Grant match for Air Rail Park Project		$318,415
	Roof and gutter replacement, downspout extension, and repairs at Emergency Medical Services Headquarters		$180,400
	Supplemental Revenue-Inmate Commissary	$64,125	
	Body Scanner Replacement		$64,125
	Supplemental Revenue-State Aid to Library	$76,250	
	Book supplies, training for staff, & programming initiatives		$76,250

Section 4. Severability.

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

Section 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 10th day of October, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	September 12, 2022
Second Reading:	September 26, 2022
Public Hearing:	September 26, 2022
Third Reading:	October 10, 2022

Approved as to form:

_____
County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1819 / Planning Case Number: RZ-2021-1650
Contact Person / Sponsor: R. Burhans / Planning
Department: Planning
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by Redstone Investors, LLC to rezone approximately 25.79 acres from Regional Business (RB) District to Mixed Use (MX) District (TM # 0008-00-015.00 (portion of), 0005-00-0106.06, 0005-00-0106.05 (portion of) and 0005-00-0106.04).

Points to Consider:
The proposed development represents a reimagination of the second phase of Redstone. As some may recall, Redstone Phase 2 was originally conceived as an extension of the existing Redstone Shopping Center with an additional large expanse of retail and other commercial uses. The current concept reflected within the MX Master Plan incorporates multifamily uses, outdoor amenity spaces, and a more modest commercial presence, which is more in keeping with the "Pedestrian Center" designation assigned to this property in the Comprehensive Plan.

Funding and Liability Factors:
Not Applicable.

Council Options:
To approve or disapprove the proposed rezoning

Recommendation:
The Planning Commission considered this item at their July 19th public hearing and unanimously recommended **approval** of the rezoning. Staff also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1819	7/29/2022	Ordinance
Staff Report	7/11/2022	Exhibit
Rezoning Application	7/8/2022	Backup Material
Location Map	7/8/2022	Backup Material
Traffic Analysis	7/8/2022	Backup Material
Community Meeting Notes	7/8/2022	Backup Material
TRC Comments	7/8/2022	Backup Material

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022-1819

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 25.79 ACRES (TM#s 0008-00-015.00, 0005-00-0106.06, 0005-00-0106.05 AND p/o 0005-00-0106.04) FROM REGIONAL BUSINESS (RB) DISTRICT TO MIXED USE (MX) DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Redstone Investors, LLC applied to rezone approximately 25.79 acres, located at the SE Corner of Highway 521 and Highway 160 Intersection, from RB, Regional Business District to MX, Mixed Use District.

(b) On July 19, 2022, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-0 vote, recommended approval of the rezoning request.

(c) 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 proposed MX District is compatible with the comprehensive plan and with surrounding zoning designations.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Regional Business (RB) District to Mixed Use (MX) District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0008-00-015.00, 0005-00-0106.06, 0005-00-0106.05 and p/o 0005-00-0106.04).

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	August 8, 2022
Public Hearing:	August 8, 2022
Second Reading:	August 22, 2022
Third Reading:	September 12, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	***RZ-2021-1650:*** Application by Redstone Investors, LLC to rezone approximately 25.79 acres from Regional Business (RB) District to Mixed Use (MX) District. ***MX-2021-1650:*** Application by Redstone Investors, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 370-unit townhome/multifamily apartment community, 24,000 square foot non-residential development, and one commercial outparcel. ***DA-2021-1650:*** Application by Redstone Investors, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 370-unit (14.3 du/acre) townhome/multifamily apartment community, 24,000 square foot nonresidential development, and one commercial outparcel located on approximately 25.79 acres of land.
PROPERTY LOCATION:	SE Corner of Hwy 521 and Hwy 160 intersection (TM#s 0008-00-015.00 (portion of), 0005-00-106.05 (portion of), 0005-00-106.04, and 0005-00-106.06
CURRENT ZONING:	Regional Business (RB) District
PROPOSED ZONING:	Mixed Use (MX) District
APPLICANT:	Redstone Investors, LLC
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Sign(s) posted May 20, 2022 at Opportunity Drive Hearing notice published July 2, 2022 (LKN) and July 6, 2022 (Gateway) Mailed notices issued July 1, 2022 Posted agenda in lobby July 12, 2022

OVERVIEW:

Site Information

The site is located on the east side of Charlotte Highway (US 521) and more generally located at the SE Corner of Hwy 521 and Hwy 160/Opportunity Drive intersection. A majority of the site was previously graded during construction of Redstone Phase I, which abuts this project site.

Proposal

The proposed development represents a reimagination of the second phase of Redstone. As some may recall, Redstone Phase 2 was originally conceived as an extension of the existing Redstone Shopping Center with an additional large expanse of retail and other commercial uses. The current concept reflected within the MX Master Plan incorporates multifamily uses, outdoor amenity spaces, and a more modest

commercial presence, which is more in keeping with the "Pedestrian Center" designation assigned to this property in the Comprehensive Plan.

The development proposal consists of rezoning four parcels totaling approximately 25.79 acres from Regional Business (RB) to Mixed Use (MX) District. These parcels would be developed with both multifamily residential and non-residential uses and at a density of approximately 14 du/acre. The development would also include the construction of 729 parking spaces (combination of parking lots, on-street, and garages), setting aside of approximately 3.1- acres of open space, and constructing several private roads with street trees and lighting.

Summary of Adjacent Zoning and Uses

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RB	Commercial (gas station)
South	Lancaster County	RB and LDR	Redstone P1 and Blackhorse Run Neighborhood
East	Lancaster County	MX and LDR	Blackhorse Run Neighborhood and Red Ventures Campus
West	Lancaster County	RB	Hwy 521 Commercial Corridor/Commercial

ANALYSIS & FINDINGS:

Zoning Districts
Pursuant to UDO Chapter 2.3, the current RB District *is generally located on the major thoroughfares in the community and provides opportunities for the provision of offices, services and retail goods to meet the surrounding region. The regulations for this district are intended to accommodate the predominantly auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns.*

The proposed MX District *is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories.*

Compatibility with Surrounding Area
The subject property is surrounded by several properties to the north, south and west that are zoned for non-residential purposes (primarily RB and MX), as well as other properties to the south which are zoned for residential uses (LDR). The proposed MX District would consist of both residential and non-residential uses intermingled closely together. Staff finds that the proposed rezoning of the property to MX District is compatible with the surrounding area and consistent with UDO Section 2.3.

Mixed-Use District/Master Development Plan
Pursuant to Unified Development Ordinance (UDO) Section 9.2.9.B.8, the Planning Commission shall hold a public hearing on Master Development Plan proposals. Further, pursuant to UDO Section 9.2.9.B.9, the County Council may approve, deny or approve with conditions the application for a Master Development

Plan; however, no Master Development Plan shall be approved unless the following "findings of fact" can be made:

a. Consistency with Comprehensive Plan*. All mixed use development shall be designed, constructed and maintained in conformance with the applicable guidelines and standards established by the Lancaster County Comprehensive Plan.*

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 below.

The Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, beginning 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 MX 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	

The proposed Master Development Plan would result in development that is consistent with the Neighborhood Mixed-Use Future Land Use Category, as well as the land use considerations set forth for the supplementary Pedestrian Center designation. See below for a visual representation of a Pedestrian Center in the Comprehensive Plan.

Pedestrian Center

Accordingly, staff finds that the Master Development Plan is consistent with the Comprehensive Plan.

b. Integration with Transportation System*. Mixed use developments shall be designed to integrate into the adjacent transportation system relative to:*

i. Pedestrian connections to ensure accessibility to current or future transit service, if applicable;
ii. Connectivity to existing and future roadways, sidewalks and pathways;
iii. Complete streets roadway design that accommodates multiple transportation modes;
iv. Strategic locations of parking lots and structures;
v. Compatibility with the regional transportation system of arterials and collectors; and
vi. Access management to provide internal connections between uses and prohibit individual driveway access to perimeter roads.

The Master Development Plan is interconnected with Redstone Phase I, the Red Ventures campus, and the US 521 Corridor using a series of private roads featuring ornamental street trees and lighting. Pedestrian paths are thread throughout the project creating opportunities for residents and visitors to navigate the center on foot and to surrounding destinations.

A Traffic Impact Analysis was prepared for both Redstone Phases I and II in August of 2016. The study recommended construction of various traffic signal and turn lane improvements along US 521 and later at SC 160/Opportunity Drive with its construction. Said improvements have already been constructed. A supplementary traffic analysis was prepared in April 2022 to evaluate whether the previously constructed improvements for the original Phase 2 concept (more retail focused) would continue to satisfactorily mitigate the impacts with the current Phase 2 concept (more residential focused). The analysis indicates the previously constructed improvements continue to be satisfactory. The analysis is included as Attachment #4 and has been approved by SCDOT and Lancaster County staff.

Based upon the above, Staff finds that the proposed Master Development Plan is consistent with the required "finding of fact" pertaining to Integration with the Transportation System.

c. Impact on Infrastructure*. The development is staged in a manner that allows for and facilitates the timely provision of public utilities, facilities and services.*

The Lancaster County Water and Sewer District (LCWSD) has reviewed the proposed Master Development Plan and has provided the applicant with comments associated with the potential need to upgrade an existing pump station and make other more incidental utility improvements. Subject to

this, as well as future information requested by LCWSD being provided, the proposed Master Development Plan is consistent with the required "finding of fact."

***d. Compatibility of Uses and Structures**. The mixed use development is planned so land uses and densities create an appropriate transition to existing or planned uses and densities on adjoining properties.*

As noted previously, the subject property is surrounded by several properties to the north, south and west that are zoned for non-residential purposes (primarily RB), as well as properties to the east which are zoned for residential purposes (LDR). The proposed Master Development Plan consists of both residential and non-residential uses. This distribution of uses will result in appropriate transitions with adjoining properties. Environmentally sensitive lands will also be retained on the project's eastern perimeter providing a natural buffer with the adjacent Black Horse Run neighborhood. Accordingly, staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

***e. General Site Design**: The following characteristics shall be incorporated into the mixed-use development:*

i. Pedestrian accessibility/concentration of development (critical mass) in a compact, walkable area.
- *Uses are concentrated to promote convenient pedestrian access. Large projects concentrate uses in multiple nodes, each preferably within a quarter-mile diameter.*
- *Pedestrian circulation is clearly defined and connects all uses.*
- *Bicycle and pedestrian access are provided to adjacent developments.*
- *Sidewalks are provided on each side of rights-of-way or private streets throughout the development.*
- *Strip commercial development characterized by single story uncoordinated, unconnected buildings with large street frontage parking lots is specifically prohibited. Strip malls with uncoordinated, unconnected out parcels are prohibited. All structures are fully integrated into the mixed use project through common design themes (including, but not limited to, lighting, benches, landscaping, other decorative features but not necessarily building design), integration with a variety of uses, nonlinear arrangement, common spaces, pedestrian walkways, vehicular access connections and other features.*

ii. Plazas, courtyards and other common areas are provided for public gathering and interaction. Amenities, such as benches, planters, lighting, fountains, art and landscaping that further the design theme of the project and encourage interaction shall be provided.

iii. Mixed use projects require special attention to building design because of the relationship of land uses in close proximity. Functional integration of residential and commercial uses shall be considered during design of mixed use projects. The following standards are intended to guide development of mixed-use projects:

- *The mixed use development shall be designed and developed to provide an appropriate interrelationship between the various uses and structures within the development through the use of complementary materials, unified streetscape treatment, buffering, connectivity for vehicular and pedestrian movement, building orientation, parking location and height transition.*
- *Residential and commercial uses may be located within the same or adjoining structures, provided applicable health and safety regulations are followed.*

- *Structures shall provide architectural relief and interest, with emphasis at building entrances and along sidewalks, to promote and enhance a comfortable pedestrian scale and orientation. Structures shall have consistent scale and massing to create a unified project. Compatibility with the immediate context is required. However, gradual transitions in scale and massing are permitted.*
  - *Blank walls shall be avoided by including ground floor windows, recesses, extensions and breaks in roof elevation.*
  - *Design shall provide differentiation between ground level spaces and upper stories. For example, bays or balconies for upper levels, and awnings, canopies or other similar treatments for lower levels can provide differentiation. Variation in building materials, trim, paint, ornamentation, windows, or other features such as public art, may also be used.*
  - *Design shall ensure privacy in residential sectors through effective window placement, soundproofing, landscape screening or orientation of outdoor living areas (e.g., balconies, porches and patios). Opposite facing windows at close distances should be offset vertically or horizontally, or employ appropriate materials (e.g., glazed or tinted) to protect privacy.*

The Master Development Plan incorporates multiple commercial building and one mixed-use building along with their respective sidewalk/streetscape elements. These streetscapes will be able to incorporate benches, planters and lighting to encourage interaction that will also compliment the larger central lawn area. The following conceptual renderings help articulate the streetscape and architectural design concept for the project. Additional images are contained at the end of the master plan set.

Accordingly, staff finds that the proposed Master Development Plan will be consistent with the required "finding of fact." subject to the final design of community spaces within the development being generally consistent with what has been provided to staff by the developer/applicant and those comments provided in-turn.

f. *Housing diversity shall be required within the district - At least two (2) different residential types (attached, detached, multiple family, or two family) with a range of prices and sizes shall be incorporated into the development. Single-family lot sizes shall be varied to provide a mixture of lot sizes.*

The Master Development Plan consists of 350 apartments within 7 buildings; one of which consists of a mixed-use building that would include retail/restaurant uses on the ground level. In addition to the conventional apartments there will be 20 townhome style rental units within the development; thereby achieving compliance with the required "finding of fact."

g. *Permitted flexibility in lot sizes, setbacks, street widths and landscaping shall result in a more livable development, preservation of natural features and creation of open space consistent with the policies of the comprehensive plan and this ordinance.*

There are generally no requests for flexibility and therefore staff finds the project in compliance with this "finding of fact."

h. *Mixed-use developments shall not be gated and shall be interconnected to surrounding developments. Mixed-use projects shall be designed as an integral part of the surrounding community and not as an isolated development.*

The project is not gated and is interconnected with surrounding areas using a series of private roadways and sidewalks. Staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

DEVELOPMENT AGREEMENT

Unified Development Ordinance (UDO) Section 9.2.18.A.3, Development Agreements (DA) are required for all land development projects that seek rezoning to a mixed-use zoning district.

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.

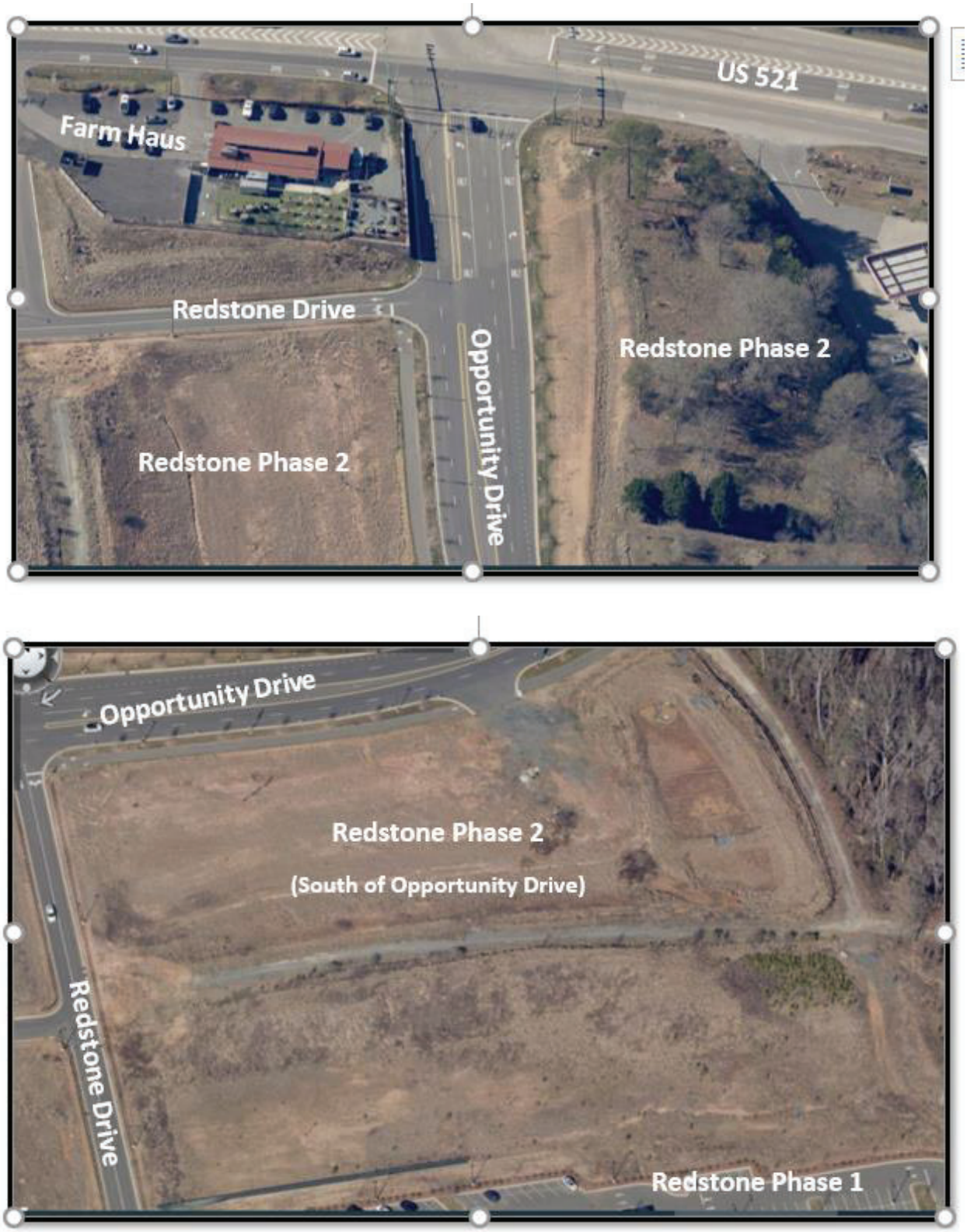
The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on August 8, 2022.

COMMUNITY MEETING:

The applicant held a community meeting on May 3, 2022, at 6:00 p.m. There were approximately 14 attendees at the meeting. There was a presentation by the development team followed by a question and answer period. Attachment #6 are meeting notes prepared by the development team.

PROJECT AREA LOCATION MAPS:

Location Map



Aerial Views

STAFF RECOMMENDATION:

Staff recommends:

(1) **Approval** of RZ-2021-1650 to rezone approximately 25.79 acres from Regional Business (RB) District to Mixed Use (MX) District;

(2) **Approval** of MX-2021-1650 a Master Development Plan and Preliminary Plat for a proposed 370-unit (townhome/multifamily apartment), 24,000 square foot nonresidential development, and one outparcel mixed area development subject to conditions of approval; and

(3) **Approval** of DA-1650 a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 370-unit (townhome/multifamily apartment) and 24,000 square foot nonresidential development and one outparcel mixed area development. All pursuant to the following findings of fact:

Findings of Fact:

1. That the subject property consists of 25.79 acres of land generally located SE Corner of Hwy 521 and Hwy 160/Opportunity Drive intersection (TM#s 0005-00-106.06, 0008-00-015.00 (portion of), 0005-00-106.05 (portion of), and 0005-00-106.4)
2. That the subject property has a Future Land Use Category of Neighborhood Mixed Use with a Community Type of Walkable Neighborhood and Pedestrian Center designation;
3. That the subject property is zoned Regional Business (RB) District;
4. That the 25.79 acre subject property is proposed to be rezoned Mixed Use (MX) District;
5. That, should this rezoning be approved, the 25.79-acre property would be developed with 350 apartments, 20 townhome style units, and approximately 24,000 square feet of non-residential floor area with one commercial outparcel; and
6. That the proposed Master Development Plan will meet the required "findings of fact" as set forth in UDO Section 9.2.9.B.9, subject to complying with the following conditions of approval.

Master Plan Condition of Approval:

1. The project is recommended for approval subject to the following conditions of approval:
    a. Resolution of TRC Comments applicable for Master Plan stage (Attachment 7)*;
    b. Exterior building facades shall be designed to comply with UDO Chapter 3 building design requirements regardless of depictions in conceptual elevations. In particular,
        i. All buildings shall meet min. transparency/glazing requirements; and
        ii. Building 5 shall be designed with a prominent entrance facing the primary north-south street; and
        iii. Ground floor elevation of the apartment and townhome buildings shall be elevated a minimum of 2-ft above grade; and
        iv. Balconies for residential buildings shall comply with UDO dimensional requirements; and
        v. Screening of dumpsters and outdoor mechanical and utility equipment shall comply with UDO requirements.
    c. Final tree and shrub species will be determined at the Civil Construction Plan permit stage.

*****It is important to note that many of the attached June 15, 2022 comments have been resolved via follow-up meetings and resubmittals, however, the third project submittal review has not been completed by all reviewers as of the date of this report.

ATTACHMENTS:

1. Applications
2. Location Map/ Zoning Map
3. Master Development Plan
4. Traffic Impact Analysis (DRG)
5. Development Agreement
6. Community Meeting Notes
7. TRC Comments (6/15/22)

STAFF CONTACT:

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

DocuSign Envelope ID: 30E2C6EF-301A-406A-B023-5A3FC61BB5AC

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 Indian Land / SE corner of Hwy 521/ 160 Intersection

06/28/2022
KPS

City Charlotte State NC Zip 28203 Tax Parcel ID ~~0005-00-106.00~~ 0005-00-106.06, 0008-00-015.00, 0005-00-106.05, 0005-00-106.04

Current Zoning RB Current Use Undeveloped

Proposed Zoning MX Total Acres 25.79

Project Description Vacant land situated between Red Ventures Campus and Redstone retail project

Surrounding Property Description Surrounding properties include General business, Regional Business, Mixed use, and Low Density Residential

CONTACT INFORMATION

Applicant Name Redstone Investors, LLC

Address 2400 South Blvd, Suite 300

City Charlotte State NC Zip 28203 Phone 704-561-5253

Fax _____ Email mbilodeau@mpvre.com

Property Owner Name Red Stone Investors, LLC

Address 2400 South Blvd, Suite 300

City Charlotte State NC Zip 28203 Phone 704-561-5253

Fax _____ Email mbilodeau@mpvre.com

DocuSign Envelope ID: 30E2C6EF-301A-406A-B023-5A3FC61BB5AC

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.

RED STONE INVESTORS, LLC

By: MPV RED STONE, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

By: DocuSigned by: Steve Vermillion E762FBEE9AB1431...

Title: Manager

Applicant — 1/5/2022 Date

RED STONE INVESTORS, LLC

By: MPV RED STONE, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

By: DocuSigned by: Steve Vermillion E762FBEE9AB1431...

Title: Manager

Property Owner(s) 0005-00-106.00, 0008-00-015.00 — 1/5/2022 Date

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

SEE ADDITIONAL PAGE FOR SECOND APPLICANT/PROPERTY OWNER INFORMATION

DocuSign Envelope ID: 30E2C6EF-301A-406A-B023-5A3FC61BB5AC

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

CONTACT INFORMATION

Applicant Name Lancaster Real Estate Group, LLC

Address 1423 Red Ventures Drive

City Indian Land State SC Zip 29707 Phone _____

Fax _____ Email _____

Property Owner Name Lancaster Real Estate Group, LLC

Address 1423 Red Ventures Drive

City Indian Land State SC Zip 29707 Phone _____

Fax _____ Email _____

DocuSign Envelope ID: 30E2C6EF-301A-406A-B023-5A3FC61BB5AC

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.

DocuSigned by:
Mark Brodsky
BC3C367FFCC24C0...

Mark Brodsky — 1/5/2022

Applicant — Date

DocuSigned by:
Mark Brodsky
BC3C367FFCC24C0...

Mark Brodsky — 1/5/2022

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**

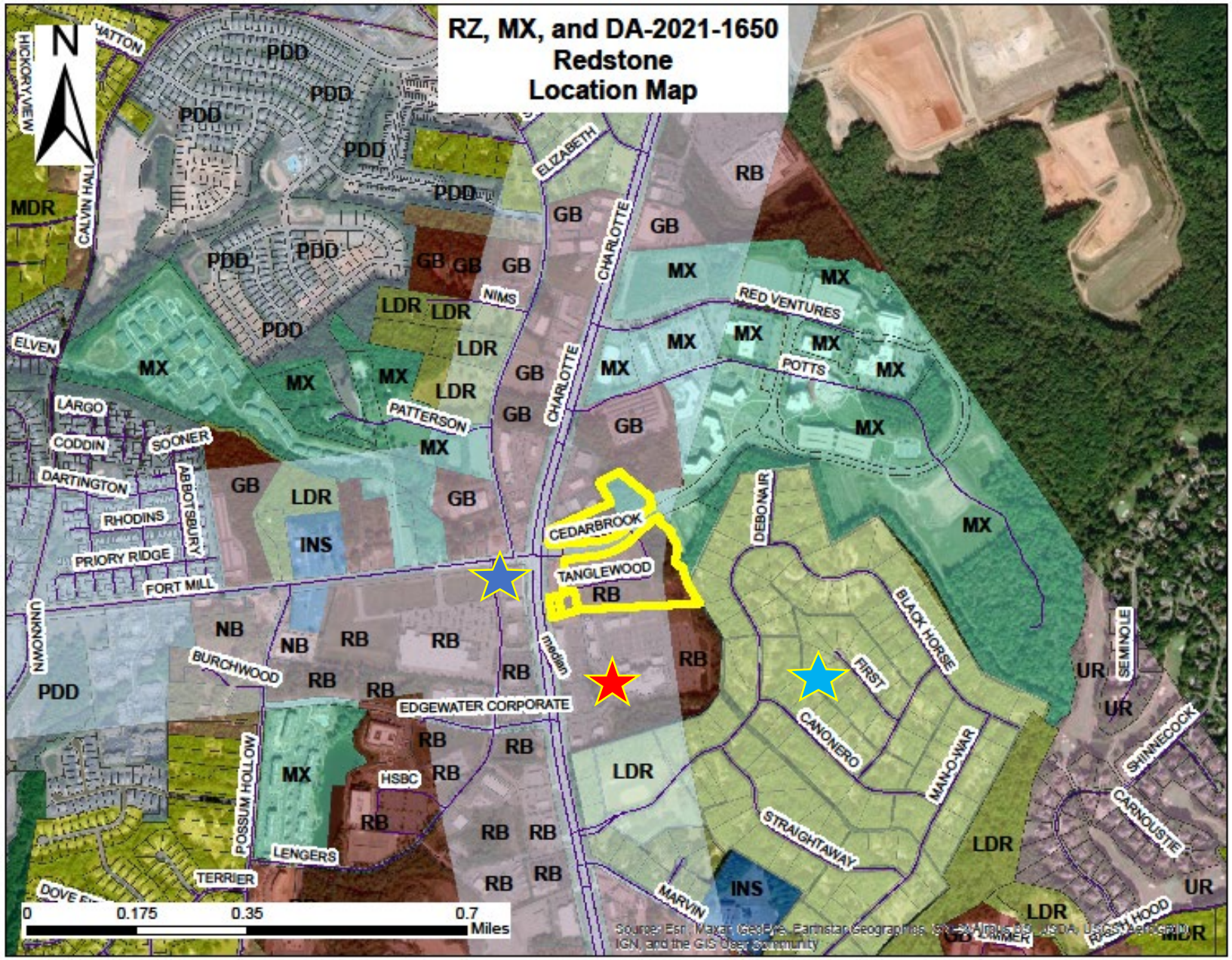
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

Legend:

- Subject Property
- Lowe's
- Redstone I
- Black Horse Run Subdivision

DESIGN RESOURCE GROUP

TRANSPORTATION TECHNICAL MEMORANDUM (TTM)

Date: April 27, 2022

To: Michael C. Bilodeau
Development Manager

MPV Properties

From: Randy E. Goddard, PE
Senior Principal
Design Resource Group, PA (COA 2370)

Subject: **RedStone Phase II Update - Trip Generation Update & Comparison Memorandum (397-035)**

The purpose of this memorandum is to compare the anticipated trip generation for the current RedStone Phase II MX (mixed-use) development scenarios to the previously approved RedStone Phase II trip generation as analyzed in Design Resource Group's August 2016 *SC 160 Access Traffic Impact Analysis* (TIA).

The approved SC 160 Access TIA assumed the following land use for RedStone Phase II:

- 160,700 SF of retail

The current RedStone Phase II (see attached Overall Site Plan) proposes one of the following development scenarios:

Scenario 1

- 372 multi-family units
- 24,000 SF of retail

Scenario 2

- 372 multi-family units
- 24,000 SF of retail
- 5,000 SF retail outparcel (to be developed at a future undetermined date)
- 10,000 SF retail outparcel (to be developed at a future undetermined date)

The trip generation used in the SC 160 Access TIA was completed assuming the most current version of ITE at the time with was the 9th Edition. For consistency purposes, the following trip generation comparison table also utilizes the ITE 9th Edition calculations as these anticipated volumes will more closely reflect the actual analysis volumes.

2459 Wilkinson Boulevard, Suite 200
Charlotte, NC 28208

o 704.343.0608
w www.drgrp.com

The daily and peak-hour trip generation data for the previously approved development plan and current development plans (Scenarios 1 & 2) is presented in the tables below. Values derived for the anticipated trips generated by the site are obtained from the Institute of Transportation Engineers, Trip Generation Manual, 9th Edition, 2012.

Scenario 1 Trip Generation Comparison Table

Land Use [ITE Code]			Daily	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Approved Development Plan									
Retail [820]	160,700	SF	9,244	129	79	208	395	428	823
Current Development Plan									
Apartments [220]	372	DUs	2,378	37	149	186	144	78	222
Retail [820]	24,000	SF	2,686	40	25	65	110	120	230
Proposed Plan Total New Trips			**5,064**	**77**	**174**	**251**	**254**	**198**	**452**
Difference between Approved and Current Development Plan Trips			**-4,180**	**-52**	**95**	**43**	**-141**	**-230**	**-371**

References:
Trip Generation, 9th Edition, Institute of Transportation Engineers, Washington, DC. 2012.

Approved Development Plan

Based on the trip generation results, the approved development plan is anticipated to generate 208 AM peak hour trips and 823 PM peak hour trips.

Current Development Plan (Scenario 1)

Based on the trip generation results, the current development plan is anticipated to generate 251 AM peak hour trips and 452 PM peak hour trips.

Trip Generation Comparison

When comparing the current development plan to the approved development plan, the trip generation results indicate the current development plan is anticipated to generate approximately 43 more AM peak hour trips and 371 less PM peak hour trips than the approved development plan.

Scenario 2 Trip Generation Comparison Table

Land Use [ITE Code]			Daily	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Approved Development Plan									
Retail [820]	160,700	SF	9,244	129	79	208	395	428	823
Current Development Plan									
Apartments [220]	372	DUs	2,378	37	149	186	144	78	222
Retail [820]	39,000	SF	3,682	55	33	88	153	166	319
Proposed Plan Total New Trips			**6,060**	**92**	**182**	**274**	**297**	**244**	**541**
Difference between Approved and Current Development Plan Trips			**-3,184**	**-37**	**103**	**66**	**-98**	**-184**	**-282**

References:
Trip Generation, 9th Edition, Institute of Transportation Engineers, Washington, DC. 2012.

Approved Development Plan

Based on the trip generation results, the approved development plan is anticipated to generate 208 AM peak hour trips and 823 PM peak hour trips.

Current Development Plan (Scenario 2)

Based on the trip generation results, the development plan (with the two retail outparcels) is anticipated to generate 274 AM peak hour trips and 541 PM peak hour trips.

Trip Generation Comparison

When comparing the current development plan to the approved development plan, the trip generation results indicate the current development plan is anticipated to generate approximately 66 more AM peak hour trips and 282 less PM peak hour trips than the approved development plan.

Conclusion

It is our opinion that the trips generated by the current RedStone Phase II MX development plan (under either scenario) does not significantly increase the AM peak trips and will generate significantly less PM peak trips when compared to the approved development plan that was previously studied in Design Resource Group's August 2016 *SC 160 Access Traffic Impact Analysis.* Furthermore, since the trip generation for the current Phase II MX plan is not anticipated to significantly increase the previously analyzed trip generation, no additional roadway mitigation should be deemed necessary for approval of this modification to the development plan.

Please contact us should you have any questions or need any additional information.

Attachments: Overall Site Plan

cc: File

DEVELOPMENT SUMMARY

-370 MULTIFAMILY UNITS

-24,000 SF RETAIL

-5,000 SF RETAIL OUTPARCEL (TO BE DEVELOPED AT FUTURE UNDETERMINED DATE)

-10,000 SF RETAIL OUTPARCEL E (TO BE DEVELOPED AT FUTURE UNDETERMINED DATE)

RETAIL OUTPARCEL
±.45 ACRES
(5,000 SF FUTURE RETAIL)

OPPORTUNITY DRIVE
DEDICATED PRIVATELY MAINTAINED R.O.W.

OUTPARCEL E
FUTURE DEVELOPMENT
(±10,000 SF FUTURE RETAIL)

OUTPARCEL "D"

HIGHWAY CORRIDOR OVERLAY LIMITS

FORT MILL HIGHWAY

4 STORY APARTMENT BUILDING 1
FFE: 645

4 STORY APARTMENT BUILDING 2
FFE: 642.00

4 STORY APARTMENT BUILDING 3
FFE: 643

4 STORY APARTMENT BUILDING 4
FFE: 636

4 STORY APARTMENT BUILDING 6
FFE: 650

4 STORY APARTMENT BUILDING 7
FFE: 644

4/5 STORY APARTMENT BUILDING 2

CLUB / AMENITIES

GROUND LEVEL RETAIL
8,000 SF
FFE: 644.5

FUTURE RETAIL
7,500 SF
BLDG 3
FFE: 642

FUTURE RETAIL
8,500 SF
BLDG 5
FFE: 639

TOWNHOUSE BLOCK 10

TOWNHOUSE BLOCK 9

TOWNHOUSE BLOCK 8

STREET A
MOD. LOCAL URBAN - 72' R.O.W.

STREET B
MOD. LOCAL URBAN - 72' R.O.W.

STREET C
MOD. LOCAL URBAN - 72' R.O.W.

STREET D
MOD. LOCAL URBAN - 72' R.O.W.

STREET E
MOD. LOCAL URBAN - 72' R.O.W.

STREET F
MOD. LOCAL URBAN - 72' R.O.W.

STREET G
MOD. LOCAL URBAN - 72' R.O.W.

EXISTING RETAIL

NOW OR FORMERLY
CULP BROTHERS INC.
DEED:2005-2974
#0008-00-010.00

NOW OR FORMERLY
EXXIT, LLC
DEED:1151-223
PB:2017-885
#0008-00-013.01
ZONING:RB

NOW OR FORMERLY
GM, LLC
DEED:1184-287
PB:2017-885
#0008-00-013.00
ZONING:RB

NOW OR FORMERLY
INDIANLAND, LLC
DEED:2014-0175
PB:0004-0122
#0005-00-104.00
ZONING:RB

NOW OR FORMERLY
LANCASTER REAL ESTATE GROUP, LLC
% RED VENTURES, LLC
DEED:817-234
PB:2014-540
#0005-00-106.01
ZONING:MX

NOW OR FORMERLY
LANCASTER REAL ESTATE GROUP, LLC
% RED VENTURES, LLC
DEED:817-234
PB:2014-540
#0005-00-106.00
ZONING:MX

NOW OR FORMERLY
LANCASTER REAL ESTATE GROUP, LLC
% RED VENTURES, LLC
DEED:817-234
PB:2014-540
#0005-00-106.03
ZONING:MX

NOW OR FORMERLY
DAVID W. MENEAR &
DRUSILLA C. MENEAR
DEED:298-277
#0008B-00-009.00
ZONING:LDR

NOW OR FORMERLY
SANDRA C. SISTARE
DEED:0010-0106
#0008B-00-008.00
ZONING:LDR

NOW OR FORMERLY
SEAN CASEY
DEED:1004-332
#0008B-00-007.00
ZONING:LDR

NOW OR FORMERLY
ANITA WILKES
DEED:1508-3033
#0008B-00-006.00
ZONING:LDR

NOW OR FORMERLY
JAMES A. MOSS, &
BEVERLY KAY MOSS
DEED:0007-7200
PB:559-5060
#0008B-00-005.00
ZONING:LDR

NOW OR FORMERLY
DALE H. JORDAN &
TAMRA W. JORDAN
DEED:1121-29
PB:2001-357
#0008B-00-004.00
ZONING:R15-P
1.03 AC.

NOW OR FORMERLY
RICHARD J. BANIK
DEED:820-89
PB:C668-00
#0008B-00-003.00
PLAT #:1988
ZONING:R15-P
1.03 AC.

NOW OR FORMERLY
DENNIS H. ELVER
#0008B-00-002.00

NOW OR FORMERLY
ASHOK AHLUWALIA
DEED:80-280
#0008B-00-006.00
ZONING:GB

EXISTING PUBLIC R/W U.S. HIGHWAY 521

STORM WATER MANAGEMENT

SCALE: 1"=60'
0 30' 60' 90' 150'

RED STONE PHASE II

PN1021273 | 04.26.2022

LandDesign.

Summary – RedStone Phase II neighborhood Meeting

MPV properties hosted a Neighborhood Meeting to discuss RedStone Phase II on Wednesday, May 3, 2022. The meeting was held inside the RedStone 14 Theatre and started at 6:00 PM. Several weeks prior to event, MPV paid to have four signs posted at various "hot" spots within RedStone alerting the public to the upcoming event. Prior to signage installation, MPV informed (via email) the POA Director of Blackhorse Run of the meeting and asked him to share event details w/all BHR residents.

A total of 14 attendees signed in, although it is highly likely several attendees chose not to sign their name on the sign-up sheet located at the theater entrance.

Mike Bilodeau was the presenter and spoke on behalf of the project. He opened by discussing the history of past County decisions, namely (a) adoption of Comprehensive Land Use Plan 2014-2024 which called for (among other things) pedestrian-friendly, high-density development at the intersection of Highway 160 / 521, and (b) a new UDO, which created a new Zoning District (MX) that enabled the very development envisioned by the Land Use Plan. In response to these County decisions, MPV assembled a team of architects, land planners, civil engineers and retail and M/F developers to create the first design of RedStone Phase II. The primary drivers being:

- Create Gateway project that will deliver on County's desire for higher density/MX uses at strategic intersection.
- Elevate Red Ventures Campus and RedStone Phase I by adhering to high quality design and programming.
- Create Open Space / Public Green at center of project that connects Phase I and II. (Note: MPV promised to include a common event lawn when County Council approved RedStone Phase I in 2014).

After the opening, Mike played the keynote presentation on the full Theater screen and subsequently answered questions for 40^{+} minutes thereafter.

The following is a summary of attendees and questions asked/answered.

List of Signed in Attendees

Stephen Andes, T Bodack, Ann Joseph, Kim Sabatini, Frank Rizzo, James Rivenbark, Ed Kowalski, Cory Threaft, Deonica Lewis, Melissa Thornton, Tom O Neill, Jay Camp, Ashok Ahluwalia, Tim Horton

Questions

1. Will Phase II contain parking decks? No.
2. Will MPV continue to maintain a sizable undisturbed buffer w/BHR, as was done in Phase I? Yes.
3. Will there be a connection from Phase II to BHR? No.
4. Do you know what restaurants will locate in Phase II? Not at this time.
5. Will green / event space be used for "free" public events? Yes.
6. If current Phase II plan is not approved, what would take its place? A large "big-box" tenant. It is MPV's contention however that such a project is not in the County's / Public's interest because (a) is inconsistent w/Land Use Plan, (b) big-box traffic generation – owing to customer turnover on a daily basis – will generate much high traffic volume, (c) big-box tenants have constant, night-time deliveries

forcing MPV to install a truck court along rear side of Phase II, (d) big box tenants tend to attract crime, while developer/owner of residential component will be able to control unsavory activity by removing residents who fail to satisfy lease requirement of "quiet enjoyment."

7. Is project already approved. No, all MX projects require County Council approval to proceed, and this project also requires a partial rezoning of RedStone.
8. Will parking lots be gated? It is possible MPV will gate the residents' parking areas…that will be something MPV will evaluate / consider once Phase II becomes operational.
9. Will Phase II require you to build more stormwater detention facilities? No. The stormwater detention facilities design and constructed during Phase I were sized to accommodate both phase I and II. However, as a matter of good faith, though not statutorily required, MPV agreed to upsize Redstone's main detention pond from a 10-year storm event to 25 years. MPV also agreed to downsize the pond's outlet feature form a 12 to 6".
10. Does stormwater from Red Ventures flow to RedStone or does RV have their own stormwater detention facilities? No, all RV stormwater is collected in separate detention facilities, all of which are located on RV property – not RedStone.
11. Will any section of Phase I, in particular the area along the project's eastern edge nearest BHR and the storm pond, be altered as a result of the Phase II Plan? No, Phase I will remain "as-is" and the Phase II project will be incorporated accordingly. Also, our agreement w/Stone Theater prevents us form altering the current layout of Phase I.
12. Do current RedStone tenants support the MX/ Phase II Plan? Yes, enthusiastically. Especially Stone Theater who was the first group who saw the MX Plan. Both Sone Theater and their lender are 100% in support of the MX Plan.

Lancaster County
Planning Department
P. O. Box 1809
Lancaster, SC 29721
803.285.6005
planning@lancastercountysc.net

June 15, 2022

Dennis Walls
Land Design
223 N. Graham Street
Charlotte, NC 28202

Project Number	20211650
Project Name	RedStone - Ph. II
Location	Hwy. 521 / Opportunity Dr.
Stage	MXU Master Plan
Parcel(s)	
Status	Not Approved

Dear: Dennis Walls

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed and revised plans submitted with a response letter.

If the attached comments require changes to the plans, please submit the requisite number of sets, along with a pdf of the plan set on a CD, to the Lancaster County Planning Department.

Once revised plans are received, they will be submitted to staff for review.

Please be aware that plans will not be routed for review without a response letter

Sincerely,

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406
sblackwelder@lancastersc.net

Not Approved

Review Comments:

See Attached pdf. for italics and formatting as written. Below is the body of the same document.

E911 Address - Sandra Burton - (803) 416-9325
sburton@lanc911.com

Approved

Review Comments:

1. Addresses will be issued upon receipt of a recorded plat, Planning Dept. approval letter, and CAD file
2. CAD file, in a 2010 version, no 3d, needs to be sent to addresser@lanc911.com
3. Floor plans for all apartment will be needed as each will be issued an address which will be placed on our dispatch map.

Fire Marshal - John Magette - 8032838888
jmagette@lancastersc.net

Not Approved

Review Comments:

1.This is a review of a sketch plan only, a more detailed review will be done at the civil plan review.
2. Detached garages appear to be more than 500 feet as an apparatus would lay hose from a fire hydrant.
3. Fire truck turning movements show trucks crossing curbs at several locations. Ensure that turning movement uses Lancaster County Turning Report for our largest apparatus. (Attached)

LC Water & Sewer District - James Hawthorne - (803) 285-6919
james.hawthorne@lcwasd.org

Not Approved

Review Comments:

A sewer line/easement stub-out will required for parcels 0008B-0C-006.00 and 0008B-0C-004.00. This will need to be shown on the plans.
With the addition of multi-family units, there is a likelihood the existing Red Stone pump station may need to be evaluated for upsizing/modifications to accommodate the proposed flow. The estimated flows need to be provided to LCWSD to further investigate this concern.
Fire hydrant placement is a concern, as fire hydrants need to be on the same side of the road as the water main itself. FDC locations may need to be adjusted to not conflict with this issue.
Look to have the water main not be installed in the middle of the pavement. LCWSD had the engineer avoid having water mains in Red Stone Phase 1 installed within the pavement (where possible). Be sure to update the landscaping plan to avoid having trees/planting within 10' of the water main.
The sewer services coming off the sewer main needs to be labeled as a Schedule 40 sewer service, to distinguish from the sewer main.
Look to have the manhole moved outside of Opportunity Lane outside of the pavement, on the same side of the road as the proposed multi-family units.
The multi-family units may need private fire hydrants shown behind the meters, which will eliminate the need for new public fire hydrants (which are not necessary for LCWSD).

Planning - Rox Burhans - 803-285-9422
rburhans@lancastersc.net

Not Approved

Review Comments:

1. PARKING QUANTITY: The information contained in the June 2nd email combined with the earlier analysis prepared by Land Design is very helpful in understanding the parking demand/supply in the two phases of Redstone. Thank you for taking the time to prepare this. As suggested in the email, you may propose a percentage of the 24,000 sq. ft. of commercial space to be used for restaurants or brew pubs, etc. and show how the Phase 2 parking quantity meets said parking requirements. Alternatively, we can discuss formalizing the information into a parking plan letter or memo.

Current parking rates can be found in the online edition of the UDO (Chapter 7/PDF Page #21).

2. PARKING STALL DIMENSIONS
-90-Degree Stalls: The proposed dimensions for the 90-degree stalls are significantly undersized and appear to be coming from the “min.” parking category in the UDO parking table. This is generally regarded as an ordinance error or exclusively targeting compact vehicles. A 90-degree bay of parking for conventional vehicles has a min. overall width of 60-ft with 9-ft wide stalls. Please modify your 90-degree stalls to be 9-ft wide, 18-ft deep, and with a 24-ft wide drive aisle. Please refer to the previously provided Phase 1 plans for an example of this arrangement.
-60-Degree Stalls: The 60-degree stalls with the two-way drive aisle cannot use the same stall depth as one-way parking areas. Increase stall depth to 20.5-ft or larger on each side.

3. SIDEWALKS:
-Per earlier comments, clearly show newly identified frontage sidewalk on north side of Opportunity Drive extending full length of project and tying into existing sidewalk on Opportunity Drive further east.
-Please show sidewalk across Hwy 521 frontage of retail outparcel or provide call out indicating it will be provided with outparcel construction.
-Per earlier comments, please show sidewalk on western side of interior lawn/greenspace connecting to existing Phase 1 buildings to south.

4. TOWNHOME UNITS: Prior comments asked for the dimensions of individual lots be shown in compliance with UDO Section 3.6.8.A (lot area and width). Commentary was provided in response reflecting the units would not have parcel boundaries. Please provide the width and area of the units (using imaginary property lines for individual unit boundaries) in compliance with the above comments or demonstrate how these units comply with another acceptable multifamily building type.

5. TIA: We will need SCDOT concurrence on the submitted traffic memo. As of the date of this comments memo, we have not received this concurrence yet.

6. MIXED USE BUILDING HEIGHT: The project architect was going to prepare some detailed building height exhibits to show how tall these buildings are from finished grade to peak of roof and show where they measurements are specifically being taken. This information has not been received.

7. MIXED USE BUILDINGS DEPICTION: Buildings 4 and 7 need to have their distribution of ground floor commercial clarified on plan. You may wish to use demise line to reflect this on the building footprints for ground floor areas.

8. DETACHED GARAGES: The two garage buildings behind MF Building 2 do not meet 5-ft accessory structure setback requirements. Please adjust these building locations.

9. OUTPARCEL SETBACK: Depict 50-ft. building setback line from Hwy 521 for outparcel north of Opportunity Drive.

10. PRELIMINARY PLAT: The MX Master Plan submittal identifies the location of the private roads to be platted as ROW and the retail outparcel. Do you intend to subdivide any of the multifamily or commercial areas that have road frontage? If so, we need to identify future lot boundaries. Regardless of the answer to this, please update C203 title to reflect “Layout Plan and Preliminary Plat”

11. CROSS ACCESS: As a follow up to prior comments, please examine whether the northern section of project can tie into parcels 013.00 and013.01 with a stub. If this is not possible, please provide a grading or topo exhibit demonstrating challenges (can be separate/simple exhibit from master plan package).

12. BUILD TO ZONE: Per previous comments, it does not appear Buildings 1 (side frontage) and 2 (Opportunity frontage) are complying with the front and/or side BTZ requirements. The “urban plaza” also does not appear to comply with UDO Section 3.7.6 that would provide a permitted alternative. Have you considered shifting Building 5 slightly to the east to enable the southern building wall to be shifted closer to Opportunity and meet BTZ requirements? We could further designate the side street as a “service street” exempting the side walls from BTZ. Regardless of BTZs, we agree the urban plaza should be retained, which is an attractive feature.

13. APPROVAL PROCESS:
-Item will be scheduled for July 19th Planning Commission meeting
-Item will be scheduled for August 8 and 22 and September 12th County Council meetings (assuming a linear process).

Advisory Comments:

Comments related to architecture that will be addressed with future building permit submittal will be noted as conditions of approval.

SCDOT - David Gamble - (803) 385-4280 **No Review Needed**
GambleDD@scdot.org

Review Comments:

This site does not directly access a state maintained road. If a TIA is required please submit it to SCDOT for review.

LC School District - Bryan Vaughn - (803) 286-6972 **No Review Done**
Bryan.Vaughn@lcsdmail.net

Review Comments:

Impact Fee - Chanda Kirkland - 803-416-9390 **Approved**
ckirkland@lancastersc.net

Review Comments:

Thank you for the letter, this letter will be placed in the file showing that the impact fee doesn't not apply.

Development review

Project:	Redstone Phase 2 MXU Master Plan (Charlotte Highway)
Engineer/Architect:	Land Design, Inc.
Review date:	06/15/2022 based on Plan Set dated 4/28/2022
Review by:	T. Scott Edgar, P.E. CFM, Lancaster County
	Stephen Blackwelder, Environmental Compliance Manager, Lancaster County

General Comments:

1. The preliminary nature of this plan set does not provide adequate detail to formally comment, but the following are items of note from the information given.
   We met with owner, Mike Bilodeau, and Project Engineer, Kim Seddon, on May 26th. There are two parallel pond/systems in play at this location. This project, as proposed, adds stormwater flow from new impervious areas to **BOTH** of these systems. We explained to the project team that the county is going to upgrade the culvert under Black Horse Run Road and wants to ensure that it is properly sized for not only this development but for future water shed buildout and a study of the timing of the parallel pond systems in a holistic model is imperative to make sure what we design and build is correct and viable for the future. Below in italics are the original comments on the matter.

2. *This project is immediately upstream of known flooding issues in the Black Horse Run development. The residents state that floodwaters overtopping the roadways and impacting private property has become more frequent and severe since the construction of the previous Red projects.*
3. *These projects have been reviewed and approved under a mix of SC Department of Health and Environmental Control, DHEC, and Lancaster County. They have also been designed by multiple firms over a span of several years. We are concerned that this approach may not have yielded an overall evaluation of the watershed impacting the Black Horse Run community.*
4. *We are requesting that one firm evaluate future build out and denuded soil conditions as applicable for the entire watershed. A thorough evaluation of the existing and proposed modifications to the Best management Practices, BMPs utilized for these projects including timing of hydrograph peaks from various ponds and unmitigated areas. This should lead to a determination of how the peak flow rates at the Black Horse roadway crossings may be minimized and while reducing the duration of the peak flow release rates. This analysis should be evaluated under multiple storm scenarios, 0.2%, 1%, 10%, 25%, 50%, 100%.*
5. *The Red projects combined area is approximately 75% of the watershed contributing to the Black Horse Run Drive crossing. It does not appear that such an analysis has been undertaken and the safety and property of the downstream neighbors demands the exercise be undertaken.*
6. *Lancaster County acknowledges and understands the culverts under Black Horse Run roadways are undersized and we are planning to spend around $1 million downstream on Black Horse Run Road to alleviate one of the road issues.*
7. *Lancaster County and the Red team have a common goal of working together to optimize the structural measures in place and right sizing future modifications to protect property and enhance safety.*
8. The Drainage area across Opportunity Lane- Please provide documentation and/or calculations showing that this area was included in the master drainage plan for Red Ventures. If this is the

case, erosion control measures will need to be in place to ensure sediment is not going to get into the piping system to route to Dry Pond # 3.

9. Townhouse Building 13-
    a. The retaining wall as depicted on the plans submitted is on the Farm Haus property. It also bisects the driveway easement for that parcel. We remain concerned about the space from the property line to the roadway being wide enough to have this unit there even with a wall. Wall construction and geogrid space requirements will be challenging as there is not enough room with the height of the wall needed to mitigate the elevation change.
10. A cursory research of the applicable regulations applicable to this specific project, we have found the following:
    a. Pursuant to LC UDO section 8.1.4.A.1.- *..flood damage prevention provisions of this chapter to protect human life and health, minimize property damage,.. minimize public and private losses due to flood conditions...*
    b. Pursuant to LC UDO section 8.1.4.A.1.b- *..the purpose of the flood damage prevention provisions of this chapter to protect human life and health, minimize property damage….. by Restricting or prohibition uses which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion.*
    c. Pursuant to LC UDO section 8.4.1.A.2.f.- *For detention facilities, a section in the hydrologic and hydraulic analysis report that includes a plot or tabulation of storage volumes and water surface areas with corresponding water surface elevations, stage-discharge or outlet rating curves, and design hydrographs of inflow and outflow for the 2-year, 10-year, 25-year, and 100-year 24-hour storm events under existing and developed conditions.*
        i. In this specific case an analysis is also required at the Black Horse Run Road Crossing of the tributary serving Red projects.
    d. Pursuant to LC UDO section 8.4.1.A.3.e.- *A capacity analyses of the stormwater management system components off-site. An off-site downstream capacity analyses may be required by the administrator or designee when downstream flooding exists.*
    e. Pursuant to LC UDO section 8.4.3.B.2.a.iii- *The detention volume required shall be calculated using a 24-hour storm event and release rates shall not exceed the 2-year, 10-year, and 25-year pre-development release rates unless more intense storms are required by the Administrator.*
    f. Pursuant to LC UDO section 8.4.3.B.2.a.v.- *Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24-hour storm event such that fold velocities are not exacerbated and flood elevation are not increased to cause damage on adjacent properties.*
    g. Pursuant to SC DHEC SCR100000 section 3.2.8.A.III. -*Provide a full pond routing for each proposed pond/basin.. see sections a. b. c. & d. following.*
    h. Pursuant to SC DHEC SCR100000 section 3.2.10.A.II.-*Control stormwater discharges...to minimize downstream channel and streambank erosion…*
    i. Pursuant to SC regulation 72-307.B.(6)- *Where ponds are the proposed method of control, the person responsible for the land disturbing activity shall submit to the approving agency an analysis of the impacts of stormwater flows downstream in the*

watershed for the 10- and 100-year frequency storm event. The analysis shall include hydrologic and hydraulic calculation necessary to determine the impact of hydrograph timing modifications of the proposed land disturbing activity, with and without the pond.

11. There are two parallel pond/systems in play at this location. This project, as proposed, adds stormwater flow from new impervious areas to both of these systems. Lancaster County is expending significant resources to upgrade the culvert under Black Horse Run Road and wants to ensure that it is properly sized for not only this development but for future watershed buildout. An engineering a study of the timing of the parallel pond systems in a holistic model is imperative to make sure what we plan and build is correct and viable for the future. At this point, we have assumed worst case scenario for the Black Horse Run tributary, no detention upstream which may be inaccurate if the extended peak flow rates (hydrographs) from the upstream ponds are stacking on top of each other when it reaches Black Horse Run Road.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1820 / Planning Case Number: MX-2021-1650
Contact Person / Sponsor: R. Burhans / Planning
Department: Planning
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by Redstone Investors, LLC to approve a Master Development Plan and Preliminary Plat for a proposed mixed use project consisting of a 370-unit residential community (townhomes/multifamily apartments at 14 dwelling units per acre), 24,000 square feet of commercial non-residential development, and one commercial outparcel.
Please refer to the rezoning case staff report (RZ-2021-1650) for a copy of the associated analysis and other supporting materials.

Points to Consider:
The proposed development represents a reimagination of the second phase of Redstone. As some may recall, Redstone Phase 2 was originally conceived as an extension of the existing Redstone Shopping Center with an additional large expanse of retail and other commercial uses. The current concept reflected within the MX Master Plan incorporates multifamily uses, outdoor amenity spaces, and a more modest commercial presence, which is more in keeping with the "Pedestrian Center" designation assigned to this property in the Comprehensive Plan.

Funding and Liability Factors:
Not Applicable

Council Options:
To approve or disapprove the proposed master plan and preliminary plat.

Recommendation:
Planning Commission considered this item at their July 19th public hearing and recommended **approval** by a vote of 5 to 1 subject to a cross walk being provided on Opportunity Drive and having the master plan updated to provide additional landscaping/screening improvements to address compatibility concerns expressed by the Black Horse Run community. The dissenting believed the proposal had not satisfactorily addressed concerns from the Black Horse Run community. Staff also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1820	7/29/2022	Ordinance
MX Master Plan Application	7/21/2022	Backup Material
MX Master Plan	8/18/2022	Backup Material

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022-1820

AN ORDINANCE

TO APPROVE THE MASTER DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMISSION OF REDSTONE INVESTORS, LLC, FOR A PROPOSED 370-UNIT RESIDENTIAL COMMUNITY (TOWNHOMES/MULTIFAMILY APARTMENTS AT 14 DWELLING UNITS PER ACRE), 24,000 SQUARE FEET OF COMMERCIAL NON-RESIDENTIAL DEVELOPMENT, AND ONE COMMERCIAL OUTPARCEL. (TMS# 0008-00-015.00, 0005-00-0106.06, 0005-00-0106.05 AND P/O 0005-00-0106.04).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Redstone Investors, LLC, has submitted a Master Development Plan for a proposed mixed use commercial and 370-unit residential community development located upon 25.79 acres located at the SE Corner of Highway 521 and Highway 160 Intersection, Lancaster, South Carolina.

(b) Redstone Investors, LLC, has applied to rezone the approximately 25.79 acres from Regional Business (RB) District to Mixed Use (MX) District (proposed Ordinance 2022-1819) and is seeking approval of a development agreement for the subject property (proposed Ordinance 2022-1821).

(c) On July 19, the Lancaster County Planning Commission held a public hearing on the proposed Master Development Plan and, by a vote of 6-0 recommended approval of the Master Development Plan with the following conditions:

a. Resolution of TRC Comments applicable for Master Plan stage;
b. Exterior building facades shall be designed to comply with UDO Chapter 3 building design requirements regardless of depictions in conceptual elevations. In particular,
    i. All buildings shall meet min. transparency/glazing requirements; and
    ii. Building 5 shall be designed with a prominent entrance facing the primary north-south street; and
    iii. Ground floor elevation of the apartment and townhome buildings shall be elevated a minimum of 2-ft above grade; and

iv. Balconies for residential buildings shall comply with UDO dimensional requirements; and
v. Screening of dumpsters and outdoor mechanical and utility equipment shall comply with UDO requirements.

c. Final tree and shrub species will be determined at the Civil Construction Plan permit stage.

(d) The Future Land Use Map identifies these properties as Neighborhood Mixed Use. The proposed Master Development Plan will result in development that is consistent with the Neighborhood Mixed-Use Future Land Use Category. Accordingly, the Master Development Plan is consistent with the Comprehensive Plan.

(e) The Master Development Plan satisfies the requirements contained in the Unified Development Ordinance ("UDO") Section 9.2.9.B.9

Section 2. Master Development Plan Approval.

The Master Development Plan is approved.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	August 8, 2022
Public Hearing:	August 8, 2022
Second Reading:	August 22, 2022
Third Reading:	September 12, 2022

Approved as to form:

_____
John DuBose, County Attorney

DocuSign Envelope ID: 30E2C6EF-301A-406A-B023-5A3FC61BB5AC

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

MASTER DEVELOPMENT PRELIMINARY PLAT
MIXED-USE DISTRICT

APPLICATION AND APPROVAL PROCESS:

1. **Know what needs to be shown on the plan.**
   a. Plans must be reviewed by Lancaster County to ensure they meet the design standards in the UDO.
   b. Check the UDO for minimum lot width, lot area, building setback, and landscape buffer width requirements.
2. **Submit the following.**
   ☐ Project can be submitted online by creating an account at https://evolvepublic.infovisionsoftware.com/lancaster/?portal=project
   ☐Two (2) paper copies of Preliminary Plat and Supporting Data is required for all submittals over 10 pages.
3. **After the plan is approved:**
   a. You will be notified by email.

PROJECT INFORMATION

Project Address/Location: Indian Land / SE corner of Hwy 521/ 160 Intersection

6/28/2022 KPS

Tax Map ID/Parcel No.: 0005-00-106.06 ~~0005-00-106.00~~, 0008-00-015.00, 0005-00-106.05, 0005-00-106.04

Project Description: Vacant land situated between Red Ventures Campus and Redstone retail project (Phase I)

Applicant Name: Redstone Investors, LLC

Address: 2400 South Blvd, Suite 300, Charlotte, NC 28203

Phone: 704-561-5253 Fax: _____ Email: mbilodeau@mpvre.com

Property Owner Name: Red Stone Investors, LLC

Address: 2400 South Blvd, Suite 300, Charlotte, NC 28203

Phone: 704-561-5253 Fax: _____ Email: mbilodeau@mpvre.com

DocuSign Envelope ID: 30E2C6EF-301A-406A-B023-5A3FC61BB5AC

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

Applicant Name: Lancaster Real Estate Group, LLC

Address: 1423 Red Ventures Drive, Indian Land, SC 29707

Phone: _____ Fax: _____ Email: _____

Property Owner Name: Lancaster Real Estate Group, LLC

Address: 1423 Red Ventures Drive, Indian Land, SC 29707

Phone: _____ Fax: _____ Email: _____

Other Project Contacts: _____

Name: Kimberly Seddon

Address: 223 N Graham St, Charlotte, NC 28202

Phone: 704-333-0325 Fax: _____ Email: kseddon@landdesign.com

Name: Dennis Walls

Address: 223 N Graham St, Charlotte, NC 28202

Phone: 704-333-0325 Fax: _____ Email: dwalls@landdesign.com

RED STONE INVESTORS, LLC

By: MPV RED STONE, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

By: DocuSigned by: Steve Vermillion E762FBEE9AB1431...

Title: Manager

Applicant Signature

1/5/2022

Date

RED STONE INVESTORS, LLC

By: MPV RED STONE, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

By: DocuSigned by: Steve Vermillion E762FBEE9AB1431...

Title: Manager

Property Owner Signature

1/5/2022

Date

DocuSigned by:
Mark Brodsky
BC3C367FFCC24C0...
Lancaster Real Estate Group, LLC

Applicant Signature

1/5/2022

Date

DocuSigned by:
Mark Brodsky
BC3C367FFCC24C0...
Lancaster Real Estate Group, LLC

Property Owner Signature

1/5/2022

Date

CHECKLIST - USE THE CHECKLIST ITEMS BELOW TO PREPARE THE PLAT DRAWING

1. **General Information**
   a. Date, north point, and scale
   b. Name and firm address of the professional individual responsible for preparing master development plan
   c. Name and address of the property owner or applicant
   d. Location sketch
   e. Legal description of the subject property
   f. Size of subject property in acres (square feet if less than two (2) acres)
   g. Boundary survey
   h. Preparer's professional seal
2. **Existing Conditions**
   a. Existing zoning classification of subject property
   b. Property lines and required setbacks (dimensioned)
   c. Location, width and purpose of all existing easements
   d. Location and dimension of all existing structures on the subject property
   e. Location of all existing driveways, parking areas and total number of existing parking spaces on subject property
   f. Abutting street right-of-way width
   g. Location of all existing structures, driveways, and parking areas within 100 feet of the subject property's boundary
   h. Location of all existing structures, driveways, and parking areas within 300 feet of the subject property's boundary
   i. Existing water bodies (lakes, rivers, creeks, wetlands, etc.)
   j. Existing landscaping and vegetation on the subject property, including a tree survey, if required
   k. Size and location of existing utilities

l. Location of all existing surface water drainage facilities

3. Proposed Development

a. Location and dimensions of all proposed buildings

b. Location of all proposed drives (including dimensions and radii), acceleration/deceleration lanes, sidewalks, walls, fences, signs, exterior lighting, curbing, parking areas (including dimensions of a typical parking space and the total number of spaces to be provided), and unloading areas

c. Recreation areas, common use areas, dedicated open space and areas to be conveyed for public use

d. Floodplain areas and basement and finished floor elevations of all buildings

e. Landscape plan (showing location of proposed materials, size and type)

f. Layout and typical dimensions of proposed parcels and lots

g. Number of proposed dwelling units (by type)

h. Number and location of affordable dwelling units

i. All deed restrictions or covenants

j. Brief narrative description of the project including proposed use, existing floor area (square feet), size of proposed expansion (square feet), and any change in the number of parking spaces

k. Lighting plan

4. Engineering

a. Location and size of proposed utilities, including connections to sewer and water supply systems

b. Location and type of all proposed surface water drainage facilities

c. Grading plan at no more than two foot contour intervals[1]

d. Proposed streets (including pavement width, materials, and easement or right-of-way dimensions)

5. Building Details

a. Typical elevation views of all sides of each building type

b. Gross and net floor area

c. Elevation views of building additions

d. Building height

e. Building materials

6. Additional Information

Any other information required by the Planning Director or Planning Commission to demonstrate compliance with other applicable provisions of this ordinance including, but not limited to, traffic impact analysis, environmental impact assessment and market feasibility studies.

MASTER DEVELOPMENT PLAN

RED STONE PHASE II

MASTER DEVELOPMENT PLAN

LANCASTER COUNTY, SC

DATE: AUGUST 17, 2022

CHAPTER INDEX

Sheet List Table

Sheet Number	Sheet Title
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C0-00	COVER
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C1-01	EXISTING CONDITIONS
C1-02	HIGHLAND ACREAGE PLAN
C1-10	REDSTONE TURNING MOVEMENTS
CHAPTER 2 - SITE	
C2-00	OVERALL SITE PLAN
C2-01	OVERALL OPEN SPACE PLAN
C2-02	MATERIALS PLAN
C2-03	LAYOUT PLAN
C2-04	SITE DETAILS
C2-05	SITE DETAILS
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C9-00	ARCHITECTURAL ELEVATION - GENERAL BUILDING
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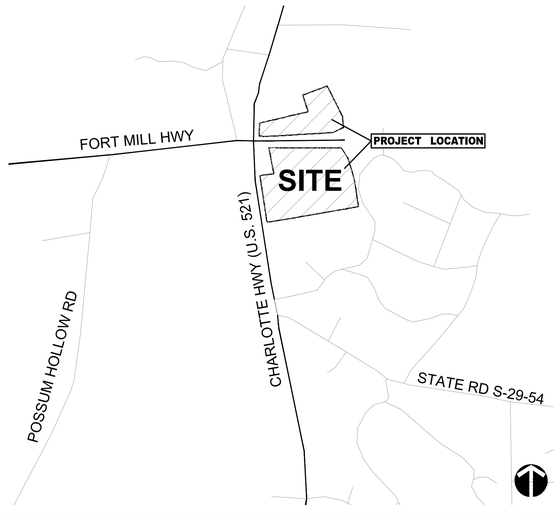
C9-02	ARCHITECTURAL ELEVATION - MULTIFAMILY APARTMENT
C9-03	ARCHITECTURAL ELEVATION - MULITFAMILY APARTMENT
C9-04	ARCHITECTURAL ELEVATION - TOWNHOME UNITS

VICINITY MAP



PROJECT TEAM

OWNER/DEVELOPER
MPV PROPERTIES, LLC
2400 SOUTH BLVD, SUITE 300
CHARLOTTE,NC 28203
704-561-5253
CONTACT NAME: MICHEAL BILODEAU

OWNER/DEVELOPER
LANCASTER REAL ESTATE GROUP, LLC
1423 RED VENTURES DRIVE
INDIAN LAND, SC 29707
CONTACT NAME: MARK BRODSKY

LANDSCAPE ARCHITECT
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
CONTACT NAME: DENNIS WALLS, PLA

CIVIL ENGINEER
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
CONTACT NAME: DAN MELVIN, PE

ABBREVIATIONS

A	AD	AREA DRAIN
	ADA	AMERICANS WITH DISABILITIES ACT
	ADJ	ADJACENT
	AC	ACRE(S)
	ALT	ALTERNATE
	ALUM	ALUMINUM
	ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
	APPL	APPLICATION
	APPROX	APPROXIMATE
	ARCH	ARCHITECT(URAL)
	ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BP	BACKFLOW PREVENTER/ BREAK POINT
	BC	BOTTOM OF CURB
	BLDG	BUILDING
	BOC	BACK OF CURB
	BR	BOTTOM OF RAMP
	BS	BOTTOM OF STEP
	BW	BOTTOM OF WALL
C	CAP	CALIPER
	CB	CATCH BASIN
	C&G	CURB AND GUTTER
	CIP	CAST IN PLACE
	CMU	CONCRETE MASONRY UNIT
	CO	CLEANOUT
	COP	POOL COPING
	CONC	CONCRETE
	CF	CUBIC FEET
D	DB	DEED BOOK
	DCVA	DOUBLE CHECK VALVE ASSEMBLY
	DEPT	DEPARTMENT
	DI	DROP INLET
	DIA	DIAMETER
	DIP	DUCTILE IRON PIPE
	DN	DOWN
	DR	DRIVE
	DTL	DETAIL
	DWG(S)	DRAWING(S)
E	E	EAST
	EL	ELEVATION
	ELEC	ELECTRIC(AL)
	ENG	ENGINEER(ING)
	EOP	EDGE OF PAVEMENT
	EQ	EQUAL
	EQUIP	EQUIPMENT
	EXP	EXPANSION
	EX	EXISTING
F	FDC	FIRE DEPARTMENT CONNECTION
	FH	FIRE HYDRANT
	FOC	FACE OF CURB
	FT	FOOT, FEET
G	GAL	GALLON
	GV	GATE VALVE
H	HDPE	HIGH-DENSITY POLYETHYLENE
	HORZ/H	HORIZONTAL
	HP	HIGH POINT
	HT	HEIGHT
	HWY	HIGHWAY
I	ID	INSIDE DIAMETER
	IN	INCH(ES)
	INV	INVERT
J	JB	JUNCTION BOX
L	L	LENGTH/ LONG
	LCWSD	LANCASTER COUNTY WATER AND SEWER DISTRICT
	LED	LIGHT-EMITTING DIODE
	LF	LINEAR FEET
	LN	LANE
	LP	LOW POINT
M	MAX	MAXIMUM
	MECH	MECHANICAL
	MFR	MANUFACTURER
	MH	MANHOLE
	MIN	MINIMUM
N	N/A	NOT APPLICABLE
	N	NORTH
	NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
	NO	NUMBER
	NTS	NOT TO SCALE
O	OC	ON CENTER
	OD	OUTSIDE DIAMETER
P	PB	PLAT BOOK
	PG	PAGE
	PROJ	PROJECT
	PSF	POUNDS PER SQUARE FOOT
	PSI	POUNDS PER SQUARE INCH
	PROP	PROPOSED
	PVC	POLYVINYL CHLORIDE
Q	QTY	QUANTITY
R	RAD/R	RADIUS
	RCP	REINFORCED CONCRETE PIPE
	REINF	REINFORC(E), (ING)
	REV	REVISION
	REQ	REQUIRED
	R/W	RIGHT OF WAY
S	S	SOUTH
	S.C.	SOUTH CAROLINA
	SC DHEC	SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
	SCDOT	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
	SCH	SCHEDULE
	SD	STORM DRAIN(AGE)
	SF	SQUARE FOOT, FEET
	SQ	SQUARE
	SSCO	SANITARY SEWER CLEANOUT
	SSMH	SANITARY SEWER MANHOLE
	SDMH	STORM DRAINAGE MANHOLE
	SPEC	SPECIFICATION
	SS	SANITARY SEWER
	STA	STATION
	STD	STANDARD
	SW	SIDEWALK
	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
	SAN SWR	SANITARY SEWER
T	TBD	TO BE DETERMINED
	TC	TOP OF CURB
	TD	TRENCH DRAIN
	THK/TH	THICK(NESS)
	TOC	TOP OF COUNTER
	TR	TOP OF RAMP
	TS	TOP OF STEP
	TW	TOP OF WALL
	TYP	TYPICAL
U	USACOE	UNITED STATES ARMY CORPS OF ENGINEERS
	U.N.O	UNLESS NOTED OTHERWISE
V	VERT/V	VERTICAL
W	W	WEST, WIDE, WIDTH
	W/	WITH
	W/O	WITHOUT
	WT	WEIGHT
	WWM	WELDED WIRE MESH
Y	YI	YARD INLET

NOTE: ABBREVIATIONS APPLY TO LANDDESIGN NOTATIONS ONLY.
SURVEY, ARCHITECTURAL AND OTHER ABBREVIATIONS MAY VERY.

MATERIALS + PAVING NOTES:

1. ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT SERVICES AND TESTING FOR ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.
2. SUBGRADE PREPARATION, PAVEMENT STRENGTH AND PAVEMENT THICKNESS SHALL BE IN ACCORDANCE WITH THE FINAL GEOTECHNICAL REPORT PREPARED GEOSCIENCE, DATED MARCH 9, 2018 (OR AS AMENDED).
3. THE USE OF "LEVEL UP" SAND UNDER PAVEMENT WILL NOT BE ACCEPTED, UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WHILE PLACING CONCRETE PAVEMENT, UNLESS OTHERWISE NOTED ON THESE PLANS.
5. THE COMPRESSIVE STRENGTH, AGGREGATE SIZE, SLUMP AND AIR CONTENT OF CAST IN PLACE CONCRETE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS
7. ALL CONCRETE REINFORCEMENT, CONTROL JOINTS AND EXPANSION JOINTS SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS.
11. CONCRETE SHALL BE BROOM FINISHED AND CURED FOR A MINIMUM OF 72 HOURS UNLESS NOTED OTHERWISE.
12. BREAKOUTS FOR REMOVAL OF EXISTING PAVEMENT AND CURBS SHALL BE MADE BY FULL DEPTH SAW CUT WHEN ADJACENT TO PROPOSED PAVEMENT AND/OR CURBS.
13. PROPOSED PAVEMENT AND/OR CURBS INTENDED TO TIE INTO EXISTING SHALL MATCH SHALL MATCH THE ELEVATION OF EXISTING PAVEMENT AND/OR CURBS.
14. PAVEMENT MARKINGS AND SIGNAGE
    - 14.1. ALL PAVEMENT STRIPING AND SIGNAGE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, UNLESS NOTED OTHERWISE ON THESE PLANS.
    - 14.1. ALL ACCESSIBLE PAVEMENT MARKINGS SHALL COMPLY WITH THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL SOUTH CAROLINA AND LANCASTER COUNTY CODES.
    - 14.2. PARKING SPACE STRIPES, ACCESSIBLE SPACES, PEDESTRIAN STRIPING, DIRECTIONAL ARROWS AND LETTERING SHALL BE SOLID WHITE, UNLESS A SPECIFIC COLOR IS REQUIRED BY LANCASTER COUNTY CODE. TWO (2) COATS OF VOC COMPLIANT, SC DOT APPROVED, UNDILUTED, SOLVENT BASED OR LATEX TRAFFIC PAINT SHALL BE APPLIED. USE MANUFACTURER'S RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF A THINNER, WITH A MAXIMUM OF 100 SQUARE FEET PER GALLON OR AS REQUIRED. PROVIDING MINIMUM 15 MILS WET FILM THICKNESS AND 7 MILS DRY FILM THICKNESS PER COAT WITH A MINIMUM OF 30 DAYS BETWEEN APPLICATIONS. PAINT SHALL BE CRISP, STRAIGHT AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A MINIMUM TOTAL DRY FILM THICKNESS OF 15 MILS.
15. CONTRACTOR SHALL REFER TO THE UTILITY AND STORM DRAINAGE PLANS (INCLUDED IN THIS PLAN SET), IRRIGATION PLANS (DESIGN-BUILD BY CONTRACTOR), PLUMBING PLANS AND ALL UTILITY SERVICE PLANS (BY OTHERS) FOR ALL PROPOSED UTILITY PIPES AND CONDUIT TO BE INSTALLED UNDER PROPOSED PAVEMENT PRIOR TO COMMENCEMENT OF PAVEMENT SUBGRADE PREPARATION.
16. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY ANY GOVERNING AUTHORITIES AND THE GEOTECHNICAL ENGINEER, A TESTING LABORATORY APPROVED BY THE GEOTECHNICAL ENGINEER TO MAKE ALL TESTS REQUIRED TO ENSURE PROPER INSTALLATION WITH THE FINAL GEOTECHNICAL REPORT. IN THE EVENT THE RESULTS OF THE INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND THE SPECIFICATIONS, THE CONTRACTOR SHALL PROVIDE SUBSEQUENT TESTING TO DETERMINE THE ACCEPTABILITY OF CONSTRUCTION. PAVEMENT FOUND TO BE DEFICIENT IN STRENGTH OR THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.

ACCESSIBILITY NOTES:

1. CONTRACTOR SHALL CLOSELY ADHERE TO ALL REQUIREMENTS OF THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL ACCESSIBILITY REQUIREMENTS PER LANCASTER COUNTY AND SOUTH CAROLINA CODE. ANY DISCREPANCIES BETWEEN THESE PLANS AND THE REQUIRED ACCESSIBILITY STANDARDS, INCLUDING, BUT NOT LIMITED TO, MAXIMUM CROSS SLOPES AND RUNNING SLOPES ON PAVED SURFACES, MINIMUM VERTICAL AND HORIZONTAL CLEARANCES ON ACCESSIBLE PATHS, AND MAXIMUM SLOPES ON CURB RAMPS, SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN PRIOR TO CONSTRUCTION.
2. ALL CONCRETE PAVEMENT ON CURB RAMPS SHALL BE BROOM FINISHED PERPENDICULAR TO SLOPE.

PLANTING NOTES:

1. ALL QUANTITIES LISTED IN THE DRAWINGS ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND TO PROVIDE ALL MATERIALS NECESSARY FOR FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED ON THE DRAWINGS. ANY DISCREPANCY SHOULD BE REPORTED TO THE OWNER.
2. ALL PLANTS SHOULD BE IN ACCORDANCE WITH ANSI Z60.1 -2014, AMERICAN STANDARD FOR NURSERY STOCK PUBLICATION, APPROVED APRIL 14, 2014.
3. CALIPER SIZE OF CANOPY TREES ARE TO BE MEASURED PER LOCAL CITY LANDSCAPE ORDINANCE.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE SIZE SPECIFICATIONS (CALIPER, HEIGHT AND SPREAD) GIVEN IN THE PLANT SCHEDULE AND SHALL BE NURSERY GROWN UNLESS SPECIFIED OTHERWISE.
5. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDDESIGN PRIOR TO PURCHASE.
6. SIZES LISTED ARE MINIMUM AND REFER TO HEIGHT, UNLESS OTHERWISE SPECIFIED.
7. LANDSCAPE CONTRACTOR SHALL STAKE OUT LOCATIONS OF ALL TREES TO BE PLANTED FOR REVIEW BY LANDDESIGN PRIOR TO INSTALLING. LANDDESIGN RESERVES THE RIGHT TO ADJUST TREE LOCATIONS IN THE FIELD AS NECESSARY.
8. SHRUB/GROUNDCOVER BEDS SHALL BE STAKED FOR REVIEW BY LANDDESIGN/OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND OR BED PREPARATION.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES. PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE LANDDESIGN OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THE DRAWINGS.
11. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
12. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION AND MUST BE REPLACED WITH PLANT OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, DEAD AND /OR REMOVED.
13. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
14. FINAL FINISHED GRADING SHALL BE REVIEWED BY LANDDESIGN. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION SUITABLE FOR PLANTING.
15. TREES OVERHANGING INTO THE PUBLIC R.O.W. SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN(14) FEET OVER STREETS, DRIVE AISLES, ALLEYS AND FIRE LANES. TREES OVERHANGING PRIVATE STREETS, WALKS, AND /OR PARKING LOTS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
16. LANDSCAPE CONTRACTOR IS REQUIRED TO PERFORM A TREE PIT PERCOLATION TEST FOR EACH TREE PIT PRIOR TO INSTALLATION. IF TREE PIT DOES NOT DRAIN WITHIN A 24-HOUR PERIOD, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A GRAVEL SUMP. FILTER FABRIC AND STAND PIPE. ALL TREE PIT SUMPS SHALL BE INCLUDED IN IN THE CONTRACTOR'S BASE BID AS A UNIT PRICE AND PROVIDE AS A DEDUCT ALTERNATE PER TREE PIT SUMPS NOT REQUIRED TO BE INSTALLED.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW SITE ENVIRONMENTAL CONDITIONS PRIOR TO AND DURING INSTALLATION OF PLANT MATERIAL. ANY DISCREPANCIES OR CONCERNS BETWEEN THE ENVIRONMENTAL SITE CONDITIONS (I.E., SOIL TYPE, WATER, CLIMATE, WIND, SUN EXPOSURE ETC.) AND THE PLANT MATERIAL SPECIFIED WITHIN THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN AND/OR OWNER, AND SHALL BE DONE SO IN WRITING.
18. ALL NEW PLANTING AREAS SHALL BE BACKFILLED WITH PLANTING SOIL THAT IS A MIXTURE OF 40-50% IMPORTED UNSCREENED TOPSOIL, 40-45% COARSE SAND, AND 10% COMPOST. FINAL TESTED ORGANIC MATTER SHALL BE BETWEEN 2.75 AND 4% (BY DRY WEIGHT). BACKFILL SHALL BE TO A DEPTH OF 18" FOR SHRUB AND GROUNDCOVER ZONES AND 36" FOR TREE PITS.
19. AFTER PLANTING SOIL MIXES ARE INSTALLED IN PLANTING BED AREAS AND JUST PRIOR TO THE INSTALLATION OF SHRUB OR GROUNDCOVER PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN.
20. IN ALL EXISTING PLANTING AREAS DESIGNATED TO RECEIVE NEW PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE THE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN. IN NO CASE WILL THIS BE PERFORMED WHERE IT MAY NEGATIVELY IMPACT THE HEALTH OF ADJACENT, EXISTING PLANT MATERIALS WHICH ARE DESIGNATED TO REMAIN.

PLANTERS/POTS/SEASONAL PLANTING NOTES:

1. SOIL SHOULD BE NUTRIENT-RICH, MOISTURE CONTAINING PLANTING MEDIUM AND BE A MINIMUM 18" DEPTH FOR SEASONALS, PERENNIALS AND SMALL SHRUBS; MINIMUM 36" DEPTH FOR ALL TREES.
2. A LAYER OF RIVER ROCK SHALL BE PLACED IN THE BASE OF EACH PLANTER POT TO A MINIMUM 6" DEPTH OR AS ALLOWABLE BY REQUIRED SOIL DEPTH. PLACE FILTER FABRIC BETWEEN SOIL MEDIUM AND RIVER ROCK AND SOIL MEDIUM AND PLANTER EDGES. OVERLAP FABRIC 6" MINIMUM TO MINIMIZE SOIL WASH.
3. PLANTERS POTS WHICH DO NOT RECEIVE IRRIGATION SHALL BE HAND-WATERED. HAND WATERING SHOULD OCCUR MINIMUM 2 TIMES PER WEEK DURING COOLER AND RAINY SEASONS AND INCREASED TO EVERY 2-3 DAYS DURING HOT/DRY WEATHER. ALWAYS CHECK SOIL 6" BELOW SURFACE FOR SATURATION PRIOR TO WATERING TO PREVENT OVERWATERING/DROWNING OF PLANT MATERIAL.
4. WHEN APPLICABLE, PLANTS TO REMAIN IN CONTAINERS FOR DURATION OF SEASON ARE SHOWN IN THE "PERMANENT" LAYOUT. EACH SEASON WILL HAVE ITS OWN PLANT MATERIAL, SOME OF WHICH MAY LAST ALL YEAR. ROTATE IN THE PLANTS NOTED FOR EACH SEASON.
5. IF PLANT MATERIAL DIES DURING A SEASON AND IS EXPECTED TO REMAIN FOR AN ADDITIONAL SEASON, CONTRACTOR IS TO REPLACE AT TIME OF NEXT SEASONAL ROTATION.
6. CONTACT LANDDESIGN FOR ANY REQUIRED SUBSTITUTIONS.
7. ALL PLANTS SHOULD BE FULL AT TIME OF INSTALLATION AND COVER 75% OF POT SURFACE AREA.
8. AVOID PLANTING IN THE ROOT ZONE OF ANY PERMANENT TREES, SHRUBS, OR PERENNIALS.
9. SEASONAL PLANTS SHOULD BE REMOVED FOLLOWING THE FIRST MAJOR FROST DIEBACK AND REPLACED WITH EVERGREEN BOUGHS OR OTHER OWNER APPROVED WINTER DECOR. TREES, SHRUBS AND PERENNIALS SHOULD REMAIN IN THE CONTAINERS YEAR ROUND AND REPLACED ONLY AS NECESSARY.

GENERAL NOTES:

1. SURVEY DATA OF THE PROJECT TOPOGRAPHY AND SURFACE FEATURES WAS OBTAINED FROM YARBROUGH-WLLIAMS & HOULE INC.
2. WRITTEN DIMENSIONS SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES.
3. DIMENSIONS ARE TO FACE OF OBJECT, UNLESS NOTED OTHERWISE.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS IN THE FIELD, INCLUDING, BUT NOT LIMITED TO: ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS; ALL ABOVE GROUND UTILITIES AND STRUCTURES; EXISTING TOPOGRAPHY, SUBSURFACE CONDITIONS, VEGETATION, EASEMENTS AND PROPERTY BOUNDARIES. IF ANY EXISTING CONDITIONS DIFFER FROM THOSE SHOW ON THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER IMMEDIATELY.
7. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS.
8. ALL PROPOSED FINISHED GRADES TIE INTO THE EXISTING GRADES AS SHOWN IN THE TOPOGRAPHIC SURVEY PROVIDED BY LOSI INC. ANY DISCREPANCIES BETWEEN EXISTING GRADES PRESENTED IN THE TOPOGRAPHIC SURVEY AND EXISTING GRADES AT THE TIME OF CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN IMMEDIATELY.
9. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN THE FIELD AND VERIFIED WITH THE CONSTRUCTION DOCUMENTS. IF DISCREPANCIES ARISE, CONTRACTOR SHALL NOTIFY LANDDESIGN PRIOR TO INSTALLATION. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ITEMS PER DRAWINGS AND SPECIFICATION. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY MAJOR DISCREPANCIES BETWEEN CONTRACTOR'S VERIFIED QUANTITIES, BID BOOK, AND INTENT OF DRAWING.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINAL QUANTITIES OF ALL MATERIALS, PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDDESIGN ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE.
12. THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY. SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED ANY DISCREPANCY AND/ OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED, SHALL BE VERIFIED WITH THE OWNER OR LANDDESIGN PRIOR TO BIDDING.
13. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK, AND FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
14. IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER & LANDDESIGN SHALL BE NOTIFIED IMMEDIATELY.
15. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
16. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THIS SITE AND AND BE RESPONSIBLE FOR ACCURACY AND CORRECTNESS OF SAME.
17. CONTRACTOR SHALL COORDINATE WORK WITH ALL OTHER TRADES AND NOTIFY OWNER & LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY GOVERNING AUTHORITIES, AN APPROVED TESTING LABORATORY TO MAKE ALL TESTS FROM CONCRETE, SOIL COMPACTION AND WELDING TO INSURE COMPLIANCE WITH PLANS, STANDARDS AND CODES. COST SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
19. ALL EXISTING WORK OR LANDSCAPING NOT SHOWN TO BE ALTERED OR REMOVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR(S) SHALL BEAR THE TOTAL EXPENSE FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING CONDITIONS, OR IMPROVEMENTS NOT INDICATED IN THE DRAWINGS OR SPECIFICATIONS TO RECEIVE ALTERATION, ADDITIONS OR REMOVAL.

LAYOUT NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES IN THE FIELD PRIOR TO CONSTRUCTION. EXISTING UTILITIES ARE SHOWN SCHEMATICALLY AND ARE FOR THE CONTRACTOR'S GUIDANCE ONLY. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON DESIGN INFORMATION PROVIDED TO LANDDESIGN, AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IF UTILITIES ARE TO REMAIN IN PLACE, CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING DEMOLITION AND CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION. REPAIRS SHALL BE EQUAL TO OR BETTER THAN CONDITION PRIOR TO CONSTRUCTION.
3. ALL ONSITE PAVING DIMENSIONS ARE TO THE FACE OF CURB, WHERE APPLICABLE, UNLESS NOTED OTHERWISE.
4. ALL CURB RADII AND SIDEWALK RETURNS ARE 2', UNLESS NOTED OTHERWISE IN THESE PLANS.
5. THE CONTRACTOR SHALL REFER TO THE MOST RECENT AMENDMENT TO THE ARCHITECTURAL PLANS, BY CBA, TO VERIFY THE EXACT BUILDING DIMENSIONS PRIOR TO CONSTRUCTION.
6. LAYERS IN PATTERN(S) SHOWN ON DRAWINGS. PLACE UNITS HAND TIGHT WITHOUT USING HAMMERS. MAKE HORIZONTAL ADJUSTMENTS TO PLACEMENT OF LAID PAVERS WITH RUBBER HAMMERS AS REQUIRED.
7. PROVIDE JOINTS BETWEEN PAVERS BETWEEN 1/16 IN. AND 3/16 IN. (2 AND 5 MM) WIDE. NO MORE THAN 5% OF THE JOINTS SHALL EXCEED 1/4" WIDE TO ACHIEVE STRAIGHT BOND LINES.
8. JOINT (BOND) LINES SHALL NOT DEVIATE MORE THAN ±1/2 IN. (±15 MM) OVER 50 FT. (15 M) FROM STRING LINES.
9. FILL GAPS AT THE EDGES OF THE PAVED AREA WITH CUT PAVERS OR EDGE UNITS.
10. CUT PAVERS TO BE PLACED ALONG THE EDGE WITH A MASONRY SAW.
11. ADJUST BOND PATTERN AT PAVEMENT EDGES SUCH THAT CUTTING OF EDGE PAVERS IS MINIMIZED.
12. CUT PAVERS SHALL BE GREATER THAN 1/3 FULL PAVER SIZE WHERE POSSIBLE.
13. PAVER DIMENSIONS ARE NOMINAL. PRIOR TO POURING SLABS, BANDING, OR OTHERWISE SETTING PAVER FIELDS, VERIFY ACTUAL PAVER SIZES AND LAYOUT OF THE PAVER FIELDS. MAKE MINOR ADJUSTMENTS TO EDGE CONSTRAINTS AS REQUIRED TO ACCOMMODATE ACTUAL PAVER SIZES. NOTIFY LANDDESIGN IMMEDIATELY OF DISCREPANCIES AND/OR ADJUSTMENTS.

GRADING NOTES:

1. CONTRACTOR SHALL STAKE SITE PER SPOT ELEVATIONS AND NOTED SLOPES ON THE GRADING PLANS INCLUDED IN THIS PLAN SET.
2. WRITTEN DIMENSIONS AND GRADES SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
5. ALL SPOT ELEVATIONS SHOWS ON GRADING PLAN ARE TO BOTTOM OF CURB/ TOP OF PAVEMENT UNLESS OTHERWISE NOTED. RIM ELEVATIONS SHOWN ON THE STORM DRAINAGE PLANS ARE TO CENTER OF RIM.
6. CONTRACTOR SHALL REFER TO GEOTECHNICAL ENGINEER AND FINAL GEOTECHNICAL REPORT FOR ALL GRADING SPECIFICATIONS, RECOMMENDATIONS AND INFORMATION ON SUBSURFACE MATERIALS, TOPSOIL, STRUCTURAL MATERIAL, DEEP FILLS, EXCAVATION, AND FOUNDATIONS. CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL RECOMMENDATIONS WITHIN THE FINAL GEOTECHNICAL REPORT. ANY DEVIATIONS FROM THE RECOMMENDATIONS PRESENTED IN THE GEOTECHNICAL REPORT SHALL REQUIRE APPROVAL FROM THE GEOTECHNICAL ENGINEER.
7. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
8. ALL PLANTING ISLANDS SHALL BE GRADED TO MOUND TO PROVIDE POSITIVE DRAINAGE.
9. REFER TO LANDSCAPE PLAN FOR ALL TREE PROTECTION FENCE LOCATIONS AND INSTALLATION PROCEDURES. NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, BURIAL PITS, TRENCHING, OR OTHER LAND DISTURBING ACTIVITY ALLOWED IN THE TREE PROTECTION ZONE.
10. GRADING CONTRACTORS SHALL NOTIFY AND COOPERATE WITH ALL UTILITY COMPANIES OR FIRMS HAVING FACILITIES ON OR ADJACENT TO THE SITE BEFORE DISTURBING, ALTERING, REMOVING, RELOCATING, ADJUSTING OR CONNECTING TO SAID FACILITIES. CONTRACTORS SHALL PAY ALL COSTS IN CONNECTION WITH THE ALTERATION OF OR RELOCATION OF THE FACILITIES. CONTRACTORS SHALL RAISE OR LOWER TOPS OF EXISTING MANHOLES AS REQUIRED TO MATCH FINISHED GRADES.
11. GRADING CONTRACTOR SHALL COOPERATE AND WORK WITH ALL OTHER CONTRACTORS PERFORMING WORK ON THIS PROJECT TO ENSURE PROPER AND TIMELY COMPLETION OF THIS PROJECT.

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KEY MAP

SEAL

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KIMBERLY SEDDON 39263 11/3/21
ENGINEER REG. # DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

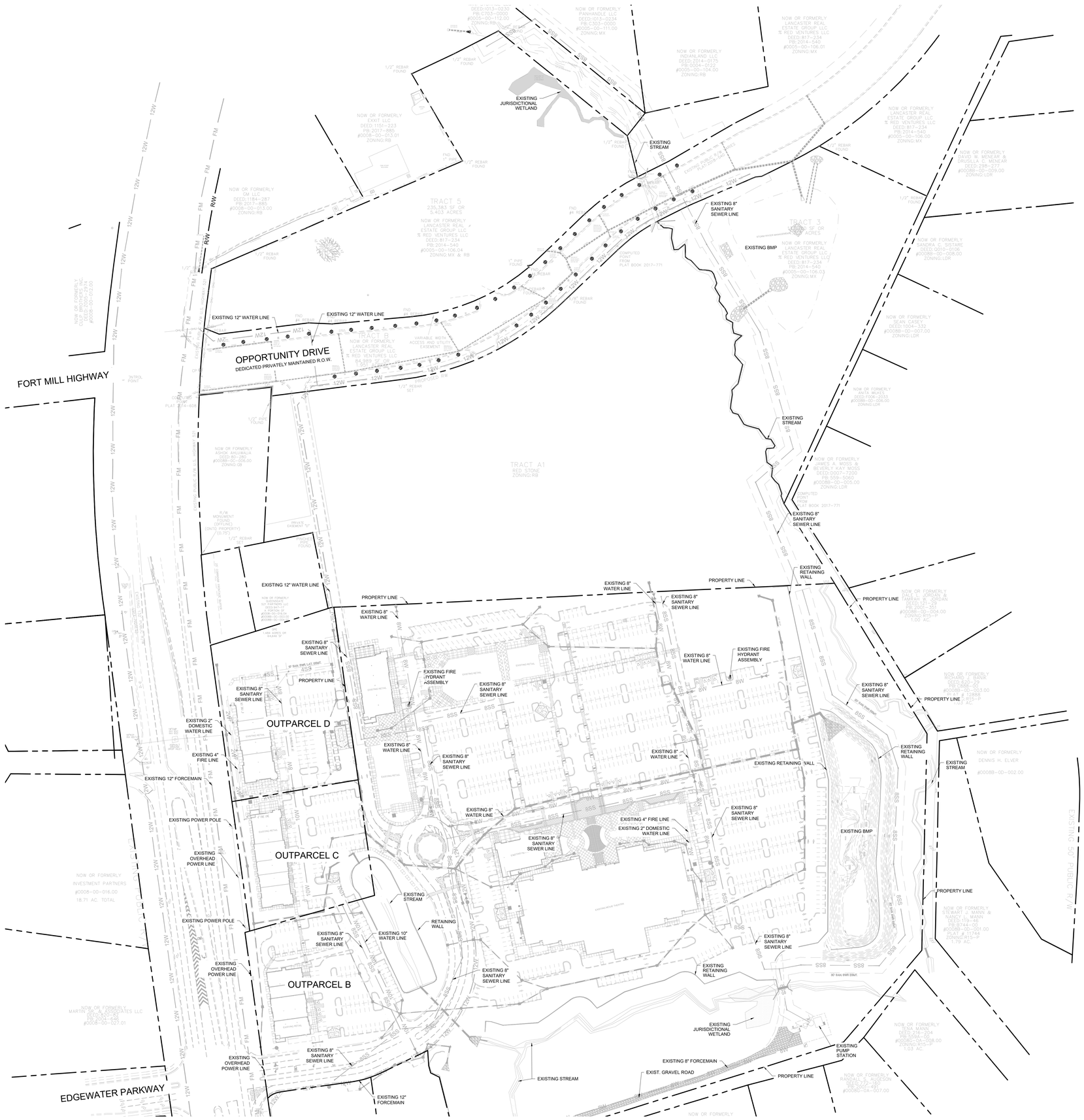
2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#
1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUN



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KEY MAP

SEAL

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KIMBERLY SEDDON	39263	12/3/21
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#
1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022

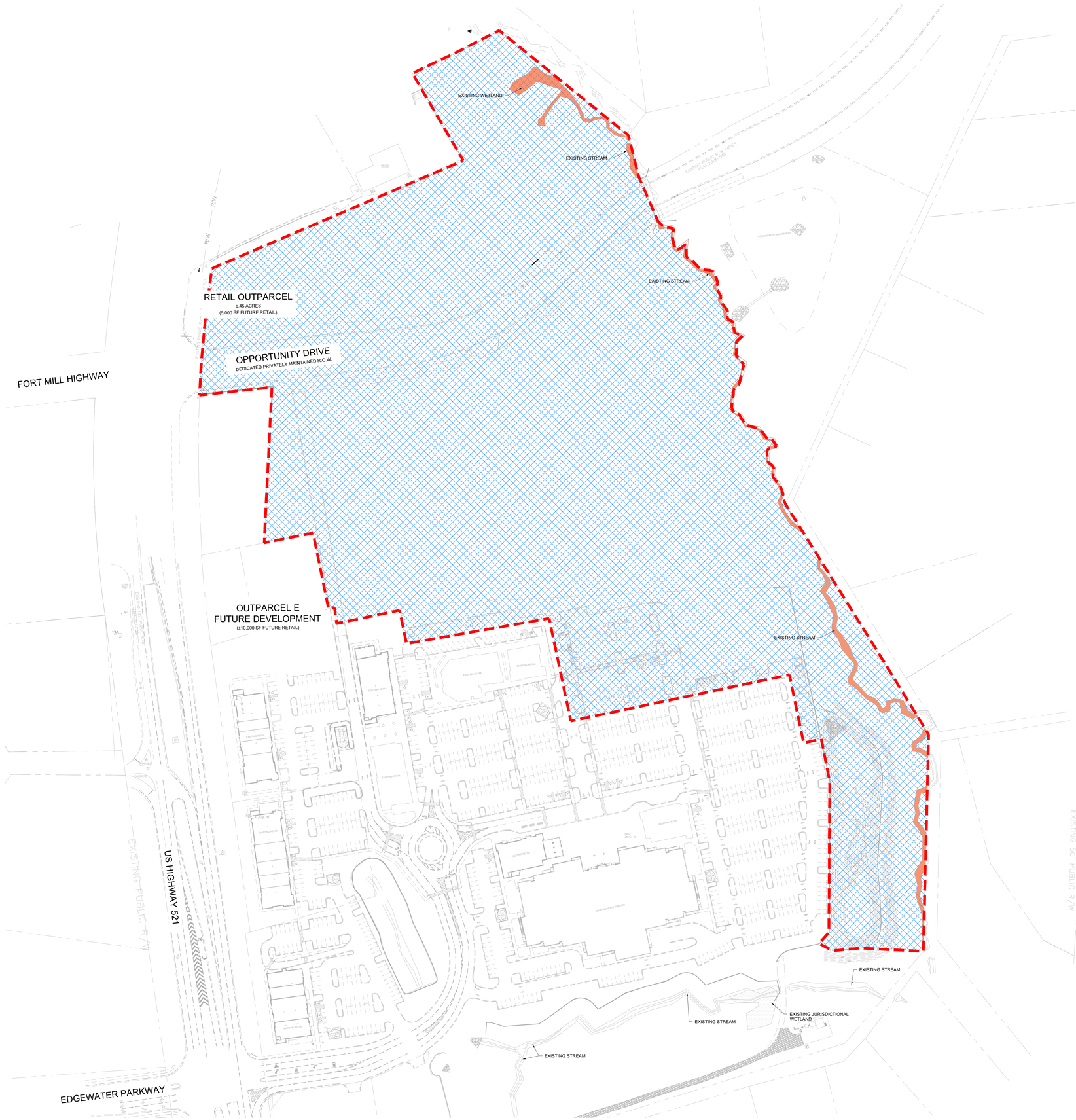
DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE
VERT: N/A
HORZ: 1" = 80'
0 40 80 160
ORIGINAL SHEET SIZE: 30" X 42"

NORTH

SHEET TITLE
EXISTING CONDITIONS

SHEET NUMBER
C1-01



LEGEND:

- MX BOUNDARY (25.59 AC)
- HIGHLAND ACREAGE (25.23 AC)
- EXISTING WETLAND/WATERWAY (0.36 AC)

NOTE:
1. EXISTING WETLAND/WATERWAY ACREAGE WAS CALCULATED BY TAKING THE AREA OF THE STREAM AND WETLAND WITHIN THE PROPOSED BOUNDARY LINE. AREA IS MEASURED FROM TOP OF BANK. LIMITS ARE PER SURVEY.

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SCALE

VERT: N/A
HORZ: 1" = 80'

0 40 80 160
ORIGINAL SHEET SIZE: 30" X 42"

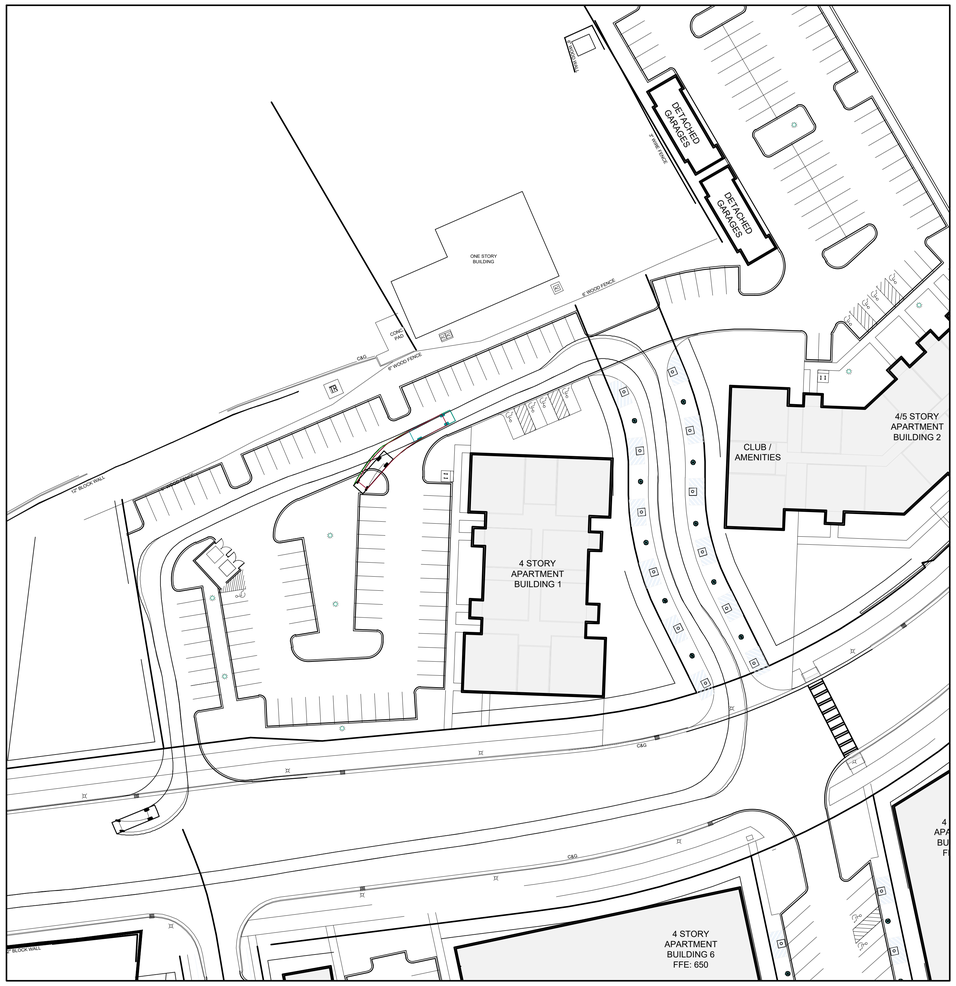
NORTH

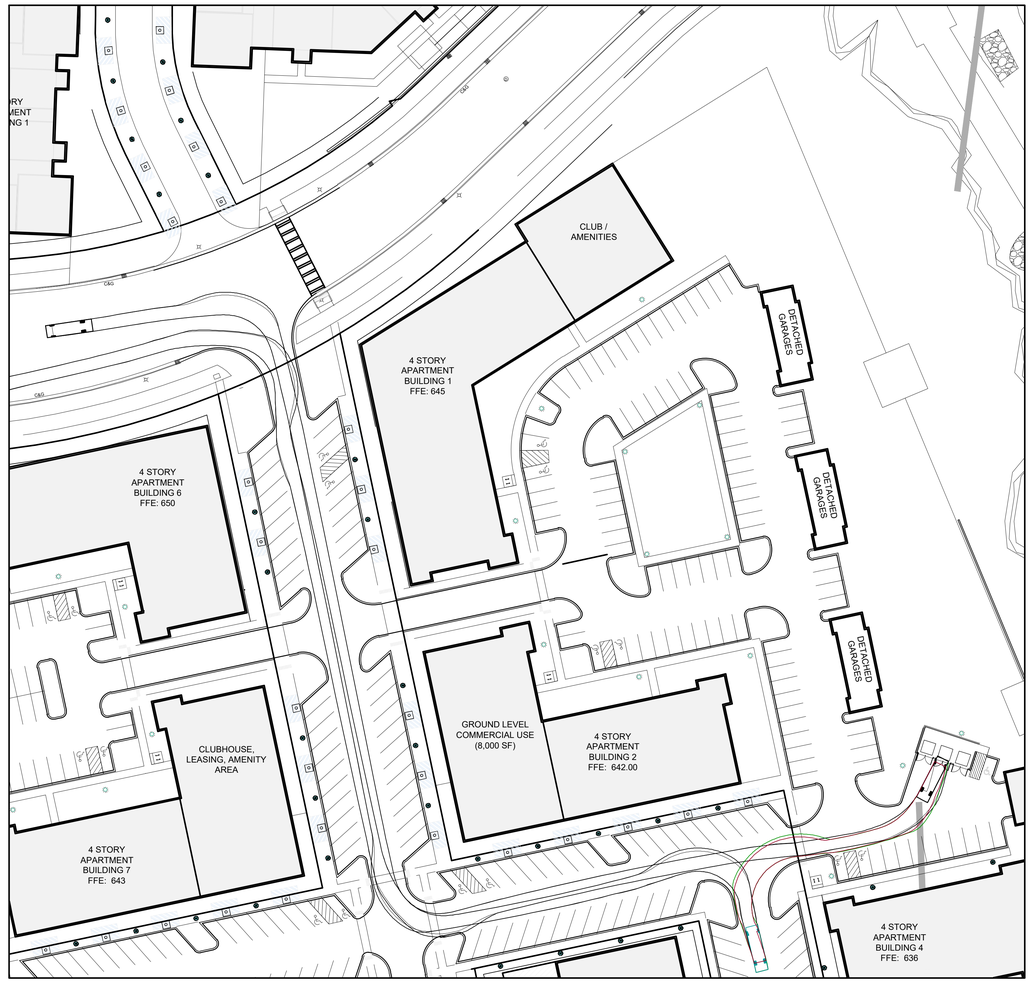
SHEET TITLE

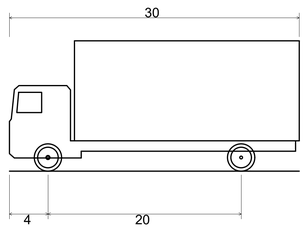
HIGHLAND ACREAGE PLAN

SHEET NUMBER

C1-02







Front Loader Garbage Truck	
Overall Length	30.000ft
Overall Width	8.000ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock to lock time	5.00s
Max Steering Angle (Virtual)	31.80°

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DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

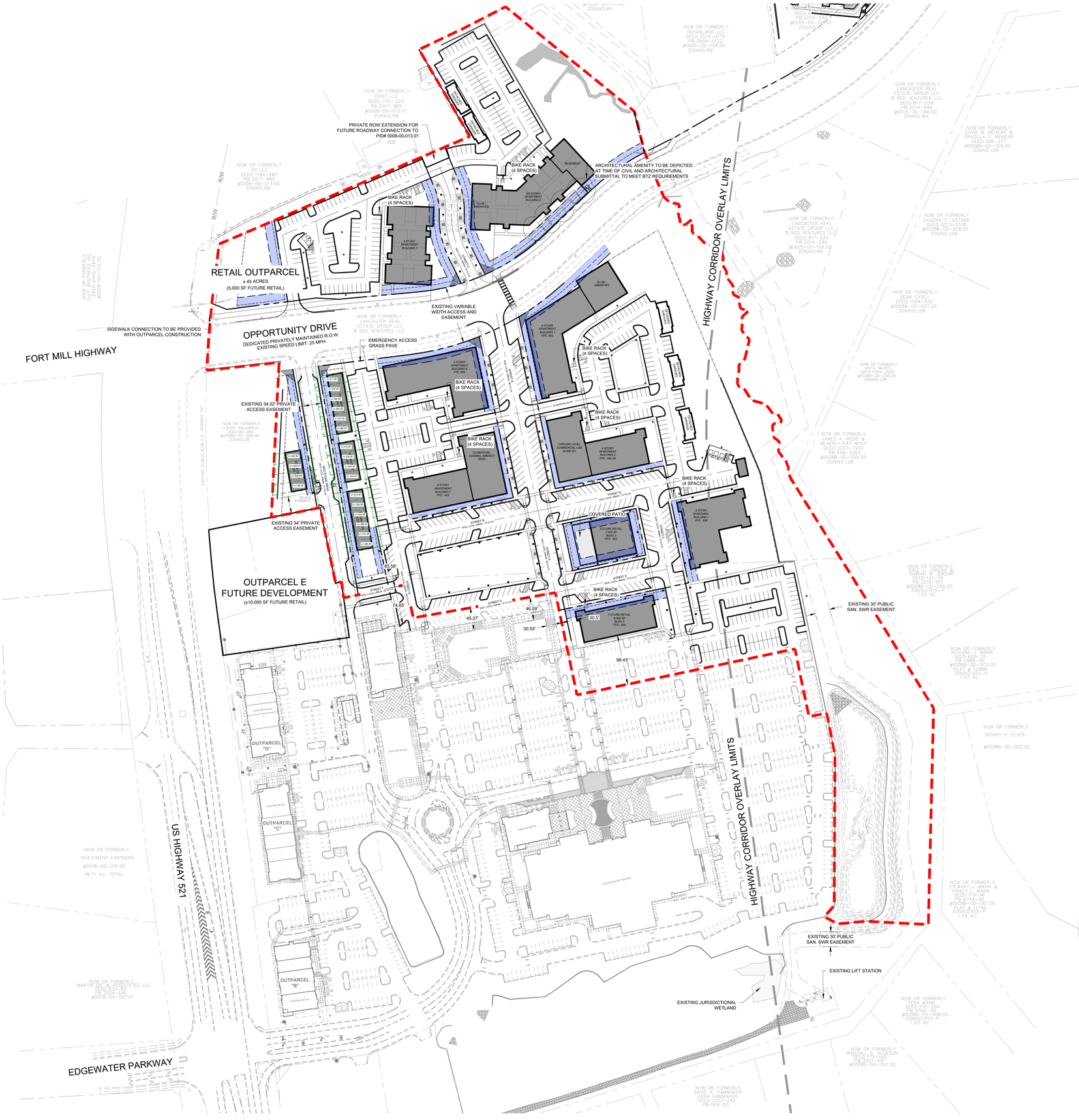
VERT: N/A
HORZ: 1" = 40'
0 20 40 80
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

REDSTONE TURNING MOVEMENTS

SHEET NUMBER

C1-10



BUILDING SETBACK AND SF REQUIREMENTS

APARTMENT BUILDING:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' OR 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 20' MAX.
LOT WIDTH:	100' MIN.
LOT AREA:	12,500 SF MIN.
% OF OUTDOOR AMENITY SPACE	10% MIN.
BUILDING HEIGHT (MAX.)	4 STORIES / 55'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	
BUILDING IN SIDE STREET BTZ 35% OF LOT WIDTH MIN.	

TOWNHOME:

PRIMARY STREET	5' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	5' MIN.
REAR	20' MIN.
ABUTTING ALLEY	4' OR 20' MIN.
BUILD TO ZONE (BTZ)	5' MIN - 15' MAX.
LOT WIDTH:	100' MIN.
LOT AREA:	1,300 SF MIN.
BUILDING HEIGHT (MAX.)	3 STORIES / 45'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	

MIXED USE BUILDING:

PRIMARY STREET	0' MIN.
SIDE STREET	0' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' OR 5' MIN.
ABUTTING ALLEY	5' MIN.
BUILD TO ZONE (BTZ)	0' MIN - 10' MAX.
LOT WIDTH:	50' MIN.
LOT AREA:	5,000 SF MIN.
% OF OUTDOOR AMENITY SPACE	10% MIN.
BUILDING HEIGHT (MAX.)	4 STORIES / 55'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	
BUILDING IN SIDE STREET BTZ 35% OF LOT WIDTH MIN.	

GENERAL BUILDING:

PRIMARY STREET	5' MIN.
SIDE STREET	5' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' OR 5' MIN.
ABUTTING ALLEY	5'
BUILD TO ZONE (BTZ)	5' MIN - 20' MAX.
LOT WIDTH:	50' MIN.
LOT AREA:	5,000 SF MIN.
% OF OUTDOOR AMENITY SPACE	10% MIN.
BUILDING HEIGHT (MAX.)	2 STORIES / 35'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	
BUILDING IN SIDE STREET BTZ 35% OF LOT WIDTH MIN.	

BUILDING LEGEND

BLDG. 1: APARTMENT BUILDING - 4 STORY

BLDG. 2: MIXED USE BUILDING - 4 STORY (CLUB/AMENITY FIRST FLOOR ± 8,000 SF)

BLDG. 3: GENERAL BUILDING - ± 7,500 sf

BLDG. 4: APARTMENT BUILDING - 4 STORY

BLDG. 5: GENERAL BUILDING - ± 8,500 SF

BLDG. 6: APARTMENT BUILDING - 4 STORY

BLDG. 7: MIXED USE BUILDING - 4 STORY (RETAIL FIRST FLOOR ± 8,000 SF)

BLDG. 8: TOWNHOUSE

BLDG. 9: TOWNHOUSE

BLDG. 10: TOWNHOUSE

BLDG. 11: TOWNHOUSE

BLDG. 1: APARTMENT BUILDING - 4 STORY
BLDG. 2: APARTMENT BUILDING - 4 STORY

TOWNHOME LOT BOUNDARY

LOT BOUNDARIES TO BE AT LEAST 1,300 SF

*PREVIOUSLY UNDER SIZED LOTS HAVE BEEN EXTENDED INTO THE PARKING SPACES, THESE SPACES WILL BE "ASSIGNED" TO THE CORRESPONDING UNIT

SITE LEGEND

BUILDING

BUILD TO ZONE

PROPERTY LINE

SETBACK LINE

BUILD TO ZONE LINE

MX BOUNDARY

TOWNHOME LOT BOUNDARY

SITE DATA

PARCEL NO: 0005-00-106.00, 0008-00-015.00, 0005-00-106.05, 0005-00-106.04

CURRENT ZONING: RB

PROPOSED ZONING: MX

TOTAL SITE AREA: 25.79 ACRES

DEVELOPER: MPV PROPERTIES, LLC

CURRENT USE: UNDEVELOPED
PROPOSED USE: MIXED-USE

PROPOSED COMMERCIAL:
24,000 SF SHOPS / RETAIL

PROPOSED RESIDENTIAL UNITS:
MULTI-FAMILY: 350 UNITS
TOWNHOMES: 20 UNITS

DENSITY: ±14 UNITS/ACRE

TOTAL PROPOSED PARKING **±712 SPACES**
STANDARD SPACES: ±462 SPACES
ON STREET SPACES: ±220 SPACES
GARAGE SPACES: ±30 SPACES

OPEN SPACE REQUIRED: 2.57 AC (10% OF SITE AREA)

OPEN SPACE PROVIDED: ±3.1 AC (12.02% OF SITE AREA)
±0.9 AC PROGRAMMED OPEN SPACE
±2.2 AC OPEN SPACE
(SEE SHEET C2-01 FOR OPEN SPACE PLAN)

IMPERVIOUS SURFACE AREA: ±12.4 AC (±48% OF SITE AC)

PARKING SUMMARY

MULTI-FAMILY:

SPACES REQUIRED

1.5 SP PER 350 DU = 525 SPACES

SPACES PROVIDED

STANDARD SPACES: 386

ON STREET SPACES: 101

GARAGE SPACES: 30

*13 SPACES FROM PHASE I INCLUDED IN MX BOUNDARY

TOTAL SPACES PROVIDED: 530

ACCESSIBLE PARKING

ADA REQUIRED: 11 ACCESSIBLE SPACES (2 VAN)
2% OF TOTAL SPACES ARE ACCESSIBLE - 16 VAN
ADA PROVIDED: 28 ACCESSIBLE SPACES
*ALL PROVIDED ADA SPACES ARE VAN ACCESSIBLE

RETAIL:

SPACES REQUIRED

1 SP PER 250 SF = 96 SPACES
*SEE HYPOTHETICAL RETAIL PARKING SUMMARY

SPACES PROVIDED

STANDARD SPACES: 76

ON STREET SPACES: 94

*50 PARKING SPACES FROM PHASE I INCLUDED IN MX BOUNDARY

TOTAL SPACES PROVIDED: 220

ACCESSIBLE PARKING

ADA REQUIRED: 4.4 ACCESSIBLE SPACES (.73 VAN)
ADA PROVIDED: 07 ACCESSIBLE SPACES
*ALL PROVIDED ADA SPACES ARE VAN ACCESSIBLE

***HYPOTHETICAL RETAIL PARKING:**

BUILDING 2:
PROFESSIONAL SERVICES/NON MEDICAL (50%) = 4,000 SF
(1 SPACE/500 SF) = 8 REQUIRED
GENERAL COMMERCIAL (20%) = 1,600 SF
(1 SPACE/250 SF) = 6.4 REQUIRED
OTHER COMMERCIAL (30%) = 2,400 SF
(1 SPACE/400 SF) = 6 REQUIRED
= 20.4 SUBTOTAL REQUIRED SPACES

BUILDING 3: RESTAURANT
INDOOR SEATING (60%) = 4,500 SF
(1 SPACE/75 SF) = 60 REQUIRED
OUTDOOR PATIO = 2,600 SF
(1 SPACE/EVERY 3 OUTDOOR SEATING OCCUPANTS**)
**20SF PER OUTDOOR OCCUPANT = 46.7 REQUIRED
= 106.7 SUBTOTAL REQUIRED SPACES

BUILDING 5:
OTHER COMMERCIAL (100%) = 8,500 SF
(1 SPACE/400 SF) = 21.3 REQUIRED
= 21.3 SUBTOTAL REQUIRED SPACES

TOTAL REQUIRED HYPOTHETICAL RETAIL SPACES = 148.32

TOWNHOMES:

SPACES REQUIRED

1.5 SP PER 20 DU = 30 SPACES

SPACES PROVIDED

STANDARD SPACES: 00
ON STREET SPACES: 31

TOTAL SPACES PROVIDED: 31

ACCESSIBLE PARKING

ADA REQUIRED: .6 ACCESSIBLE SPACES (.1 VAN)
ADA PROVIDED: 1 ACCESSIBLE SPACES
*ALL PROVIDED ADA SPACES ARE VAN ACCESSIBLE

ALL PARKING IS PROVIDED WITHIN THE 2ND OR 3RD LAYER PER THE REQUIREMENTS OF UDO SECTION 7.2.4A

PHASE I REQUIREMENTS:

-REQUIRED PARKING = 804 SPACES

-PROVIDED PARKING = 899 SPACES

*CALCULATED PER DRC COUNTY APPROVAL

BIKE PARKING

SPACES REQUIRED

MULTI-FAMILY:
SHORT TERM REQUIRED: 1/20 UNITS = 18.5
LONG TERM REQUIRED: 1/5 UNITS = 74

RETAIL:
SHORT TERM REQUIRED: 1 PER 5000 SF = 4.8
LONG TERM REQUIRED: 1 PER 5000 SF = 4.8

SPACES PROVIDED

MULTI-FAMILY:
SHORT TERM PROVIDED: 24
LONG TERM PROVIDED: 74 (WITHIN ARCHITECTURE)

RETAIL:
SHORT TERM PROVIDED: 8
LONG TERM PROVIDED: 5

GENERAL NOTES

1. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL THE PROPOSED DEVELOPMENT IS IN COMPLIANCE WITH THE APPROVAL PLAN.
2. BUILDING 13 TO HAVE SOUND RATED GLASS TO REDUCE NOISE INTRUSION

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SCALE

VERT: N/A
HORZ: 1" = 80"
0 40 80 160
ORIGINAL SHEET SIZE: 30" X 42"

NORTH

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

C2-00

SITE LEGEND

- BUILDING
- BUILD TO ZONE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- PROPOSED OPEN / AMENITY SPACE

OPEN / AMENITY SPACE REQUIREMENTS:

OPEN / AMENITY SPACE REQUIRED: 2.57 AC (111,949 SF) 10% OF SITE AREA

OPEN / AMENITY SPACE PROVIDED: ± 3.1 AC (135,102 SF)

UDO SECTIONS 3.6.1.A, 3.6.2.A AND 3.6.4.A:
A MINIMUM OF 10% OF THE SITE MUST BE OUTDOOR AMENITY SPACE. PURSUANT TO UDO SECTIONS 3.6.E.2.C AND D, ACTIVE OUTDOOR AMENITIES INCLUDE A PLAYGROUND, ATHLETIC COURT, POOL DECK, SPRAY DECK, PROMENADE, OR DOG PARK; AND PASSIVE PARK AREAS MUST INCLUDE IMPROVEMENTS SUCH AS TRAILS, PATHS AND SEATING AREAS. FORMAL OR INFORMAL GARDENS, AS WELL AS GREENBELTS, ARE CONSIDERED ACCEPTABLE OUTDOOR AMENITY AREAS.ADDITIONALLY, PURSUANT TO UDO SECTION 3.6.E.2.E. OUTDOOR AMENITY SPACE MAY INCLUDE STRUCTURES SUCH AS KIOSKS, BICYCLE RACKS, BENCHES OR OTHER SEATING, SCULPTURE, FOUNTAINS AND SIMILAR AMENITIES. SUCH AREAS MUST NOT INCLUDE SIGNS UNRELATED TO THE AMENITIES, UTILITY AREAS, DUMPSTERS OR SIMILAR STRUCTURES.

OPEN SPACE DEDICATION
DEDICATED OPEN SPACE WILL BE MAINTAINED AND PRESERVED TO SATISFY ORDINANCE REQUIREMENTS (DEFINED MAINTENANCE STRATEGY TO BE DETERMINED AT A LATER DATE).

NOTE:
CALCULATED OPEN SPACE IS OUTSIDE OF THE REDSTONE PHASE I BOUNDARY

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0 25 50 100
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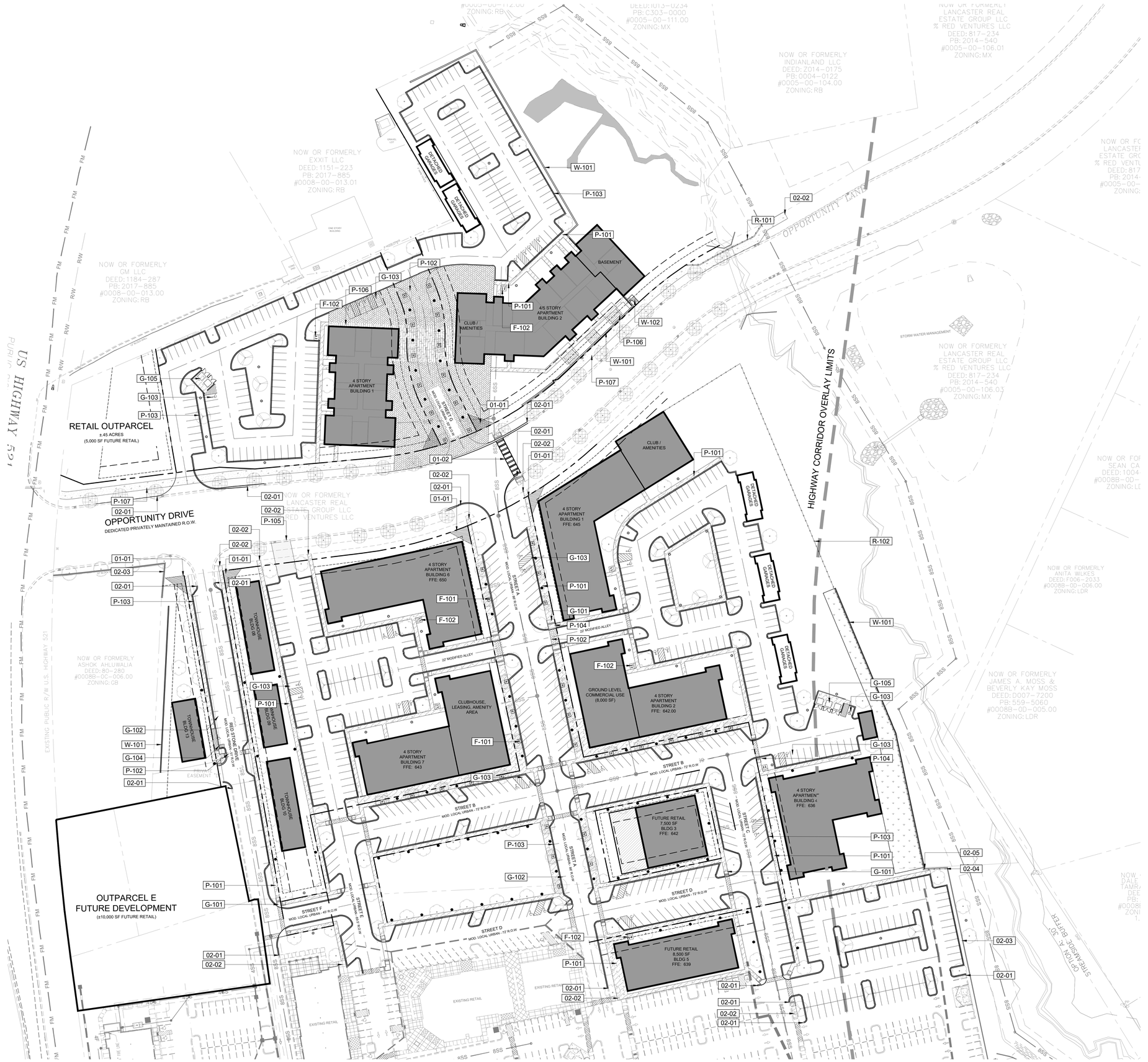
NORTH

SHEET TITLE

OVERALL OPEN SPACE PLAN

SHEET NUMBER

C2-01



REFERENCE NOTES SCHEDULE

SYMBOL	01 GENERAL NOTES DESCRIPTION	DETAIL
01-01	25' x 25' SIGHT TRIANGLE	
01-02	PIANO-STYLE CROSSWALK	
SYMBOL	**02 EXISTING CONDITIONS DESCRIPTION**	**DETAIL**
02-01	TIE INTO EXISTING CURB AND GUTTER	
02-02	TIE INTO EXISTING SIDEWALK	
02-03	EXISTING WALL TO REMAIN	
02-04	TIE INTO EXISTING FENCE	
02-05	TIE INTO EXISTING WALL	
SYMBOL	**SITE FURNISHINGS DESCRIPTION**	**DETAIL**
F-101	TREE GRATE	02/C2-05
F-102	BIKE RACK	03/C2-05
SYMBOL	**GENERAL IMPROVEMENTS DESCRIPTION**	**DETAIL**
G-101	DIRECTIONAL CURB RAMP	09/C2-04
G-102	PARALLEL PARKING SPACE	06/C2-04
G-103	ADA ACCESSIBLE PARKING SPACE	07/C2-04
G-104	ADA ACCESSIBLE PARALLEL PARKING SPACE	08/C2-04
G-105	PROPOSED DUMPSTER LOCATION	14/C2-04
SYMBOL	**PAVING AND CURB DESCRIPTION**	**DETAIL**
P-101	STANDARD CONCRETE SIDEWALK	03/C2-04
P-102	HEAVY DUTY UNIT PAVER	13/C2-04
P-103	CURB AND GUTTER	01/C2-04
P-104	TRUNCATED DOMES	10/C2-04
P-105	GRASS PAVE	12/C2-04
P-106	HEAVY DUTY UNIT PAVER - TYPE 2	13/C2-04
P-107	MIXED USE PATH	
SYMBOL	**RAILING AND FENCE DESCRIPTION**	**DETAIL**
R-101	SAFETY RAIL	07/C2-05
R-102	FENCE	
SYMBOL	**WALLS AND STAIRS DESCRIPTION**	**DETAIL**
W-101	RETAINING WALL	
W-102	CONCRETE STEPS W/ HANDRAILS	04/C2-05

LIGHTING SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
●	PED (PEDESTRIAN LIGHT) FINAL MODEL TO BE BE DETERMINED AT TIME OF CONSTRUCTION TBD, TBD, TBD Lamp: LED, LINE, 2700K, Beamspread: TBD	76
☼	OVH1 (OVERHEAD LIGHT) FINAL MODEL TO BE BE DETERMINED AT TIME OF CONSTRUCTION TBD, TBD, TBD Lamp: TBD, TBD, 2700K, Beamspread: TBD	33

NOTES:
1. CONCEPTUAL LIGHTING LAYOUT. DETAILED LIGHTING CALCULATIONS, PHOTOMETRICS, AND FIXTURE SELECTIONS SHALL BE REQUIRED PRIOR TO TECHNICAL PLAN APPROVAL.

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VERT: N/A
HORZ: 1" = 50'

0 25 50 100
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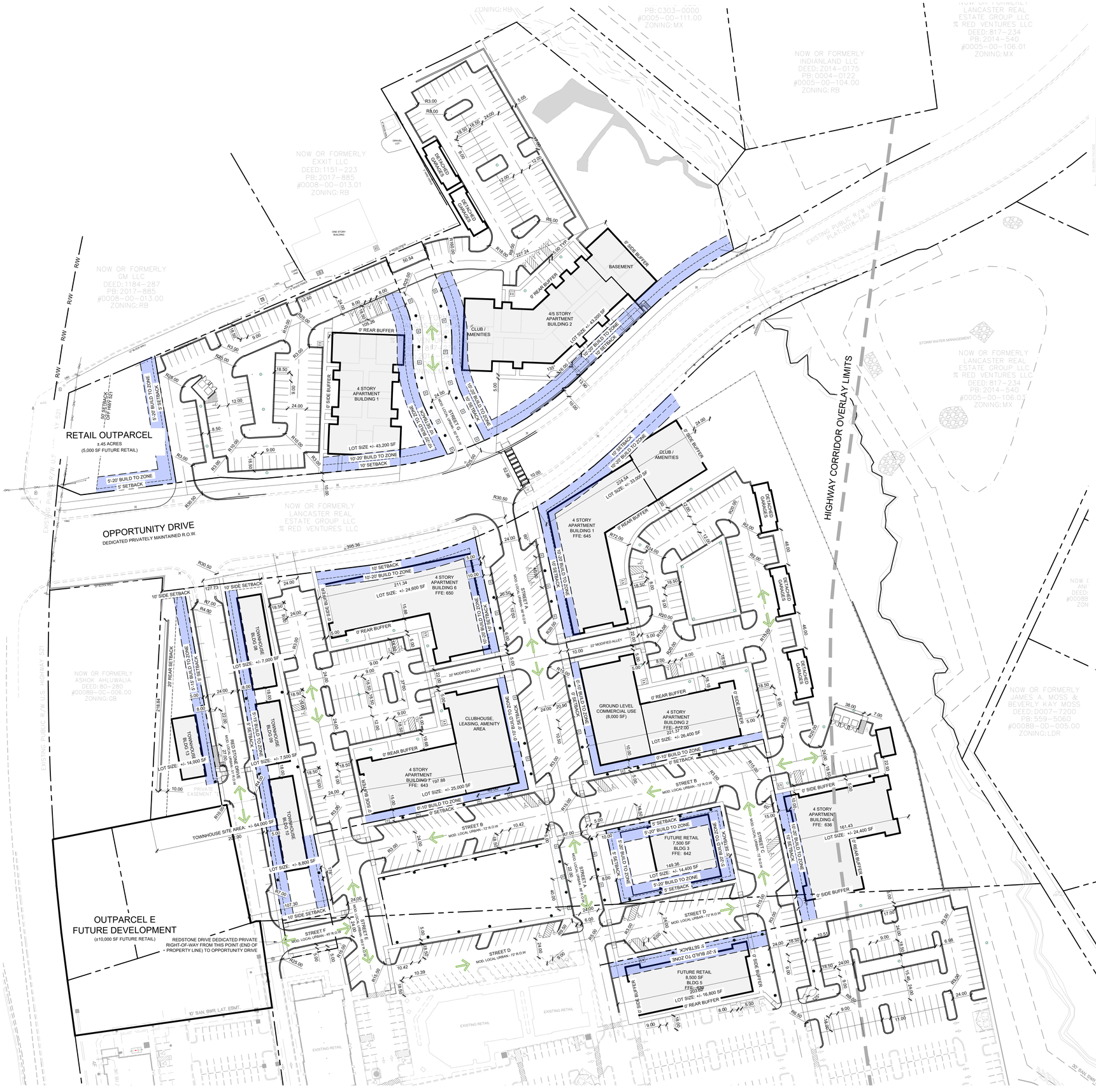
SHEET TITLE

MATERIALS PLAN

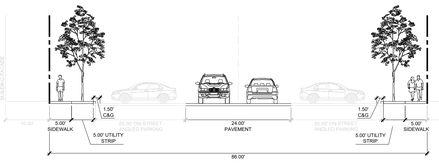
SHEET NUMBER

C2-02

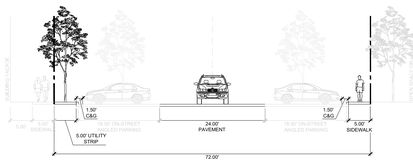


SITE LEGEND

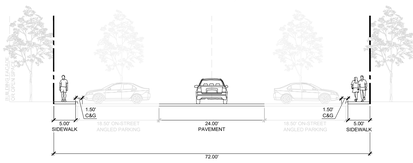
- BUILDING
- BUILD TO ZONE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- TRAFFIC CIRCULATION ARROW



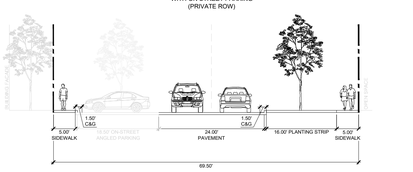
86' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



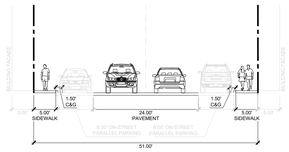
72' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



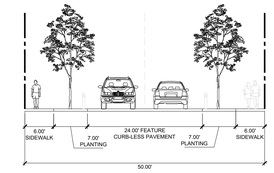
72' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



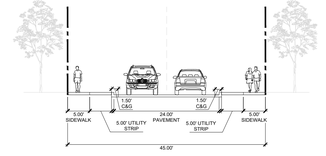
69.5' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



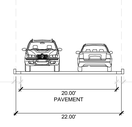
51' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



50' ROW - MODIFIED LOCAL STREET URBAN
(PRIVATE ROW)



45' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



22' MODIFIED ALLEY
(TWO WAY)

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396

HOUSING STUDIO
333 W TRADE STREET #300
CHARLOTTE, NC 28202
704.333.7862
WWW.HOUSINGSTUDIO.COM

KEY MAP

SEAL

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

KIMBERLY SEDDON	39263	6/24/22
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#

1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

NORTH

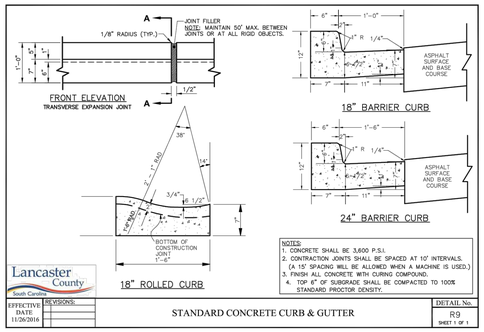
VERT: N/A
HORZ: 1" = 50'
0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

LAYOUT PLAN

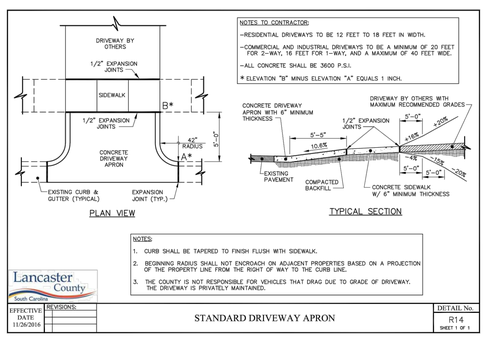
SHEET NUMBER

C2-03



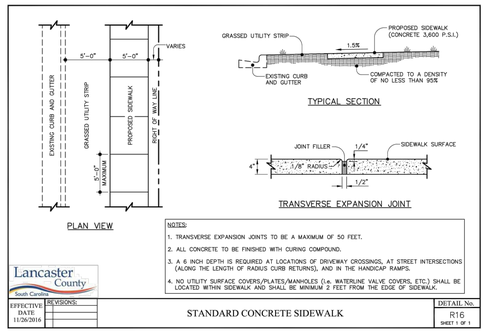
01 STANDARD CURB AND GUTTER

SECTION — 3/4" = 1'-0"



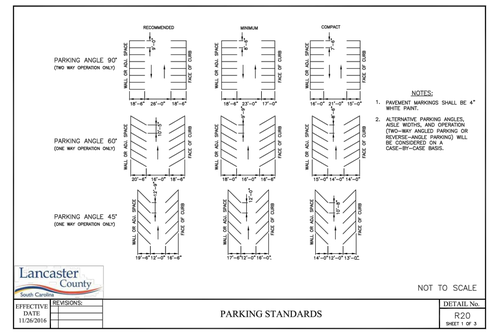
02 STANDARD DRIVEWAY APRON

PLAN/SECTION — NTS



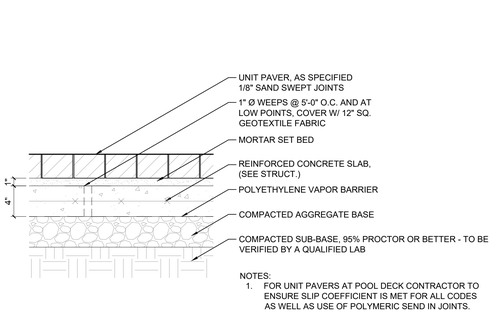
03 STANDARD CONCRETE SIDEWALK

PLAN/SECTION — NTS



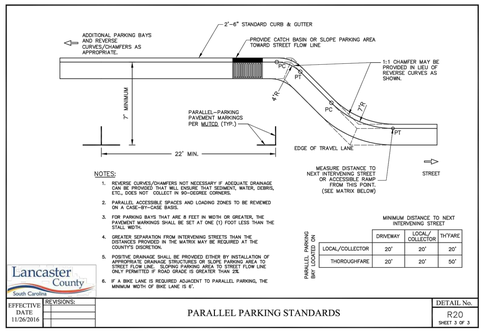
04 PARKING STANDARDS

PLAN — NTS



05 PARKING STANDARDS CONT

PLAN — NTS



06 PARALLEL PARKING STANDARDS

PLAN — NTS

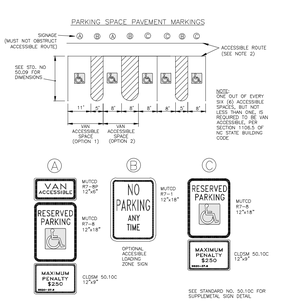
ACCESSIBLE PARKING REQUIREMENTS

TOTAL PARKING SPACES PROVIDED	MINIMUM NUMBER OF ACCESSIBLE SPACES REQUIRED	MINIMUM NUMBER OF ACCESSIBLE SPACES REQUIRED TO BE VAN ACCESSIBLE
1 TO 25	1	1
26 TO 50	2	1
51 TO 75	3	1
76 TO 100	4	1
101 TO 150	5	1
151 TO 200	6	1
201 TO 300	7	2
301 TO 400	8	2
401 TO 500	9	2
501 TO 1000	2% OF TOTAL	1 IN EVERY 6 ACCESSIBLE SPACES
1001 AND OVER	20 PLUS 1 FOR EACH 100 OVER 1000	1 IN EVERY 8 ACCESSIBLE SPACES

REFERENCE: SECTION 1106 OF NC BUILDING CODE

NOTES:
1. ALL 12"x18" ACCESSIBLE SIGNS (R7-8 & R7-1) SHALL BE MOUNTED AT 7 FEET FROM GRADE TO BOTTOM EDGE OF SIGN FACE (MUTCD). MOUNTING HEIGHT CAN BE REDUCED TO 5 FEET IF PLACED IN AN AREA BETWEEN SIDEWALK AND BUILDING FACE IN WHICH PEDESTRIANS ARE NOT EXPECTED TO USE.
2. IF ACCESSIBLE ROUTE IS A RAISED SIDEWALK AREA, THEN RAMPS ARE REQUIRED AT LOADING ZONE AREA. MAINTAIN MIN. 4' WIDE CONTINUOUS PASSAGE.
3. VERTICAL CLEARANCE FOR VANS MUST BE GREATER THAN 98-INCHES.
4. THIS DETAIL IS TO PROVIDE GENERAL GUIDANCE FOR PARKING LAYOUT AND SIGNING. REFER TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) U.S. DEPARTMENT OF TRANSPORTATION AND NORTH CAROLINA DEPARTMENT OF TRANSPORTATION SUPPLEMENT AND NC BUILDING CODE FOR ADDITIONAL INFORMATION.
5. SEE COUNTY STANDARDS FOR ACCESSIBLE PARALLEL SPOT

PARKING SPACE PAVEMENT MARKINGS



07 ACCESSIBLE PARKING & SIGNAGE STANDARDS

PLAN — NTS

NOTES:
1. AN ACCESS AISLE SHALL BE PROVIDED AT STREET LEVEL FOR ON-STREET PARALLEL PARKING WITH 5' MIN. WIDTH AND SHALL EXTEND THE FULL LENGTH OF THE PARKING SPACE.
2. ACCESSIBLE SPACE AND ACCESS AISLE SHALL BE OBSTRUCTION-FREE.
3. ALL CONCRETE TO BE 3600 P.S.I.
4. SEE STD NO 10.18 FOR DETAIL OF 18" VERTICAL CURB.
5. SEE STD. NO. 10.17B FOR DETAIL OF EXPANSION JOINT AND GROOVE JOINT.
6. GUTTER FLOW LINE SHALL BE MAINTAINED THROUGH THE ACCESS AISLE.
7. ACCESSIBLE PAVEMENT MARKING DETAIL
   - SPACE MARKINGS: CONSIST OF ACCESSIBILITY PARKING SPACE MARKINGS, INCLUDING WHITE SYMBOL WITH BLUE BACKGROUND AND WHITE BORDER. SYMBOL SHALL HAVE MIN. HEIGHT OF 36 INCHES AND MIN. WIDTH OF 24 INCHES (EXCLUSIVE OF BLUE BACKGROUND AND WHITE BORDER). WHITE BORDER SHALL BE MIN. 3 INCHES.
   - WHITE PAVEMENT MARKINGS PLACED ON CONCRETE SHALL BE SHADOWED WITH BLACK BORDER
8. PROPOSED TREES MUST BE PLANTED 6-8' AWAY FROM THE BACK OF ACCESS AISLE CURB.
9. SPECIFY STD. NO. 40.11, "BRIDGING TREE ROOTS" IF ENCROACHING ON GROWING SPACE OF TREE.
10. LOCATE IN MOST LEVEL AREA OF BLOCK (RECOMMENDED PRACTICE) TO MAXIMIZE USABILITY.
11. CURB LINE SHIFTS TOWARD RIGHT-OF-WAY TO ACCOMMODATE ACCESS AISLE.
12. SPACE AND ACCESS AISLE SHOULD HAVE SMOOTH SURFACE FOR LIFT DEPLOYMENT, MINIMIZE CROSS SLOPE FOR LIFT OPERATION.
13. PARKING METER FOR ACCESSIBLE SPACE – PROVIDE A CLEAR APPROACH AREA WHERE PARKING METERS ARE REQUIRED. COORDINATE WITH CDOT FOR METER LOCATIONS.
14. FOR MORE INFORMATION, SEE SECTION R309 OF "PROPOSED GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY" (PROWAG).

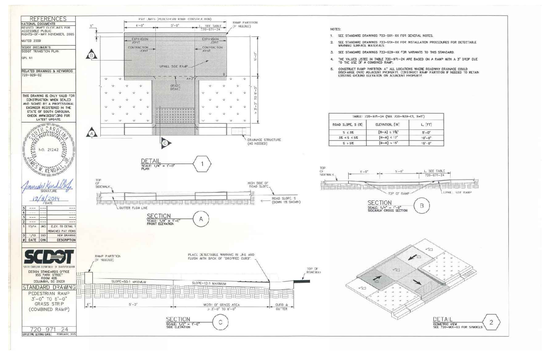
ON-STREET PARKING SPACES REQUIRED

TOTAL NUMBER OF MARKED OR METERED PARKING SPACES ON THE BLOCK PERIMETER	MINIMUM REQUIRED NUMBER OF ACCESSIBLE PARKING SPACES
1 TO 25	1
26 TO 50	2
51 TO 75	3
76 TO 100	4
101 TO 150	5
151 TO 200	6
201 AND OVER	4% OF TOTAL

(BASED ON TABLE R214 OF PROWAG)

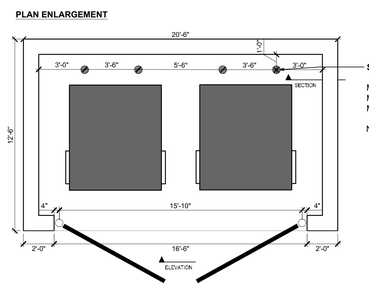
08 ACCESSIBLE 0N-STREET PARALLEL PARKING

PLAN — NTS



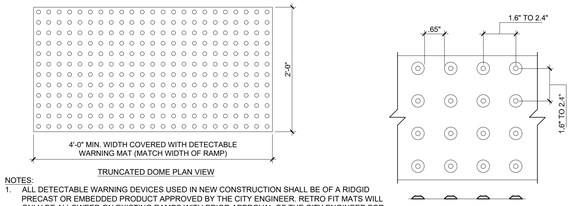
13 UNIT PAVERS ON TOPPING SLAB

SECTION — 1 1/2" = 1'-0"



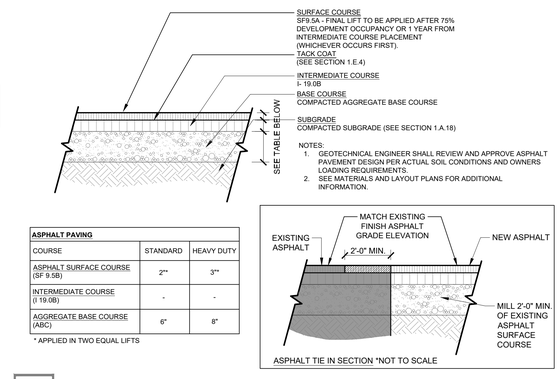
14 TRASH/DUMPSTER ENCLOSURE - DOUBLE

PLAN, SECTION + ELEVATION — 1/4" = 1'-0"



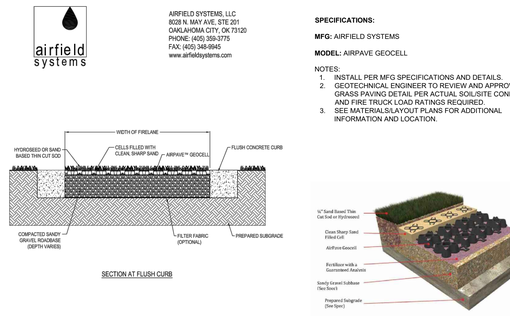
09 DIRECTIONAL CURB RAMP

PLAN/SECTION — NTS



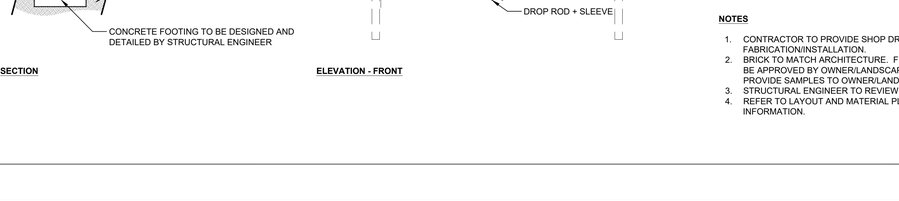
11 ASPHALT PAVEMENT (STANDARD + HD)

SECTION — 3/4" = 1'-0"



12 GRASS PAVE

SECTION/AXON — 1" = 1'-0"



10 TRUNCATED DOMES

PLAN — NTS

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396
HOUSING STUDIO
333 W TRADE STREET #300
CHARLOTTE, NC 28202
704.333.7862
WWW.HOUSINGSTUDIO.COM

KEY MAP

SEAL

PRELIMINARY -FOR REVIEW ONLY-

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KIMBERLY SEDDON 39263 12/20/21
ENGINEER REG. # DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#
1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: JA/JG
DRAWN BY: JA
CHECKED BY: JG

SCALE NORTH

VERT: N/A
HORZ: AS NOTED

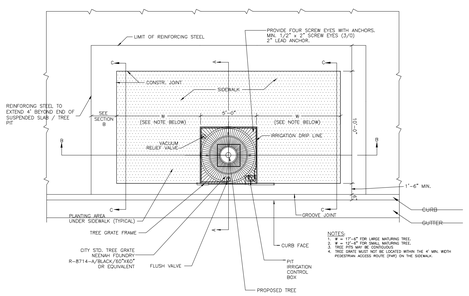
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

SITE DETAILS

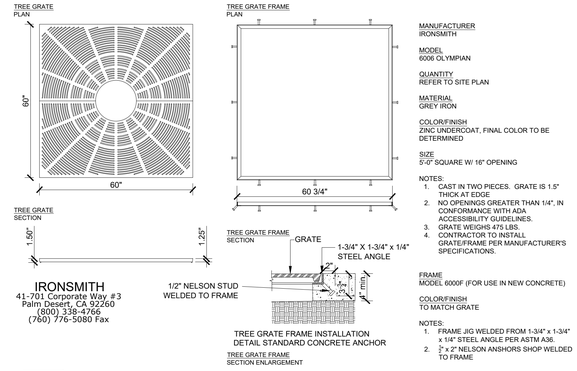
SHEET NUMBER

C2-04



01 TREE PIT WITH GRATE IN SIDEWALK

PLAN — NTS



IRONSMITH
41-701 Corporate Way #3
Palm Desert, CA 92260
(800) 338-4766
(760) 776-5080 Fax

MANUFACTURER
IRONSMITH

MODEL
6006 OLYMPIAN

QUANTITY
REFER TO SITE PLAN

MATERIAL
GREY IRON

COLOR/FINISH
ZINC UNDERCOAT, FINAL COLOR TO BE DETERMINED

SIZE
5'-0" SQUARE W/ 16" OPENING

NOTES:
1. CAST IN TWO PIECES. GRATE IS 1.5" THICK AT EDGE
2. NO OPENINGS GREATER THAN 1/4", IN CONFORMANCE WITH ADA ACCESSIBILITY GUIDELINES.
3. GRATE WEIGHS 475 LBS.
4. CONTRACTOR TO INSTALL GRATE/FRAME PER MANUFACTURER'S SPECIFICATIONS.

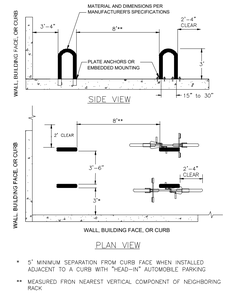
FRAME
MODEL 6000F (FOR USE IN NEW CONCRETE)

COLOR/FINISH
TO MATCH GRATE

NOTES:
1. FRAME JIG WELDED FROM 1-3/4" x 1-3/4" x 1/4" STEEL ANGLE PER ASTM A36.
2. 2" x 2" NELSON ANSHORS SHOP WELDED TO FRAME

02 TREE GRATE AND TREE GRATE FRAME

PLAN + SECTION — 1" = 1'-0"

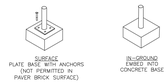


* 5' MINIMUM SEPARATION FROM CURB FACE WHEN INSTALLED ADJACENT TO A CURB WITH "HEAD-IN" AUTOMOBILE PARKING

** MEASURED FROM NEAREST VERTICAL COMPONENT OF NEIGHBORING RACK

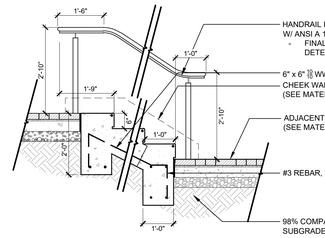
NOTES:
1. BIKE RACK GENERAL REQUIREMENTS:
   - SHOULD SUPPORT THE BICYCLE UPRIGHT WITHOUT PUTTING STRESS ON THE WHEELS
   - SHOULD ACCOMODATE A VARIETY OF BICYCLES AND ATTACHMENTS
   - SHOULD ALLOW LOCKING OF FRAME AND AT LEAST ONE WHEEL WITH U-LOCK
   - SHOULD PROVIDE SECURITY AND LONGEVITY FEATURES APPROPRIATE FOR THE INTENDED LOCATION
   - SHOULD BE INTUITIVE
2. BIKE RACK SHOULD BE INSTALLED PER MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES.
3. ALTERNATIVE BIKE RACKS OR LOCKERS MAY BE USED BUT ARE SUBJECT TO APPROVAL OF THE CHARLOTTE DEPT. OF TRANSPORTATION.
4. ALL DIMENSIONS SHOWN ARE MINIMUM.
5. RACK MUST BE CANE DETECTABLE. RACK AND CLEARANCES SHOWN ARE TO BE OUTSIDE THE PEDESTRIAN ACCESSIBLE ROUTE.

TYPICAL MOUNT OPTIONS:



03 INVERTED "U" RACK FOR BICYCLE PARKING

PLAN + SECTION — NTS



NOTES:
1. CONCRETE TO BE 3600 PSI @ 28 DAYS.
2. REFER TO LAYOUT PLAN FOR HANDRAIL LOCATIONS.
3. ALL RISERS TO BE 6", UNLESS OTHERWISE NOTED ON GRADING PLAN.
4. QUANTITY OF STEPS VARIES. REFER TO GRADING PLAN FOR NUMBER OF STEPS.
5. WHERE APPLICABLE, ALL WELDS TO BE CONTINUOUS & GROUND SMOOTH.
6. STEEL TO BE PRIMED AND POWDER COATED UNLESS OTHERWISE SPECIFIED. FINAL COLOR TO BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL.
7. ALL METAL (STEEL OR ALUMINUM) TO BE CLOSED AND FINISHED.

04 CONCRETE STEPS W/ HANDRAIL

SECTION — NTS

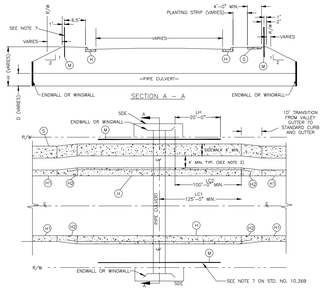
(H) 2'-6" OR 3'-0" STANDARD CURB AND GUTTER, STD. PER 10.17A

(M) SAFETY RAIL, STD. 50.04A & 50.04B

(S) 4'-0" (MIN.) SIDEWALK, STD. 10.22

(H) 2'-0" VALLEY GUTTER, STD. 10.17B

(H2) CURB TRANSITION STANDARD CURB AND GUTTER TO 2'-0" VALLEY GUTTER, STD. 10.19



LH = DISTANCE FROM END OF WINGWALL TO END OF SAFETY RAIL.

LC1 = DISTANCE FROM ℄ OF CULVERT TO END OF 2'-6" CURB AND GUTTER GUTTER.

LC2 = DISTANCE FROM END OF WINGWALL TO END OF 2'-6" CURB AND GUTTER.

NOTES:
1. SEE STD. NO. 10.36B FOR GENERAL NOTES AND CLEAR ZONE DISTANCES.
2. AN ALTERNATIVE FOR STREETS WITH WIDER PLANTING STRIPS AND SIDEWALKS IN LIEU OF PLACING SAFETY RAIL ON THE APPROACH TO CROSSING, PROVIDE A MINIMUM 8-FOOT WIDE SIDEWALK LOCATED AT THE BACK OF CURB, FOR LENGTH "LC1" ON EITHER SIDE OF THE CULVERT CENTERLINE.

05 CULVERT XING ON COMM. & RES. STREETS

PLAN/SECTION — NTS

GENERAL NOTES:
1. UNLESS OTHERWISE DETERMINED BY THE CITY ENGINEER, THE MEASURES ILLUSTRATED SHALL BE USED WHEN CULVERT DIAMETER, D, IS GREATER THAN OR EQUAL TO 24 INCHES AND THE DEPTH OF FLOW, d, IS GREATER THAN 6 INCHES, THE CULVERT INVERT AND THE TOP OF SLOPE, H, IS GREATER THAN OR EQUAL TO 5 FEET.
2. INSTALLATION OF 2'-6" CURB AND GUTTER MAY NOT BE REQUIRED WHEN AN ADEQUATE CLEAR ZONE IS PROVIDED FOR VEHICLES WITH A MAXIMUM OF 6:1 SLOPE (SEE TABLE 1).
3. INSTALLATION OF SAFETY RAIL MAY NOT BE REQUIRED WHEN A 10-FOOT PEDESTRIAN CLEAR ZONE IS PROVIDED BEHIND THE SIDEWALK WITH A MAXIMUM OF 6:1 SLOPE. WHERE NO SIDEWALK IS REQUIRED, INSTALLATION OF SAFETY RAIL MAY NOT BE REQUIRED WHEN A 15-FOOT PEDESTRIAN CLEAR ZONE IS PROVIDED BEHIND THE CURB WITH A MAXIMUM OF 6:1 SLOPE.
4. FOR CULVERT CROSSINGS WITHOUT ENDWALLS, LH AND LC2 SHALL BE MEASURED FROM THE OUTSIDE OF THE NEAREST WALL OF THE CULVERT BARREL.
5. FOR MULTIPLE BARREL CULVERT CROSSINGS, LC1 SHALL BE MEASURED FROM THE CENTERLINES OF THE OUTBOARD CULVERT BARRELS.
6. WHEN NECESSARY, AS DETERMINED BY THE CITY ENGINEER, ADDITIONAL MEASURES MAY BE REQUIRED.
7. INSTALLATION OF SAFETY RAIL IS REQUIRED ON BOTH SIDES OF STREET IF SIDEWALK IS REQUIRED ON BOTH SIDES.
8. INSTALLATION OF SAFETY RAIL IS REQUIRED ON BOTH SIDES OF STREET IF NO SIDEWALK IS REQUIRED EXCEPT WHEN A 15-FOOT PEDESTRIAN CLEAR ZONE IS PROVIDED BEHIND THE CURB WITH A MAXIMUM OF 6:1 SLOPE.
9. INSTALLATION OF SAFETY RAIL IS REQUIRED ON THE SIDEWALK SIDE OF STREET IF SIDEWALK IS ONLY REQUIRED ON ONE SIDE OF STREET. INSTALL EITHER SAFTEY RAIL OR 15-FT CLEAR ZONE ON SIDE WITHOUT SIDEWALK.
10. DESIGN ADT IS CALCULATED ASSUMING A TRIP GENERATION OF 10 DAILY TRIPS PER SINGLE FAMILY DWELLING UNIT.

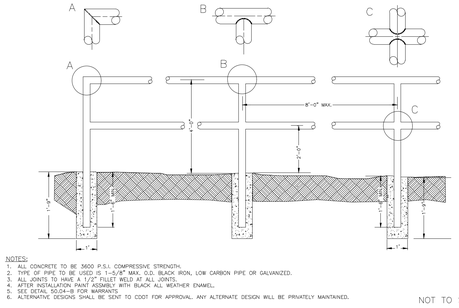
TABLE 1.
CLEAR ZONE DISTANCES
LOCAL, COLLECTOR, AND COMMERCIAL STREETS

DESIGN ADT	CLEAR ZONE FROM EDGE OF PAVEMENT	
	TANGENT SECTION	CURVE (WITHIN 125' OF CULVERT)
UNDER 750	10'	15'
750 – 1500	12'	18'
1501 – 6000	14'	21'
OVER 6000	16'	24'

SEE STD. NO. 10.36A FOR PLAN AND CROSS SECTIONAL SCHEMATICS.

06 CULVERT XING ON COMM. & RES. STREETS

NOTES — NTS



NOTES:
1. ALL CONCRETE TO BE 3600 P.S.I. COMPRESSIVE STRENGTH.
2. TYPE OF PIPE TO BE USED IS 1-5/8" MAX. O.D. BLACK IRON, LOW CARBON PIPE OR GALVANIZED.
3. ALL JOINTS TO HAVE A 1/2" FILLET WELD AT ALL JOINTS.
4. AFTER INSTALLATION PAINT ASSEMBLY WITH BLACK ALL WEATHER ENAMEL.
5. SEE DETAIL 50.04-B FOR WARRANTS.
6. ALTERNATIVE DESIGNS SHALL BE SENT TO CDOT FOR APPROVAL. ANY ALTERNATE DESIGN WILL BE PRIVATELY MAINTAINED.

NOT TO SCALE

07 SAFETY RAIL

SECTION — NTS

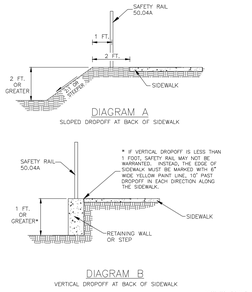
WARRANTS

STANDARD SAFETY RAIL (STD. #50.04A) SHALL BE INSTALLED UNDER ANY OF THE FOLLOWING CIRCUMSTANCES IN BOTH NEW CONSTRUCTION AND IN RETROFITTING OR RECONSTRUCTION OF EXISTING ROADWAYS OR SITES:

1. WHEN THE CULVERT CROSSING DETAIL (STD. #10.36A–B) APPLIES.
2. IF THERE IS A TWO FOOT OR GREATER DROPOFF WITHIN 2 FEET OF THE EDGE OF THE SIDEWALK (SEE DIAGRAM A).
3. IF THERE IS A 1–FOOT OR LARGER DROPOFF DIRECTLY ADJACENT TO THE SIDEWALK EDGE (SEE DIAGRAM B).
4. AT THE TOP OF ANY DROPOFF WITHIN THE PEDESTRIAN CLEAR ZONE OR WHERE PEDESTRIANS CAN REASONABLY BE EXPECTED IN THE VICINITY.
5. AT THE DIRECTION OF CDOT OR ENGINEERING & PROPERTY MANAGEMENT STAFF BASED ON FIELD CONDITIONS.

DEFINITIONS

- DROPOFF — A SLOPE OF 2:1 OR STEEPER. EXAMPLES INCLUDE HEADWALLS, RETAINING WALLS, AND CULVERTS.
- PEDESTRIAN CLEAR ZONE — 10 FEET OF ANY COMBINATION OF SIDEWALK, SLOPE, AND SHOULDER SLOPED AT 6:1 OR FLATTER. SIDEWALK DOES NOT NEED TO BE PRESENT.
- SIDEWALK — FOR PURPOSES OF THIS STANDARD, THE TERM "SIDEWALK" IS USED GENERICALLY AND SHALL MEAN ANY PATH OR SURFACE TO BE USED FOR BICYCLE AND/OR PEDESTRIAN TRANSPORTATION. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, SIDEWALKS, BIKE PATHS, SHARED–USE PATHS, PEDESTRIAN PATHS, AND GREENWAYS.



NOT TO SCALE

08 SAFETY RAIL WARRANTS

SECTION/NOTES — NTS

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KIMBERLY SEDDON 39263 12/20/21
ENGINEER REG. # DATE

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PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC
2400 SOUTH BLVD, SUITE 300
CHARLOTTE, NC 28203

LANDDESIGN PROJ.#
1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: JA/JG
DRAWN BY: JA
CHECKED BY: JG

SCALE NORTH

VERT: N/A
HORZ: AS NOTED

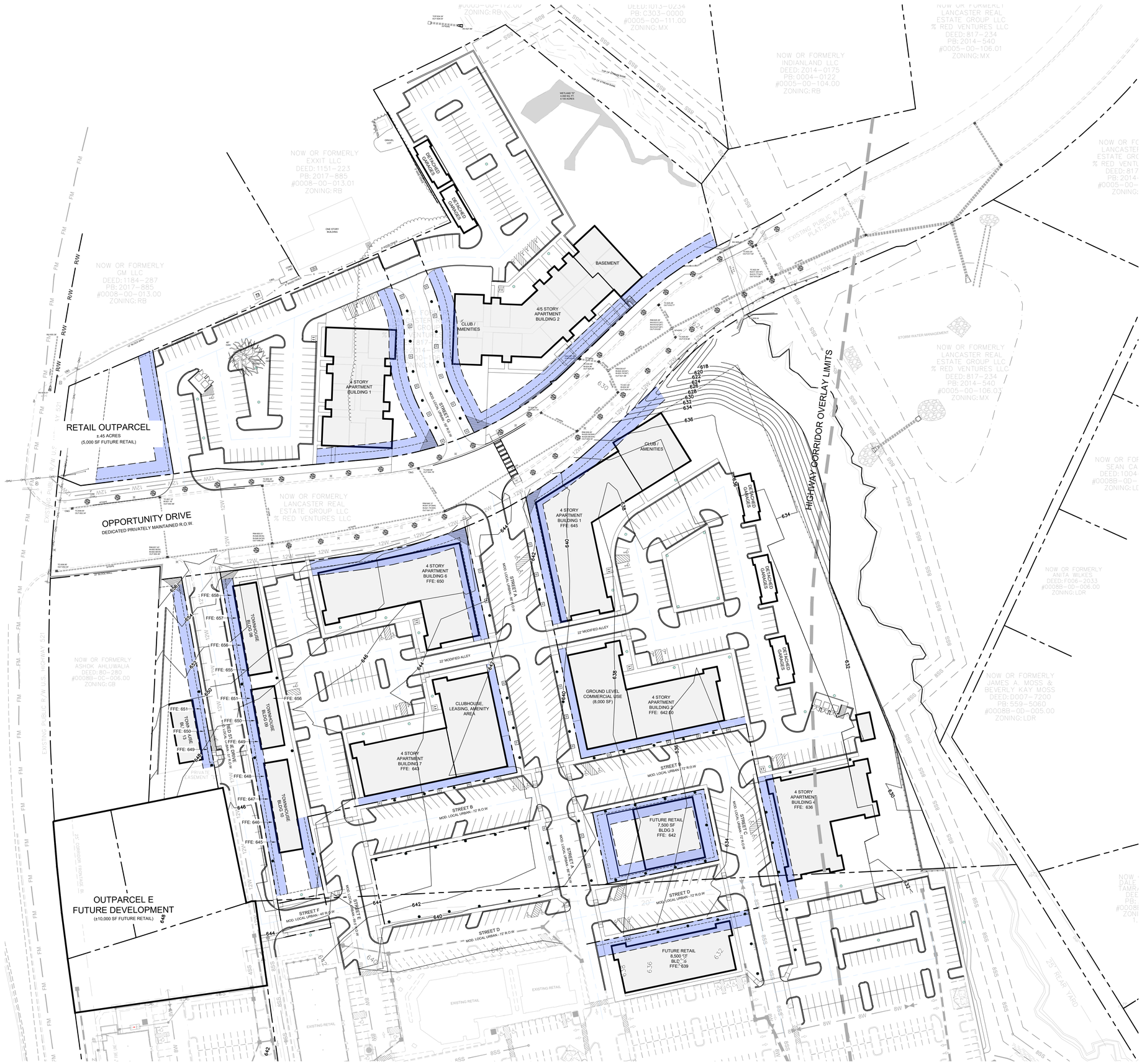
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

SITE DETAILS

SHEET NUMBER

C2-05



STORMWATER PONDS IN DRAINAGE BASIN SHALL BE EVALUATED AND ANALYZED DURING TECHNICAL CIVIL REVIEW TO ASSIST THE COUNTY WITH CULVERT SIZING ACROSS BLACK HORSE RUN ROAD. AS DISCUSSED BETWEEN THE COUNTY, LANDDESIGN, AND MPV ON MAY 26, 2022. THE APPLICANT SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION OF THE CULVERTS, ONLY THE ANALYSIS.

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2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

VERT: N/A
HORZ: 1" = 50"
0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

NORTH

SHEET TITLE

GRADING PLAN

SHEET NUMBER

C5-00

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2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022
	*****	

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: 1" = 40'
0 20 40 80
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

OVERALL UTILITY PLAN

SHEET NUMBER

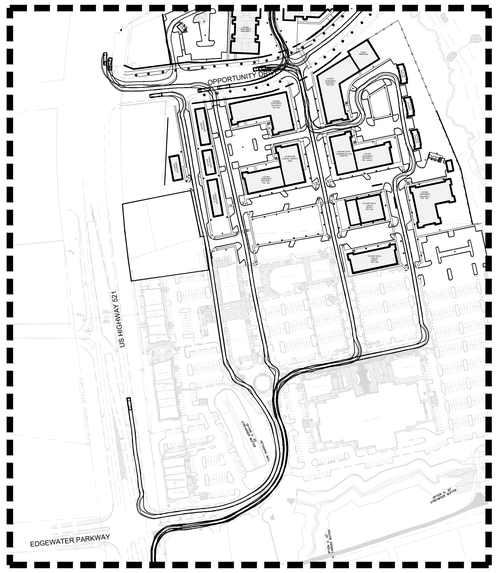
C7-00

GENERAL NOTES

1. MULTIFAMILY BUILDINGS SHALL HAVE AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEMS.
2. TOWNHOMES SHALL HAVE FIRE SEPARATION AND/OR PROTECTION AT COMMON WALLS.
3. RETAIL BUILDINGS SHALL HAVE AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEMS.
4. FIRE APPARATUS ROADS AND TURNAROUNDS SHALL HAVE "NO PARKING FIRE LANE" SIGNS INSTALLED.
5. ALL FDCS SHALL BE WITHIN 100' DRIVING DISTANCE OF A FIRE HYDRANT ASSEMBLY.

LEGEND

- FIRE HYDRANT RADIUS (100')
- HOSE PULL LENGTH
  - MAX LENGTH FOR UNSPRINKLERED BUILDINGS = 150'
  - MAX LENGTH FOR SPRINKLERED BUILDNGS = 200'
- BUILDING
- 8W — PROPOSED WATER LINE (SIZE AS NOTED)
- EXISTING WATER LINE (SIZE AS NOTED)



DETAIL A
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DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE
VERT: N/A
HORZ: 1" = 50'
0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

NORTH

SHEET TITLE
FIRE PROTECTION PLAN

SHEET NUMBER
C7-50

SITE LEGEND

- BUILDING
- CORRIDOR FRONTAGE BUFFER
- TYPE A BUFFER YARD
- PROPERTY LINE

REQUIRED PLANTING

SECTION 7.1.4.D, 4.3.2.J.6: PARKING INTERIOR LANDSCAPE
ONE CANOPY TREE PER 10 PARKING SPACES, ALL TREES SHALL BE IN PLANTING AREAS WITH A MIN. AREA OF 180 SQ FT (200 SQ FT IN HIGHWAY OVERLAY DISTRICT)

SECTION 4.3.2.J.6: PERIMETER PARKING AREA
CONTINUOUS EVERGREEN SHRUB SCREEN REQUIRED WITHIN PERIMETER LANDSCAPE STRIP, SHRUBS SHALL BE MIN. 36" HEIGHT AND 24" SPREAD AT PLANTING; ONE CANOPY TREE 40' O.C. WITH MIN. 2.5" CAL

MA

SECTION 7.1.3: STREET TREE REQUIREMENTS
MX DISTRICT
- RATE: 1 CANOPY TREE FOR EVERY 50 FEET OF STREET FRONTAGE
- SPACING: MAXIMUM OF 50 FEET ON-CENTER
- LOCATION: IN PLANTING STRIP (5-FOOT MINIMUM WIDTH) OR TREE WELL (25-SQUARE-FOOT MINIMUM AREA)

MX DISTRICT (ON-STREET PARKING)
- RATE: 1 CANOPY TREE FOR EVERY 40 FEET OF STREET FRONTAGE
- SPACING: MAXIMUM OF 50 FEET ON-CENTER
- LOCATION: TREE WELL (25-SQUARE-FOOT MINIMUM AREA)

BUFFER LANDSCAPE AREAS

TYPE A BUFFER YARD, OPTION 2
MIN. 10' WIDTH
2 CANOPY TREES
2 UNDERSTORY TREES
12 EVERGREEN SHRUBS

HIGHWAY CORRIDOR FRONTAGE BUFFER
25' LANDSCAPE BUFFER
- 3 CANOPY TREES PER 100' OF CORRIDOR FRONTAGE
- WHERE OVERHEAD UTILITY LINES EXIST, 5 UNDERSTORY TREES SHALL BE PLANTED PER 100' OF CORRIDOR FRONTAGE
- LANDSCAPE SHALL CONSIST OF COMBINATION OF SHRUBS, TURF GRASS, OR OTHER GROUND COVER

ADDITIONAL NOTES:
ALL TREES WILL BE PLANTED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI, 1990, PART I)

ALL TREES ARE TO BE NURSERY GROWN, BURLAP AND BALL (B&B) PREFERRED.

PLANTING SHALL MEET STANDARD PLANTING DETAILS.

EACH TREE SHALL BE ADEQUATELY WATERED AND MULCHED. STAKING AND GUYING ARE OPTIONAL. TRUNK WRAP CAN BE USED BUT IS NOT ENCOURAGED. NO EXPOSED WIRES SHALL DIRECTLY TOUCH TREE TRUNK OR BRANCHES.

THE MAINTENANCE OF REQUIRED BUFFERYARDS WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. ALL SUCH YARDS WILL BE PROPERLY MAINTAINED SO AS TO ASSURE CONTINUED BUFFERING. DEAD TREES WILL BE REMOVED; DEBRIS AND LITTER WILL BE CLEANED; AND FENCES WILL BE MAINTAINED AT ALL TIMES. FAILURE TO DO SO IS A VIOLATION OF THIS CHAPTER AND MAY BE REMEDIED BY THE ZONING ADMINISTRATOR IN THE MANNER PRESCRIBED FOR OTHER VIOLATIONS.

PROPERTY OWNERS SHALL FOLLOW A ROUTINE SCHEDULE OF WATERING, FERTILIZATION, PEST CONTROL AND PRUNING PERIODICALLY AFTER THE DATE OF ORIGINAL APPROVAL OF THE DEVELOPMENT, THE SITE SHALL BE RE-INSPECTED FOR CONTINUED COMPLIANCE WITH THE ORIGINAL REQUIREMENTS OF THIS CHAPTER. TREES WHICH ARE DETERMINED TO BE DEAD, DISEASED, DAMAGED OR MALNOURISHED SHALL BE CORRECTED.

TREES THAT DIE AS A RESULT OF THE CONTRACTOR'S NEGLIGENCE TO THESE SPECIFICATIONS SHALL BE REMOVED AND REPLACED BY THE OWNER WITH A NEW TREE PLANTED PER MITIGATION TREE CHART IN THE TREE ORDINANCE GUIDELINES AND AS DIRECTED BY THE APPROPRIATE AUTHORITY.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. HT.	REMARKS
	ETR	35	Existing Tree to Remain		B&B		
	QOU NUT	37	Quercus nuttallii	Nuttall Oak	B&B		2.5" Cal., 12'-14' Ht., 6' Clear Trunk, Strong Central Leader
	QUE PHE	121	Quercus phellos	Willow Oak	B&B		2.5" Cal., 12'-14' Ht., 6' Clear Trunk, Strong Central Leader
	QUE SHU	27	Quercus shumardii	Shumard Red Oak	B&B		2.5" Cal., 10'-12' Ht., 6' Clear Trunk, Strong Central Leader
	QUE VIR	4	Quercus virginiana	Live Oak	B&B		2.5" Cal., 12'-14' Ht., 6' Clear Trunk, Strong Central Leader
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. HT.	REMARKS
	ILE BUR	316	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	5 gal	5'	18"-24"ht. x 15"-18" sprd.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. HT.	REMARKS
	BUF	10,141 sf	Buffer Planting		-		

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ENGINEER	REG. #	DATE

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PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

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CHARLOTTE, NC 28203

LANDDESIGN PROJ.# 1021273

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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: JAUG
DRAWN BY: JAUG
CHECKED BY: DW

SCALE NORTH

VERT: N/A
HORZ: 1"=50'

0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

REQUIRED PLANTING PLAN

SHEET NUMBER

C8-00

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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - GENERAL BUILDING

SHEET NUMBER

C9-00

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DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE | NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - RETAIL BUILDING

SHEET NUMBER

C9-01

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DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - MULTIFAMILY APARTMENT

SHEET NUMBER

C9-02

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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - MULITFAMILY APARTMENT

SHEET NUMBER

C9-03

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DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - TOWNHOME UNITS

SHEET NUMBER

C9-04

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1821 / Planning Case Number: DA-2021-1650
Contact Person / Sponsor: R. Burhans / Planning
Department: Attorney
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by Redstone Investors, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 370-unit multifamily residential community (townhomes/multifamily apartments at 14 dwelling units per acre), 24,000 square foot commercial non-residential development, and one commercial outparcel.

Please refer to the rezoning case staff report (RZ2021-1650) for the analysis of this item and additional supporting materials.

Points to Consider:
In the Development Agreement the Developers have agreed to upsize the existing Stormwater management pond on Phase I of Redstone, provide a donation of funds ($50,000) to Lancaster County for application to the pending culvert replacement and upsizing project in the adjacent Black Horse Run residential community. The proposed Development Agreement also provides for developer fees to offset the potential impact on solid waste services ($500 per residential unit) and the library system ($250 per residential unit) and schools ($500 per residential unit for that portion of the project not already subject to school impact fees).

Developer has agreed to allow the use of mutually agreed community facilities as voting polls during elections (Section 4.01G).

A motion to amend Exhibit 1 to the Ordinance is requested so that Section 4.01G may be incorporated into the Development Agreement.

Funding and Liability Factors:
Not Applicable.

Council Options:
Approve or deny the proposed Development Agreement.

Recommendation:
The Planning Commission considered this item at their July 19th public hearing and voted 3 to 3 to recommend **disapproval**. The primary concern with the proposed DA was that a portion of the project is not subject to school impact fees.

Subsequent to the Planning Commission hearing, the Developer has volunteered a school fee ($500) for the portion of the project not already subject to school impact fees. Developer has also agreed to a solid waste fee ($500) and a library fee ($250) for the entirety of the development project, and has volunteered to upsizing existing Stormwater infrastructure on Phase I, and donating funds ($50,000) towards a pending storm water project in Black Horse Run. These additional fees and donations are memorialized in the Development Agreement.

Staff recommended approval.

ATTACHMENTS:

Description	Upload Date	Type

Ordinance 2022-1821	7/29/2022	Ordinance
Draft Development Agreement- Exhibit 1 to Ordinance 2022-1821	8/1/2022	Exhibit
Proposed final version of Development Agreement- Exhibit 1 to Ordinance 2022-1821	9/1/2022	Exhibit
Draft Development Agreement-Exhibit B-1: Conceptual Site Plan	8/18/2022	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022-1821

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH REDSTONE INVESTORS, LLC, IN ACCORDANCE WITH UNIFIED DEVELOPMENT ORDINANCE SECTION 9.2.18 FOR A PROPOSED 370-UNIT (14.3 DU/ACRE) TOWNHOME/MULTIFAMILY APARTMENT COMMUNITY, 24,000 SQUARE FOOT NONRESIDENTIAL DEVELOPMENT, AND ONE COMMERCIAL OUTPARCEL LOCATED ON APPROXIMATELY 25.79 ACRES OF LAND.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Redstone Investors, LLC ("Redstone"), submitted a Preliminary Plat ("Preliminary Plat") consisting of a townhome/multifamily apartment community located upon a total of 25.79 acres of real property zoned Regional Business (RB) District and Redstone Investors, LLC seeks to utilize the Unified Development Ordinance (UDO), Section 9.2.18, for a development project. The intent is to develop the 25.79-acre parcel as a 370-unit apartment community, 24,000 square foot nonresidential development, and one commercial outparcel, pursuant to the Unified Development Ordinance (UDO) standards. The Preliminary Plat received conditional approval by the Planning Commission at its July 19, 2022, meeting.

(b) The Development Agreement has been submitted and requested by Redstone pursuant to the UDO requirement that all land development projects that seek a Mixed Use (MX) District be governed by a development agreement and so that Redstone will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the expected impacts of the development on public services.

(c) The Development Agreement attached hereto and incorporated herein as **Exhibit "1"** is authorized by 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 satisfies the terms and conditions of the Act and is also in compliance with UDO Section 9.2.18.

(d) It is in the best interests of the County and Developer to enter the Development Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, to reasonably mitigate any project impacts to the community, and to achieve predictability to the County and the Developer on the scope and terms of the development.

(e) The scope and terms of the planned development, as set forth in the Development Agreement, accomplish the statutory aims of the Act by providing for 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 and real property for the provision of public facilities and services described and identified in the Development Agreement.

(g) On July 19, 2022, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a vote of 3-3 recommended denial of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit "1**" is approved by the Council of Lancaster County.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: August 8, 2022
Public Hearing: August 8, 2022
Second Reading: August 22, 2022
Third Reading: September 12, 2022

Approved as to form:

_____
John DuBose, County Attorney

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	**_____**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between **RED STONE INVESTORS, LLC**, a North Carolina limited liability company ("Red Stone") and **LANCASTER REAL ESTATE GROUP, LLC** a North Carolina limited liability company ("LREG"; LREG and Red Stone are together, "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, Red Stone and LREG are the fee simple owners of certain real property consisting of collectively approximately 25.79 acres, more or less, located in the County and known as the Red Stone Shopping Center, Phase II development and adjacent property (the "Property");

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel No. 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00, comprising approximately 25.79 acres (out of a total of approximately 47.29 acres), be rezoned to the Mixed-Use (MX) District;

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

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means September ___2022.

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

(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 Red Stone Investors, LLC, a North Carolina limited liability company and Lancaster Real Estate Group, LLC, a North Carolina limited liability company, and

their successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

(10) "Ordinance No. 2022- 1819" means Ordinance No. 2021- 1819 of the County, zoning Tax Parcel No. 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00, comprising approximately 25.79 acres, comprising the Property, to Mixed Use (MX) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022- 1821" means Ordinance No. 2021-1821 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer(s).

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

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

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

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

Section 1.04. Property. This Agreement applies to three (3) parcels of land identified as Tax Map Nos 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00, comprising approximately 25.79 acres (out of a total of approximately 47.29 acres). The Property 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 three (3) parcels comprising the Property are currently zoned Regional Business (RB) District and Tax Parcels Nos 0005-00-106.04, 0005-00-106.06 and a

portion of 0008-00-015.00 are anticipated to be rezoned from Regional Business (RB) District to Mixed Use (MX) District pursuant to Ordinance No. 2022- 1819.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control.

(C) The Development Program for the Property is set forth in the MX District Master Development Plan for the Property which has been approved by the County Council pursuant to Ordinance No. 2022- 1820. This MX District Master Development Plan for the Property, reference to which is herewith made, is included as part of this Agreement as 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. 2022-1821 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. 2022-1821 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 twenty-five and 62/100 acres (25.62).

(B) Developer represents that, as of the Agreement Date, it owns fee simple title to the Property.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- 1819, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including

without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

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

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

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

public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by Developer.

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

Agreement as to the portion of the Property so transferred, and the transferee shall be considered as substituted as Developer under the Agreement as to the portion of the Property so transferred.

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Payment for School District. 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. School Impact Fees shall apply to development of that portion of the Property without a site-specific development plan identified in Exhibit F. The other portions of the property are part of a site-specific development plan existing upon the effective date of the County Impact Fees and, pursuant to the terms of Ordinance 2021-1761 and that certain correspondence provided by John DuBose, Counsel to the County, dated as of August 19, 2021, a copy of which correspondence is

attached to this Agreement as Exhibit G, Developer will not be required to pay the County any additional County Impact Fees except as specifically provided herein.

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 & Recreation (Ordinance No. 2021-1725) (collectively, the "County Impact Fees"), which County Impact Fees were implemented as of October 1, 2021, and shall apply to the development of that portion of the Property without a site specific development plan identified in EXHIBIT F. The other portions of the property were part of an approved site-specific development plan existing upon the effective date of the County Impact Fees and, pursuant to the terms of the County Impact Fee Ordinances and that certain correspondence provided by John DuBose, Counsel to the County, dated as of August 19, 2021, a copy of which correspondence is attached to this Agreement as Exhibit G, Developer will not be required to pay the County any additional County Impact Fees except as specifically provided herein.

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

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

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 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 4.01D and 4.01E.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than February 1, 2023, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at Ten Thousand Dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

(C) Notwithstanding the foregoing or the provisions of this Article IV to the contrary, for the portion of the Property that is a part of a site-specific development plan existing upon January 1, 2022 (that is, the portion of the Property lying to the south of the right-of-way of Opportunity Drive) Developer hereby agrees to pay, concurrently with the issuance of a building permit for the initial multi-family residential development to be constructed on the portion of the Property lying to the south of the right-of-way of Opportunity Drive, the following:

(i) A School Fund Payment in the amount of Five Hundred and No/100 Dollars ($500.00) per unit in any multi-family residential development constructed on the portion of the Property lying to the south of the right-of-way of Opportunity Drive. Upon receipt of the School Fund Payment, those monies must be accounted for separate and distinct from other monies of the County.

(D) Developer and County wish to memorialize Developer's donation of Fifty Thousand Dollars ($50,000.00) to Lancaster County to be used for County stormwater infrastructure improvements, specifically culvert replacement and upsizing, located in the adjacent Black Horse Run residential development. Developer is informed and believes that the stormwater control issues in the adjacent residential community are not related to either phase of Developer's project, which consists of a small portion of the watershed, but wish to donate funds to County stormwater infrastructure to assist its residential neighbors with their longstanding stormwater issues.

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 property owners' association. Developer has volunteered to upsize the existing stormwater pond located upon Phase I of Red Stone so that it has capacity to handle a twenty-five-year (25) year storm event. County is not responsible for any construction, maintenance or costs associated with the storm water runoff

and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Red Stone: Red Stone Investors, LLC

Attn: Mike Bilodeau
2400 South Boulevard, Suite 300
Charlotte, NC 28203

With a Copy to: Moore & Van Allen PLLC
Attn: J. Christopher Oates
100 N. Tryon Street, Suite 4700
Charlotte, NC 28202-4003

And to LREG: Lancaster Real Estate Group, LLC
Attn: Mark Brodsky
1423 Red Ventures Drive
Ft. Mill, SC 29707

With a Copy to: _____
Attn: _____
_____
_____, __ _____

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 the County and Developer have each executed the Agreement. 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 (Red Stone):

RED STONE INVESTORS, LLC, a North Carolina limited liability company

_____
Witness #1

By: MPV Red Stone, LLC, a North Carolina limited liability company, Manager

_____
Witness #2

By: MPV Properties LLC, a North Carolina limited liability company, Manager

By:_____
Name: Steve Vermillion
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein: _____.

Date: _____, 2022

_____
Official Signature of Notary

_____
Notary's printed or typed name, Notary Public

WITNESSES:

DEVELOPER (LREG):

LANCASTER REAL ESTATE GROUP, LLC,
a North Carolina limited liability company

_____
Witness #1

By: _____
Name: _____
Title: _____

_____
Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein: _____.

Date: _____, 2022

_____
Official Signature of Notary

_____
Notary's printed or typed name, Notary Public

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

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

Exhibit A-2

Plat(s)

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Mixed Use (MX) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Mixed Use (MX) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Mixed Use (MX) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2016, as amended by an updated Transportation Technical Memorandum dated _____, both prepared by Design Resource Group.
      ii. Developer has previously constructed and completed the following:
         (A) A northbound right turn lane on US Hwy. 521 with 250 feet of storage (to an existing/modified driveway);
         (B) A second southbound left turn lane on US Hwy. 521 with 350 feet of storage (matching the existing left turn lane) and a 200-foot bay taper (with the existing median) and a modification to the median nose; and
         (C) An extension to SC 160 containing the following cross-section:
            (I) Two eastbound receiving lanes;
            (II) A westbound left turn lane with 200 feet of storage and appropriate bay taper;
            (III) Two westbound thru lanes;
            (IV) A westbound right turn lane with 225 feet of storage and appropriate bay taper; and
            (V) A raised median constructed on the SC 160 Extension (minimum 4-feet wide) commencing at

US Hwy. 521 and extending beyond the first two access driveways on the south side of SC 160 Extension to limit these two driveways to right in/right out (RI/RO) only.

b. Onsite Improvements:
   i. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
   ii. *Traffic Calming:* None required
   iii. *Walkway Connections:* **N/A**.
   iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to connect to serve the Property and the adjacent property to the _____of the Property, which trunk line will be dedicated to the Lancaster County Water and Sewer District.

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

a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public

road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

Exhibit C

Development Schedule

Years		Residential
1		**N/A** units
2		**N/A** units
3		150 units
4	Retail Building of 15,500 square feet and	150 units
5		54 units
Total	Retail Building of 15,500 square feet and	354 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 two (2) retail buildings containing collectively approximately 15,500 square feet and 354 residential units. There is also an additional +/- 8,000 square feet of ground floor retail space planned for the MX/Apartment building Number 7.

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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, Red Stone Investors, LLC, a North Carolina limited liability company and Lancaster Real Estate Group, LLC a North Carolina limited liability company, are the legal and equitable owners of 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- 1819 zoning properties subject to the Development Agreement to Mixed Use (MX) District attached hereto as Exhibit-1.
2. Ordinance No. 2021- 1821, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2020- 1819

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2020- 1821

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[**The UDO, updated to the effective date of the Ordinance 2022- 1821, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

Exhibit E-5

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

Exhibit F

School Impact Fee Correspondence

SMITH ROBINSON
Forward thinking. Results driven.

Smith Robinson Holler DuBose and Morgan, LLC

COLUMBIA 2530 Devine Street, Columbia, SC 29205 P: 803.254.5445 F: 803.254.5007
SUMTER 2126 N. Main Street, Sumter, SC 29151 P: 803.778.2471 F: 803.778.1643
CAMDEN 935 Broad Street, Camden, SC 29020 P: 803.432.1992 F: 803.432.0784

Reply to Columbia Office
John K. DuBose, III

August 19, 2021

VIA E-MAIL AND U.S. MAIL
J. Christopher Oates
Moore & VanAllen
100 North Tryon Street, Suite 4700
Charlotte, NC 28202-4003

Re: Phase II of RedStone Shopping Center Vested Rights

Mr. Oates:

In reply to your inquiry and letter dated July 13, 2021 and based upon a review of the facts and circumstances specific to this project as detailed in your letter, Lancaster County confirms that RedStone's expenditures in furtherance of project milestones included within a site specific development plan entitles RedStone to vested rights in Phase II of the Project. Further, RedStone Phase II will not be subject to application of school impact fees provided the effective date provision of the proposed school impact fee ordinance is not amended by Lancaster County Council. Third and final reading of the proposed school impact fee ordinance is scheduled for September 13, 2021. Lancaster County Council unanimously passed first reading of the school impact fee ordinance on August 9, 2021.

Very Truly Yours,

SMITH, ROBINSON, HOLLER,
DuBOSE AND MORGAN, LLC
John K. DuBose, III

JKDuB,III/urv

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	_____

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between **RED STONE INVESTORS, LLC**, a North Carolina limited liability company ("Red Stone") and **LANCASTER REAL ESTATE GROUP, LLC** a North Carolina limited liability company ("LREG"; LREG and Red Stone are together, "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, Red Stone and LREG are the fee simple owners of certain real property consisting of collectively approximately 25.79 acres, more or less, located in the County and known as the Red Stone Shopping Center, Phase II development and adjacent property (the "Property");

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel No. 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00, comprising approximately 25.79 acres (out of a total of approximately 47.29 acres), be rezoned to the Mixed-Use (MX) District;

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

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

New Document Converter Pro v6.5

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means September ___2022.

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

(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 Red Stone Investors, LLC, a North Carolina limited liability company and Lancaster Real Estate Group, LLC, a North Carolina limited liability company, and

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their successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

(10) "Ordinance No. 2022- 1819" means Ordinance No. 2021- 1819 of the County, zoning Tax Parcel No. 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00, comprising approximately 25.79 acres, comprising the Property, to Mixed Use (MX) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022- 1821" means Ordinance No. 2021-1821 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer(s).

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

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

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

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

Section 1.04. Property. This Agreement applies to three (3) parcels of land identified as Tax Map Nos 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00, comprising approximately 25.79 acres (out of a total of approximately 47.29 acres). The Property 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 three (3) parcels comprising the Property are currently zoned Regional Business (RB) District and Tax Parcels Nos 0005-00-106.04, 0005-00-106.06 and a

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portion of 0008-00-015.00 are anticipated to be rezoned from Regional Business (RB) District to Mixed Use (MX) District pursuant to Ordinance No. 2022- 1819.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control.

(C) The Development Program for the Property is set forth in the MX District Master Development Plan for the Property which has been approved by the County Council pursuant to Ordinance No. 2022- 1820. This MX District Master Development Plan for the Property, reference to which is herewith made, is included as part of this Agreement as 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.

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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.

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(B) The County has approved this Agreement by adoption of Ordinance No. 2022-1821 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. 2022-1821 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 twenty-five and 62/100 acres (25.62).

(B) Developer represents that, as of the Agreement Date, it owns fee simple title to the Property.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- 1819, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including

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without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

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

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

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

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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

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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. School Impact Fees shall apply to development of that portion of the Property without a site-specific development plan identified in Exhibit F. The other portions of the property are part of a site-specific development plan existing upon the effective date of the County Impact Fees and, pursuant to the terms of Ordinance 2021-1761 and that certain correspondence provided by John DuBose, Counsel to the County, dated as of August 19, 2021, a copy of which correspondence is

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attached to this Agreement as Exhibit G, Developer will not be required to pay the County any additional County Impact Fees except as specifically provided herein.

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 & Recreation (Ordinance No. 2021-1725) (collectively, the "County Impact Fees"), which County Impact Fees were implemented as of October 1, 2021, and shall apply to the development of that portion of the Property without a site specific development plan identified in EXHIBIT F. The other portions of the property were part of an approved site-specific development plan existing upon the effective date of the County Impact Fees and, pursuant to the terms of the County Impact Fee Ordinances and that certain correspondence provided by John DuBose, Counsel to the County, dated as of August 19, 2021, a copy of which correspondence is attached to this Agreement as Exhibit G, Developer will not be required to pay the County any additional County Impact Fees except as specifically provided herein.

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

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

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 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 4.01D and 4.01E.

Section 4.01G. Agreement for Use of Community Facilities as Voting Locations. Developer agrees to allow the County use of community facilities (e.g., clubhouse/pool house/meeting hall, etc.) constructed on the Property as locations for voting polls during elections in a location on the Property mutually acceptable to County and Developer in the exercise of their reasonable discretion. Developer agrees the County will have access to such community facilities, as approved by County and Developer, as is necessary and convenient for

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County to set up the polling stations and to breakdown/clean up the area once voting is complete and the use of such facilities will be complementary and without cost to the County. Liability arising from or incidental to the County's use of the facilities shall be limited by the South Carolina Tort Claims Act.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than February 1, 2023, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at Ten Thousand Dollars ($10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

(C) Notwithstanding the foregoing or the provisions of this Article IV to the contrary, for the portion of the Property that is a part of a site-specific development plan existing upon January 1, 2022 (that is, the portion of the Property lying to the south of the right-of-way of Opportunity Drive) Developer hereby agrees to pay, concurrently with the issuance of a building permit for the initial multi-family residential development to be constructed on the portion of the Property lying to the south of the right-of-way of Opportunity Drive, the following:

(i) A School Fund Payment in the amount of Five Hundred and No/100 Dollars ($500.00) per unit in any multi-family residential development constructed on the portion of the Property lying to the south of the right-of-way of Opportunity Drive. Upon receipt of the School Fund Payment, those monies must be accounted for separate and distinct from other monies of the County.

(D) Developer and County wish to memorialize Developer's donation of Fifty Thousand Dollars ($50,000.00) to Lancaster County to be used for County stormwater infrastructure improvements, specifically culvert replacement and upsizing, located in the adjacent Black Horse Run residential development. Developer is informed and believes that the stormwater control issues in the adjacent residential community are not related to either phase of Developer's project, which consists of a small portion of the watershed, but wish to donate funds to County stormwater infrastructure to assist its residential neighbors with their longstanding stormwater issues.

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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

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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 property owners' association. Developer has volunteered to upsize the existing stormwater pond located upon Phase I of Red Stone so that it has capacity to handle a twenty-five-year (25) year storm event. County is not responsible for any construction, maintenance or costs associated with the storm water runoff and drainage for the Property. Storm water management improvements are expected to be implemented on a schedule consistent with the development of the Property as contained in the development schedule and as necessary to serve the development.

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

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

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

ARTICLE V

MISCELLANEOUS

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

To the County: County of Lancaster
Attn: County Administrator

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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 Red Stone: Red Stone Investors, LLC
Attn: Mike Bilodeau
2400 South Boulevard, Suite 300
Charlotte, NC 28203

With a Copy to: Moore & Van Allen PLLC
Attn: J. Christopher Oates
100 N. Tryon Street, Suite 4700
Charlotte, NC 28202-4003

And to LREG: Lancaster Real Estate Group, LLC
Attn: Mark Brodsky
1423 Red Ventures Drive
Ft. Mill, SC 29707

With a Copy to: _____
Attn: _____
_____
_____, __ _____

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.

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(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.

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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

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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 the County and Developer have each executed the Agreement. 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.

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(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.

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

WITNESSES:

DEVELOPER (Red Stone):

RED STONE INVESTORS, LLC, a North Carolina limited liability company

_____
Witness #1

By: MPV Red Stone, LLC, a North Carolina limited liability company, Manager

_____
Witness #2

By: MPV Properties LLC, a North Carolina limited liability company, Manager

By:_____
Name: Steve Vermillion
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein:

_____.

Date: _____, 2022

_____
Official Signature of Notary

_____
Notary's printed or typed name, Notary Public

Neevia Document Converter Pro v6.5

WITNESSES:

DEVELOPER (LREG):

LANCASTER REAL ESTATE GROUP, LLC,
a North Carolina limited liability company

_____
Witness #1

By: _____
Name: _____
Title: _____

_____
Witness #2

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein:

_____.

Date: _____, 2022

_____
Official Signature of Notary

_____
Notary's printed or typed name, Notary Public

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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: _____

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Exhibit A

PROPERTY DESCRIPTION

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

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Exhibit A-2

Plat(s)

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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 Mixed Use (MX) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Mixed Use (MX) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Mixed Use (MX) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2016, as amended by an updated Transportation Technical Memorandum dated _____, both prepared by Design Resource Group.
      ii. Developer has previously constructed and completed the following:
         (A) A northbound right turn lane on US Hwy. 521 with 250 feet of storage (to an existing/modified driveway);
         (B) A second southbound left turn lane on US Hwy. 521 with 350 feet of storage (matching the existing left turn lane) and a 200-foot bay taper (with the existing median) and a modification to the median nose; and
         (C) An extension to SC 160 containing the following cross-section:
            (I) Two eastbound receiving lanes;
            (II) A westbound left turn lane with 200 feet of storage and appropriate bay taper;
            (III) Two westbound thru lanes;
            (IV) A westbound right turn lane with 225 feet of storage and appropriate bay taper; and
            (V) A raised median constructed on the SC 160 Extension (minimum 4-feet wide) commencing at

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US Hwy. 521 and extending beyond the first two access driveways on the south side of SC 160 Extension to limit these two driveways to right in/right out (RI/RO) only.

b. Onsite Improvements:

i. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.

ii. *Traffic Calming:* None required

iii. *Walkway Connections:* **N/A**.

iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to connect to serve the Property and the adjacent property to the _____ of the Property, which trunk line will be dedicated to the Lancaster County Water and Sewer District.

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

a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public

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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.

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Exhibit B-1

Conceptual Site Plan

[Attached]

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Exhibit C

Development Schedule

Years		Residential
1		**N/A** units
2		**N/A** units
3		150 units
4	Retail Building of 15,500 square feet and	150 units
5		54 units
Total	Retail Building of 15,500 square feet and	354 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 two (2) retail buildings containing collectively approximately 15,500 square feet and 354 residential units. There is also an additional +/- 8,000 square feet of ground floor retail space planned for the MX/Apartment building Number 7.

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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, Red Stone Investors, LLC, a North Carolina limited liability company and Lancaster Real Estate Group, LLC a North Carolina limited liability company, are the legal and equitable owners of 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.

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(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.

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(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.

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Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021- 1819 zoning properties subject to the Development Agreement to Mixed Use (MX) District attached hereto as Exhibit-1.
2. Ordinance No. 2021- 1821, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2020- 1819

[Rezoning Ordinance - Attached]

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Exhibit E-2

Ordinance No. 2020- 1821

[Ordinance Approving Development Agreement - Attached]

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Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

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Exhibit E-4

The UDO

[**The UDO, updated to the effective date of the Ordinance 2022- 1821, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

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Exhibit E-5

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit F

School Impact Fee Correspondence

SMITH ROBINSON
Forward thinking. Results driven.

Smith Robinson Holler DuBose and Morgan, LLC

COLUMBIA 2530 Devine Street, Columbia, SC 29205 P: 803.254.5445 F: 803.254.5007
SUMTER 2126 N. Main Street, Sumter, SC 29151 P: 803.778.2471 F: 803.778.1643
CAMDEN 955 Broad Street, Camden, SC 29020 P: 803.432.1992 F: 803.432.0784

Reply to Columbia Office
John K. DuBose, III

August 19, 2021

VIA E-MAIL AND U.S. MAIL
J. Christopher Oates
Moore & VanAllen
100 North Tryon Street, Suite 4700
Charlotte, NC 28202-4003

Re: Phase II of RedStone Shopping Center Vested Rights

Mr. Oates:

In reply to your inquiry and letter dated July 13, 2021 and based upon a review of the facts and circumstances specific to this project as detailed in your letter, Lancaster County confirms that RedStone's expenditures in furtherance of project milestones included within a site specific development plan entitles RedStone to vested rights in Phase II of the Project. Further, RedStone Phase II will not be subject to application of school impact fees provided the effective date provision of the proposed school impact fee ordinance is not amended by Lancaster County Council. Third and final reading of the proposed school impact fee ordinance is scheduled for September 13, 2021. Lancaster County Council unanimously passed first reading of the school impact fee ordinance on August 9, 2021.

Very Truly Yours,

SMITH, ROBINSON, HOLLER,
DuBOSE AND MORGAN, LLC
John K. DuBose, III

JKDuB,III/urv

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MASTER DEVELOPMENT PLAN

RED STONE PHASE II

MASTER DEVELOPMENT PLAN

LANCASTER COUNTY, SC

DATE: AUGUST 17, 2022

CHAPTER INDEX

Sheet List Table

Sheet Number	Sheet Title
CHAPTER 1 - GENERAL	
C0-00	COVER
C1-00	GENERAL NOTES
C1-01	EXISTING CONDITIONS
C1-02	HIGHLAND ACREAGE PLAN
C1-10	REDSTONE TURNING MOVEMENTS
CHAPTER 2 - SITE	
C2-00	OVERALL SITE PLAN
C2-01	OVERALL OPEN SPACE PLAN
C2-02	MATERIALS PLAN
C2-03	LAYOUT PLAN
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C2-05	SITE DETAILS
CHAPTER 5 - GRADING	
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C8-00	REQUIRED PLANTING PLAN
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C9-00	ARCHITECTURAL ELEVATION - GENERAL BUILDING
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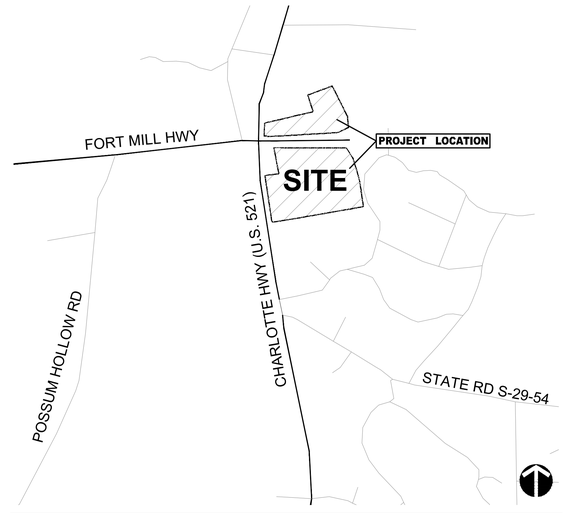
C9-02	ARCHITECTURAL ELEVATION - MULTIFAMILY APARTMENT
C9-03	ARCHITECTURAL ELEVATION - MULITFAMILY APARTMENT
C9-04	ARCHITECTURAL ELEVATION - TOWNHOME UNITS

VICINITY MAP



PROJECT TEAM

OWNER/DEVELOPER
MPV PROPERTIES, LLC
2400 SOUTH BLVD, SUITE 300
CHARLOTTE,NC 28203
704-561-5253
CONTACT NAME: MICHEAL BILODEAU

OWNER/DEVELOPER
LANCASTER REAL ESTATE GROUP, LLC
1423 RED VENTURES DRIVE
INDIAN LAND, SC 29707
CONTACT NAME: MARK BRODSKY

LANDSCAPE ARCHITECT
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
CONTACT NAME: DENNIS WALLS, PLA

CIVIL ENGINEER
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
CONTACT NAME: DAN MELVIN, PE

RED STONE PHASE II
LD PN 1021273
COVER
C0-00

LandDesign.

ABBREVIATIONS

A	AD	AREA DRAIN
	ADA	AMERICANS WITH DISABILITIES ACT
	ADJ	ADJACENT
	AC	ACRE(S)
	ALT	ALTERNATE
	ALUM	ALUMINUM
	ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
	APPL	APPLICATION
	APPROX	APPROXIMATE
	ARCH	ARCHITECT(URAL)
	ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BP	BACKFLOW PREVENTER/ BREAK POINT
	BC	BOTTOM OF CURB
	BLDG	BUILDING
	BOC	BACK OF CURB
	BR	BOTTOM OF RAMP
	BS	BOTTOM OF STEP
	BW	BOTTOM OF WALL
C	CAP	CALIPER
	CB	CATCH BASIN
	C&G	CURB AND GUTTER
	CIP	CAST IN PLACE
	CMU	CONCRETE MASONRY UNIT
	CO	CLEANOUT
	COP	POOL COPING
	CONC	CONCRETE
	CF	CUBIC FEET
D	DB	DEED BOOK
	DCVA	DOUBLE CHECK VALVE ASSEMBLY
	DEPT	DEPARTMENT
	DI	DROP INLET
	DIA	DIAMETER
	DIP	DUCTILE IRON PIPE
	DN	DOWN
	DR	DRIVE
	DTL	DETAIL
	DWG(S)	DRAWING(S)
E	E	EAST
	EL	ELEVATION
	ELEC	ELECTRIC(AL)
	ENG	ENGINEER(ING)
	EOP	EDGE OF PAVEMENT
	EQ	EQUAL
	EQUIP	EQUIPMENT
	EXP	EXPANSION
	EX	EXISTING
F	FDC	FIRE DEPARTMENT CONNECTION
	FH	FIRE HYDRANT
	FOC	FACE OF CURB
	FT	FOOT, FEET
G	GAL	GALLON
	GV	GATE VALVE
H	HDPE	HIGH-DENSITY POLYETHYLENE
	HORZ/H	HORIZONTAL
	HP	HIGH POINT
	HT	HEIGHT
	HWY	HIGHWAY
I	ID	INSIDE DIAMETER
	IN	INCH(ES)
	INV	INVERT
J	JB	JUNCTION BOX
L	L	LENGTH/ LONG
	LCWSD	LANCASTER COUNTY WATER AND SEWER DISTRICT
	LED	LIGHT-EMITTING DIODE
	LF	LINEAR FEET
	LN	LANE
	LP	LOW POINT
M	MAX	MAXIMUM
	MECH	MECHANICAL
	MFR	MANUFACTURER
	MH	MANHOLE
	MIN	MINIMUM
N	N/A	NOT APPLICABLE
	N	NORTH
	NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
	NO	NUMBER
	NTS	NOT TO SCALE
O	OC	ON CENTER
	OD	OUTSIDE DIAMETER
P	PB	PLAT BOOK
	PG	PAGE
	PROJ	PROJECT
	PSF	POUNDS PER SQUARE FOOT
	PSI	POUNDS PER SQUARE INCH
	PROP	PROPOSED
	PVC	POLYVINYL CHLORIDE
Q	QTY	QUANTITY
R	RAD/R	RADIUS
	RCP	REINFORCED CONCRETE PIPE
	REINF	REINFORC(E), (ING)
	REV	REVISION
	REQ	REQUIRED
	R/W	RIGHT OF WAY
S	S	SOUTH
	S.C.	SOUTH CAROLINA
	SC DHEC	SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
	SCDOT	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
	SCH	SCHEDULE
	SD	STORM DRAIN(AGE)
	SF	SQUARE FOOT, FEET
	SQ	SQUARE
	SSCO	SANITARY SEWER CLEANOUT
	SSMH	SANITARY SEWER MANHOLE
	SDMH	STORM DRAINAGE MANHOLE
	SPEC	SPECIFICATION
	SS	SANITARY SEWER
	STA	STATION
	STD	STANDARD
	SW	SIDEWALK
	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
	SAN SWR	SANITARY SEWER
T	TBD	TO BE DETERMINED
	TC	TOP OF CURB
	TD	TRENCH DRAIN
	THK/TH	THICK(NESS)
	TOC	TOP OF COUNTER
	TR	TOP OF RAMP
	TS	TOP OF STEP
	TW	TOP OF WALL
	TYP	TYPICAL
U	USACOE	UNITED STATES ARMY CORPS OF ENGINEERS
	U.N.O	UNLESS NOTED OTHERWISE
V	VERT/V	VERTICAL
W	W	WEST, WIDE, WIDTH
	W/	WITH
	W/O	WITHOUT
	WT	WEIGHT
	WWM	WELDED WIRE MESH
Y	YI	YARD INLET

NOTE: ABBREVIATIONS APPLY TO LANDDESIGN NOTATIONS ONLY.
SURVEY, ARCHITECTURAL AND OTHER ABBREVIATIONS MAY VERY.

MATERIALS + PAVING NOTES:

1. ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT SERVICES AND TESTING FOR ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.
2. SUBGRADE PREPARATION, PAVEMENT STRENGTH AND PAVEMENT THICKNESS SHALL BE IN ACCORDANCE WITH THE FINAL GEOTECHNICAL REPORT PREPARED GEOSCIENCE, DATED MARCH 9, 2018 (OR AS AMENDED).
3. THE USE OF "LEVEL UP" SAND UNDER PAVEMENT WILL NOT BE ACCEPTED, UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WHILE PLACING CONCRETE PAVEMENT, UNLESS OTHERWISE NOTED ON THESE PLANS.
5. THE COMPRESSIVE STRENGTH, AGGREGATE SIZE, SLUMP AND AIR CONTENT OF CAST IN PLACE CONCRETE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS
7. ALL CONCRETE REINFORCEMENT, CONTROL JOINTS AND EXPANSION JOINTS SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS.
11. CONCRETE SHALL BE BROOM FINISHED AND CURED FOR A MINIMUM OF 72 HOURS UNLESS NOTED OTHERWISE.
12. BREAKOUTS FOR REMOVAL OF EXISTING PAVEMENT AND CURBS SHALL BE MADE BY FULL DEPTH SAW CUT WHEN ADJACENT TO PROPOSED PAVEMENT AND/OR CURBS.
13. PROPOSED PAVEMENT AND/OR CURBS INTENDED TO TIE INTO EXISTING SHALL MATCH SHALL MATCH THE ELEVATION OF EXISTING PAVEMENT AND/OR CURBS.
14. PAVEMENT MARKINGS AND SIGNAGE
    - 14.1. ALL PAVEMENT STRIPING AND SIGNAGE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, UNLESS NOTED OTHERWISE ON THESE PLANS.
    - 14.1. ALL ACCESSIBLE PAVEMENT MARKINGS SHALL COMPLY WITH THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL SOUTH CAROLINA AND LANCASTER COUNTY CODES.
    - 14.2. PARKING SPACE STRIPES, ACCESSIBLE SPACES, PEDESTRIAN STRIPING, DIRECTIONAL ARROWS AND LETTERING SHALL BE SOLID WHITE, UNLESS A SPECIFIC COLOR IS REQUIRED BY LANCASTER COUNTY CODE. TWO (2) COATS OF VOC COMPLIANT, SC DOT APPROVED, UNDILUTED, SOLVENT BASED OR LATEX TRAFFIC PAINT SHALL BE APPLIED. USE MANUFACTURER'S RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF A THINNER, WITH A MAXIMUM OF 100 SQUARE FEET PER GALLON OR AS REQUIRED. PROVIDING MINIMUM 15 MILS WET FILM THICKNESS AND 7 MILS DRY FILM THICKNESS PER COAT WITH A MINIMUM OF 30 DAYS BETWEEN APPLICATIONS. PAINT SHALL BE CRISP, STRAIGHT AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A MINIMUM TOTAL DRY FILM THICKNESS OF 15 MILS.
15. CONTRACTOR SHALL REFER TO THE UTILITY AND STORM DRAINAGE PLANS (INCLUDED IN THIS PLAN SET), IRRIGATION PLANS (DESIGN-BUILD BY CONTRACTOR), PLUMBING PLANS AND ALL UTILITY SERVICE PLANS (BY OTHERS) FOR ALL PROPOSED UTILITY PIPES AND CONDUIT TO BE INSTALLED UNDER PROPOSED PAVEMENT PRIOR TO COMMENCEMENT OF PAVEMENT SUBGRADE PREPARATION.
16. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY ANY GOVERNING AUTHORITIES AND THE GEOTECHNICAL ENGINEER, A TESTING LABORATORY APPROVED BY THE GEOTECHNICAL ENGINEER TO MAKE ALL TESTS REQUIRED TO ENSURE COMPLIANCE WITH THE FINAL GEOTECHNICAL REPORT. IN THE EVENT THE RESULTS OF THE INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND THE SPECIFICATIONS, THE CONTRACTOR SHALL PROVIDE SUBSEQUENT TESTING TO DETERMINE THE ACCEPTABILITY OF CONSTRUCTION. PAVEMENT FOUND TO BE DEFICIENT IN STRENGTH OR THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.

ACCESSIBILITY NOTES:

1. CONTRACTOR SHALL CLOSELY ADHERE TO ALL REQUIREMENTS OF THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL ACCESSIBILITY REQUIREMENTS PER LANCASTER COUNTY AND SOUTH CAROLINA CODE. ANY DISCREPANCIES BETWEEN THESE PLANS AND THE REQUIRED ACCESSIBILITY STANDARDS, INCLUDING, BUT NOT LIMITED TO, MAXIMUM CROSS SLOPES AND RUNNING SLOPES ON PAVED SURFACES, MINIMUM VERTICAL AND HORIZONTAL CLEARANCES ON ACCESSIBLE PATHS, AND MAXIMUM SLOPES ON CURB RAMPS, SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN PRIOR TO CONSTRUCTION.
2. ALL CONCRETE PAVEMENT ON CURB RAMPS SHALL BE BROOM FINISHED PERPENDICULAR TO SLOPE.

PLANTING NOTES:

1. ALL QUANTITIES LISTED IN THE DRAWINGS ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND TO PROVIDE ALL MATERIALS NECESSARY FOR FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED ON THE DRAWINGS. ANY DISCREPANCY SHOULD BE REPORTED TO THE OWNER.
2. ALL PLANTS SHOULD BE IN ACCORDANCE WITH ANSI Z60.1 -2014, AMERICAN STANDARD FOR NURSERY STOCK PUBLICATION, APPROVED APRIL 14, 2014.
3. CALIPER SIZE OF CANOPY TREES ARE TO BE MEASURED PER LOCAL CITY LANDSCAPE ORDINANCE.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE SIZE SPECIFICATIONS (CALIPER, HEIGHT AND SPREAD) GIVEN IN THE PLANT SCHEDULE AND SHALL BE NURSERY GROWN UNLESS SPECIFIED OTHERWISE.
5. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDDESIGN PRIOR TO PURCHASE.
6. SIZES LISTED ARE MINIMUM AND REFER TO HEIGHT, UNLESS OTHERWISE SPECIFIED.
7. LANDSCAPE CONTRACTOR SHALL STAKE OUT LOCATIONS OF ALL TREES TO BE PLANTED FOR REVIEW BY LANDDESIGN PRIOR TO INSTALLING. LANDDESIGN RESERVES THE RIGHT TO ADJUST TREE LOCATIONS IN THE FIELD AS NECESSARY.
8. SHRUB/GROUNDCOVER BEDS SHALL BE STAKED FOR REVIEW BY LANDDESIGN/OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND OR BED PREPARATION.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES. PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE LANDDESIGN OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THE DRAWINGS.
11. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
12. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION AND MUST BE REPLACED WITH PLANT OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, DEAD AND /OR REMOVED.
13. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
14. FINAL FINISHED GRADING SHALL BE REVIEWED BY LANDDESIGN. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION SUITABLE FOR PLANTING.
15. TREES OVERHANGING INTO THE PUBLIC R.O.W. SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN(14) FEET OVER STREETS, DRIVE AISLES, ALLEYS AND FIRE LANES. TREES OVERHANGING PRIVATE STREETS, WALKS, AND /OR PARKING LOTS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
16. LANDSCAPE CONTRACTOR IS REQUIRED TO PERFORM A TREE PIT PERCOLATION TEST FOR EACH TREE PIT PRIOR TO INSTALLATION. IF TREE PIT DOES NOT DRAIN WITHIN A 24-HOUR PERIOD, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A GRAVEL SUMP. FILTER FABRIC AND STAND PIPE. ALL TREE PIT SUMPS SHALL BE INCLUDED IN IN THE CONTRACTOR'S BASE BID AS A UNIT PRICE AND PROVIDE AS A DEDUCT ALTERNATE PER TREE PIT SUMPS NOT REQUIRED TO BE INSTALLED.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW SITE ENVIRONMENTAL CONDITIONS PRIOR TO AND DURING INSTALLATION OF PLANT MATERIAL. ANY DISCREPANCIES OR CONCERNS BETWEEN THE ENVIRONMENTAL SITE CONDITIONS (I.E., SOIL TYPE, WATER, CLIMATE, WIND, SUN EXPOSURE ETC.) AND THE PLANT MATERIAL SPECIFIED WITHIN THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN AND/OR OWNER, AND SHALL BE DONE SO IN WRITING.
18. ALL NEW PLANTING AREAS SHALL BE BACKFILLED WITH PLANTING SOIL THAT IS A MIXTURE OF 40-50% IMPORTED UNSCREENED TOPSOIL, 40-45% COARSE SAND, AND 10% COMPOST. FINAL TESTED ORGANIC MATTER SHALL BE BETWEEN 2.75 AND 4% (BY DRY WEIGHT). BACKFILL SHALL BE TO A DEPTH OF 18" FOR SHRUB AND GROUNDCOVER ZONES AND 36" FOR TREE PITS.
19. AFTER PLANTING SOIL MIXES ARE INSTALLED IN PLANTING BED AREAS AND JUST PRIOR TO THE INSTALLATION OF SHRUB OR GROUNDCOVER PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN.
20. IN ALL EXISTING PLANTING AREAS DESIGNATED TO RECEIVE NEW PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE THE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN. IN NO CASE WILL THIS BE PERFORMED WHERE IT MAY NEGATIVELY IMPACT THE HEALTH OF ADJACENT, EXISTING PLANT MATERIALS WHICH ARE DESIGNATED TO REMAIN.

PLANTERS/POTS/SEASONAL PLANTING NOTES:

1. SOIL SHOULD BE NUTRIENT-RICH, MOISTURE CONTAINING PLANTING MEDIUM AND BE A MINIMUM 18" DEPTH FOR SEASONALS, PERENNIALS AND SMALL SHRUBS; MINIMUM 36" DEPTH FOR ALL TREES.
2. A LAYER OF RIVER ROCK SHALL BE PLACED IN THE BASE OF EACH PLANTER POT TO A MINIMUM 6" DEPTH OR AS ALLOWABLE BY REQUIRED SOIL DEPTH. PLACE FILTER FABRIC BETWEEN SOIL MEDIUM AND RIVER ROCK AND SOIL MEDIUM AND PLANTER EDGES. OVERLAP FABRIC 6" MINIMUM TO MINIMIZE SOIL WASH.
3. PLANTERS POTS WHICH DO NOT RECEIVE IRRIGATION SHALL BE HAND-WATERED. HAND WATERING SHOULD OCCUR MINIMUM 2 TIMES PER WEEK DURING COOLER AND RAINY SEASONS AND INCREASED TO EVERY 2-3 DAYS DURING HOT/DRY WEATHER. ALWAYS CHECK SOIL 6" BELOW SURFACE FOR SATURATION PRIOR TO WATERING TO PREVENT OVERWATERING/DROWNING OF PLANT MATERIAL.
4. WHEN APPLICABLE, PLANTS TO REMAIN IN CONTAINERS FOR DURATION OF SEASON ARE SHOWN IN THE "PERMANENT" LAYOUT. EACH SEASON WILL HAVE ITS OWN PLANT MATERIAL, SOME OF WHICH MAY LAST ALL YEAR. ROTATE IN THE PLANTS NOTED FOR EACH SEASON.
5. IF PLANT MATERIAL DIES DURING A SEASON AND IS EXPECTED TO REMAIN FOR AN ADDITIONAL SEASON, CONTRACTOR IS TO REPLACE AT TIME OF NEXT SEASONAL ROTATION.
6. CONTACT LANDDESIGN FOR ANY REQUIRED SUBSTITUTIONS.
7. ALL PLANTS SHOULD BE FULL AT TIME OF INSTALLATION AND COVER 75% OF POT SURFACE AREA.
8. AVOID PLANTING IN THE ROOT ZONE OF ANY PERMANENT TREES, SHRUBS, OR PERENNIALS.
9. SEASONAL PLANTS SHOULD BE REMOVED FOLLOWING THE FIRST MAJOR FROST DIEBACK AND REPLACED WITH EVERGREEN BOUGHS OR OTHER OWNER APPROVED WINTER DECOR. TREES, SHRUBS AND PERENNIALS SHOULD REMAIN IN THE CONTAINERS YEAR ROUND AND REPLACED ONLY AS NECESSARY.

GENERAL NOTES:

1. SURVEY DATA OF THE PROJECT TOPOGRAPHY AND SURFACE FEATURES WAS OBTAINED FROM YARBROUGH-WLLIAMS & HOULE INC.
2. WRITTEN DIMENSIONS SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES.
3. DIMENSIONS ARE TO FACE OF OBJECT, UNLESS NOTED OTHERWISE.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS IN THE FIELD, INCLUDING, BUT NOT LIMITED TO: ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS; ALL ABOVE GROUND UTILITIES AND STRUCTURES; EXISTING TOPOGRAPHY, SUBSURFACE CONDITIONS, VEGETATION, EASEMENTS AND PROPERTY BOUNDARIES. IF ANY EXISTING CONDITIONS DIFFER FROM THOSE SHOW ON THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER IMMEDIATELY.
7. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS.
8. ALL PROPOSED FINISHED GRADES TIE INTO THE EXISTING GRADES AS SHOWN IN THE TOPOGRAPHIC SURVEY PROVIDED BY LOSI INC. ANY DISCREPANCIES BETWEEN EXISTING GRADES PRESENTED IN THE TOPOGRAPHIC SURVEY AND EXISTING GRADES AT THE TIME OF CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN IMMEDIATELY.
9. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN THE FIELD AND VERIFIED WITH THE CONSTRUCTION DOCUMENTS. IF DISCREPANCIES ARISE, CONTRACTOR SHALL NOTIFY LANDDESIGN PRIOR TO INSTALLATION. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ITEMS PER DRAWINGS AND SPECIFICATION. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY MAJOR DISCREPANCIES BETWEEN CONTRACTOR'S VERIFIED QUANTITIES, BID BOOK, AND INTENT OF DRAWING.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINAL QUANTITIES OF ALL MATERIALS, PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDDESIGN ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE.
12. THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY. SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED ANY DISCREPANCY AND/ OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED, SHALL BE VERIFIED WITH THE OWNER OR LANDDESIGN PRIOR TO BIDDING.
13. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF WORK, AND FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
14. IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER & LANDDESIGN SHALL BE NOTIFIED IMMEDIATELY.
15. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
16. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THIS SITE AND AND BE RESPONSIBLE FOR ACCURACY AND CORRECTNESS OF SAME.
17. CONTRACTOR SHALL COORDINATE WORK WITH ALL OTHER TRADES AND NOTIFY OWNER & LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY GOVERNING AUTHORITIES, AN APPROVED TESTING LABORATORY TO MAKE ALL TESTS FROM CONCRETE, SOIL COMPACTION AND WELDING TO INSURE COMPLIANCE WITH PLANS, STANDARDS AND CODES. COST SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
19. ALL EXISTING WORK OR LANDSCAPING NOT SHOWN TO BE ALTERED OR REMOVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR(S) SHALL BEAR THE TOTAL EXPENSE FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING CONDITIONS, OR IMPROVEMENTS NOT INDICATED IN THE DRAWINGS OR SPECIFICATIONS TO RECEIVE ALTERATION, ADDITIONS OR REMOVAL.

LAYOUT NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES IN THE FIELD PRIOR TO CONSTRUCTION. EXISTING UTILITIES ARE SHOWN SCHEMATICALLY AND ARE FOR THE CONTRACTOR'S GUIDANCE ONLY. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON DESIGN INFORMATION PROVIDED TO LANDDESIGN, AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IF UTILITIES ARE TO REMAIN IN PLACE, CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING DEMOLITION AND CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION. REPAIRS SHALL BE EQUAL TO OR BETTER THAN CONDITION PRIOR TO CONSTRUCTION.
3. ALL ONSITE PAVING DIMENSIONS ARE TO THE FACE OF CURB, WHERE APPLICABLE, UNLESS NOTED OTHERWISE.
4. ALL CURB RADII AND SIDEWALK RETURNS ARE 2', UNLESS NOTED OTHERWISE IN THESE PLANS.
5. THE CONTRACTOR SHALL REFER TO THE MOST RECENT AMENDMENT TO THE ARCHITECTURAL PLANS, BY CBA, TO VERIFY THE EXACT BUILDING DIMENSIONS PRIOR TO CONSTRUCTION.
6. LAYERS IN PATTERN(S) SHOWN ON DRAWINGS. PLACE UNITS HAND TIGHT WITHOUT USING HAMMERS. MAKE HORIZONTAL ADJUSTMENTS TO PLACEMENT OF LAID PAVERS WITH RUBBER HAMMERS AS REQUIRED.
7. PROVIDE JOINTS BETWEEN PAVERS BETWEEN 1/16 IN. AND 3/16 IN. (2 AND 5 MM) WIDE. NO MORE THAN 5% OF THE JOINTS SHALL EXCEED 1/4" WIDE TO ACHIEVE STRAIGHT BOND LINES.
8. JOINT (BOND) LINES SHALL NOT DEVIATE MORE THAN ±1/2 IN. (±15 MM) OVER 50 FT. (15 M) FROM STRING LINES.
9. FILL GAPS AT THE EDGES OF THE PAVED AREA WITH CUT PAVERS OR EDGE UNITS.
10. CUT PAVERS TO BE PLACED ALONG THE EDGE WITH A MASONRY SAW.
11. ADJUST BOND PATTERN AT PAVEMENT EDGES SUCH THAT CUTTING OF EDGE PAVERS IS MINIMIZED.
12. CUT PAVERS SHALL BE GREATER THAN 1/3 FULL PAVER SIZE WHERE POSSIBLE.
13. PAVER DIMENSIONS ARE NOMINAL. PRIOR TO POURING SLABS, BANDING, OR OTHERWISE SETTING PAVER FIELDS, VERIFY ACTUAL PAVER SIZES AND LAYOUT OF THE PAVER FIELDS. MAKE MINOR ADJUSTMENTS TO EDGE CONSTRAINTS AS REQUIRED TO ACCOMMODATE ACTUAL PAVER SIZES. NOTIFY LANDDESIGN IMMEDIATELY OF DISCREPANCIES AND/OR ADJUSTMENTS.

GRADING NOTES:

1. CONTRACTOR SHALL STAKE SITE PER SPOT ELEVATIONS AND NOTED SLOPES ON THE GRADING PLANS INCLUDED IN THIS PLAN SET.
2. WRITTEN DIMENSIONS AND GRADES SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
5. ALL SPOT ELEVATIONS SHOWS ON GRADING PLAN ARE TO BOTTOM OF CURB/ TOP OF PAVEMENT UNLESS OTHERWISE NOTED. RIM ELEVATIONS SHOWN ON THE STORM DRAINAGE PLANS ARE TO CENTER OF RIM.
6. CONTRACTOR SHALL REFER TO GEOTECHNICAL ENGINEER AND FINAL GEOTECHNICAL REPORT FOR ALL GRADING SPECIFICATIONS, RECOMMENDATIONS AND INFORMATION ON SUBSURFACE MATERIALS, TOPSOIL, STRUCTURAL MATERIAL, DEEP FILLS, EXCAVATION, AND FOUNDATIONS. CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL RECOMMENDATIONS WITHIN THE FINAL GEOTECHNICAL REPORT. ANY DEVIATIONS FROM THE RECOMMENDATIONS PRESENTED IN THE GEOTECHNICAL REPORT SHALL REQUIRE APPROVAL FROM THE GEOTECHNICAL ENGINEER.
7. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
8. ALL PLANTING ISLANDS SHALL BE GRADED TO MOUND TO PROVIDE POSITIVE DRAINAGE.
9. REFER TO LANDSCAPE PLAN FOR ALL TREE PROTECTION FENCE LOCATIONS AND INSTALLATION PROCEDURES. NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, BURIAL PITS, TRENCHING, OR OTHER LAND DISTURBING ACTIVITY ALLOWED IN THE TREE PROTECTION ZONE.
10. GRADING CONTRACTORS SHALL NOTIFY AND COOPERATE WITH ALL UTILITY COMPANIES OR FIRMS HAVING FACILITIES ON OR ADJACENT TO THE SITE BEFORE DISTURBING, ALTERING, REMOVING, RELOCATING, ADJUSTING OR CONNECTING TO SAID FACILITIES. CONTRACTORS SHALL PAY ALL COSTS IN CONNECTION WITH THE ALTERATION OF OR RELOCATION OF THE FACILITIES. CONTRACTORS SHALL RAISE OR LOWER TOPS OF EXISTING MANHOLES AS REQUIRED TO MATCH FINISHED GRADES.
11. GRADING CONTRACTOR SHALL COOPERATE AND WORK WITH ALL OTHER CONTRACTORS PERFORMING WORK ON THIS PROJECT TO ENSURE PROPER AND TIMELY COMPLETION OF THIS PROJECT.

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KEY MAP

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KIMBERLY SEDDON 39263 11/3/21
ENGINEER REG. # DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

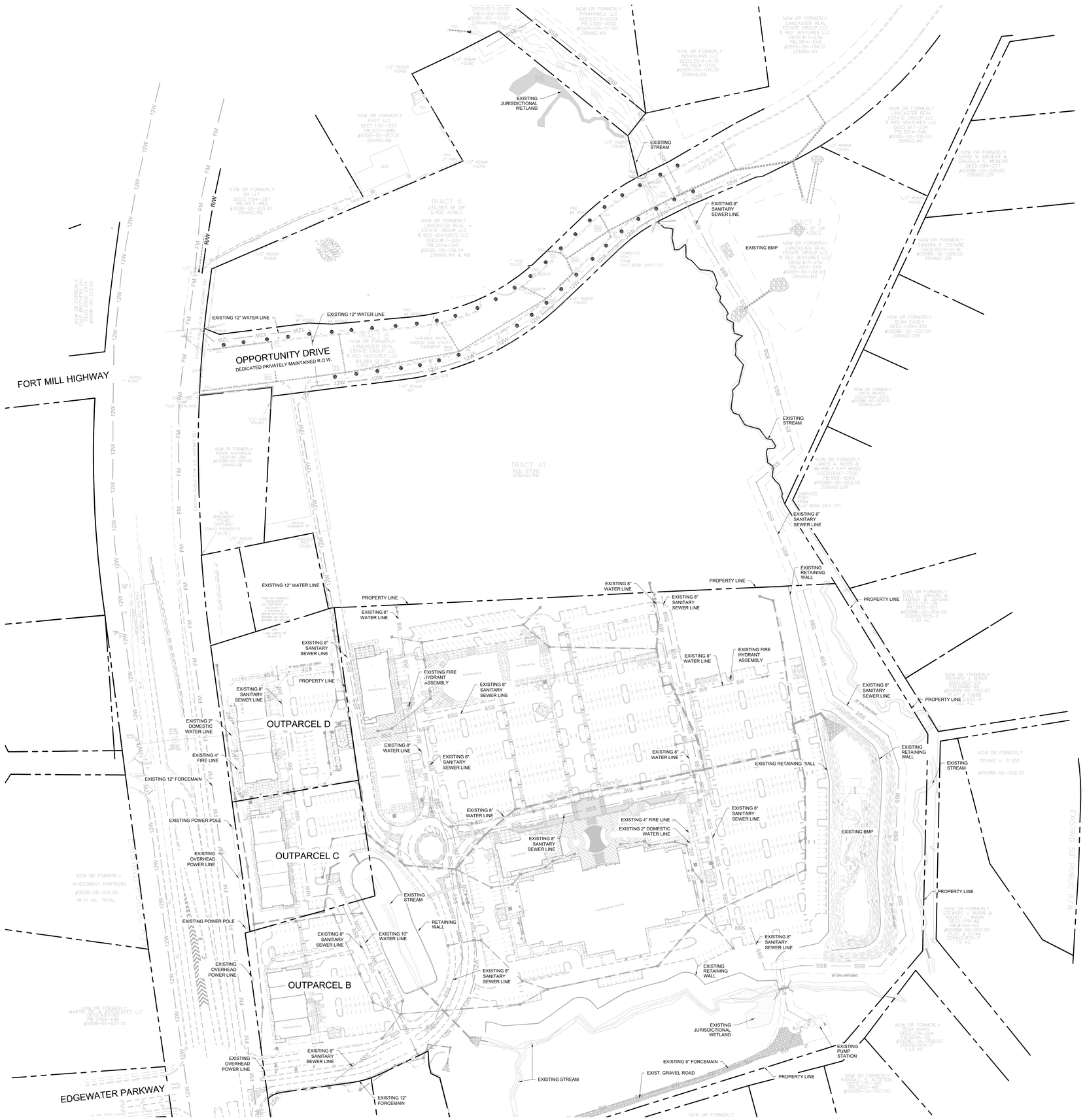
2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#
1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY R



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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE
VERT: N/A
HORZ: 1" = 80'
0 40 80 160
ORIGINAL SHEET SIZE: 30" X 42"

NORTH

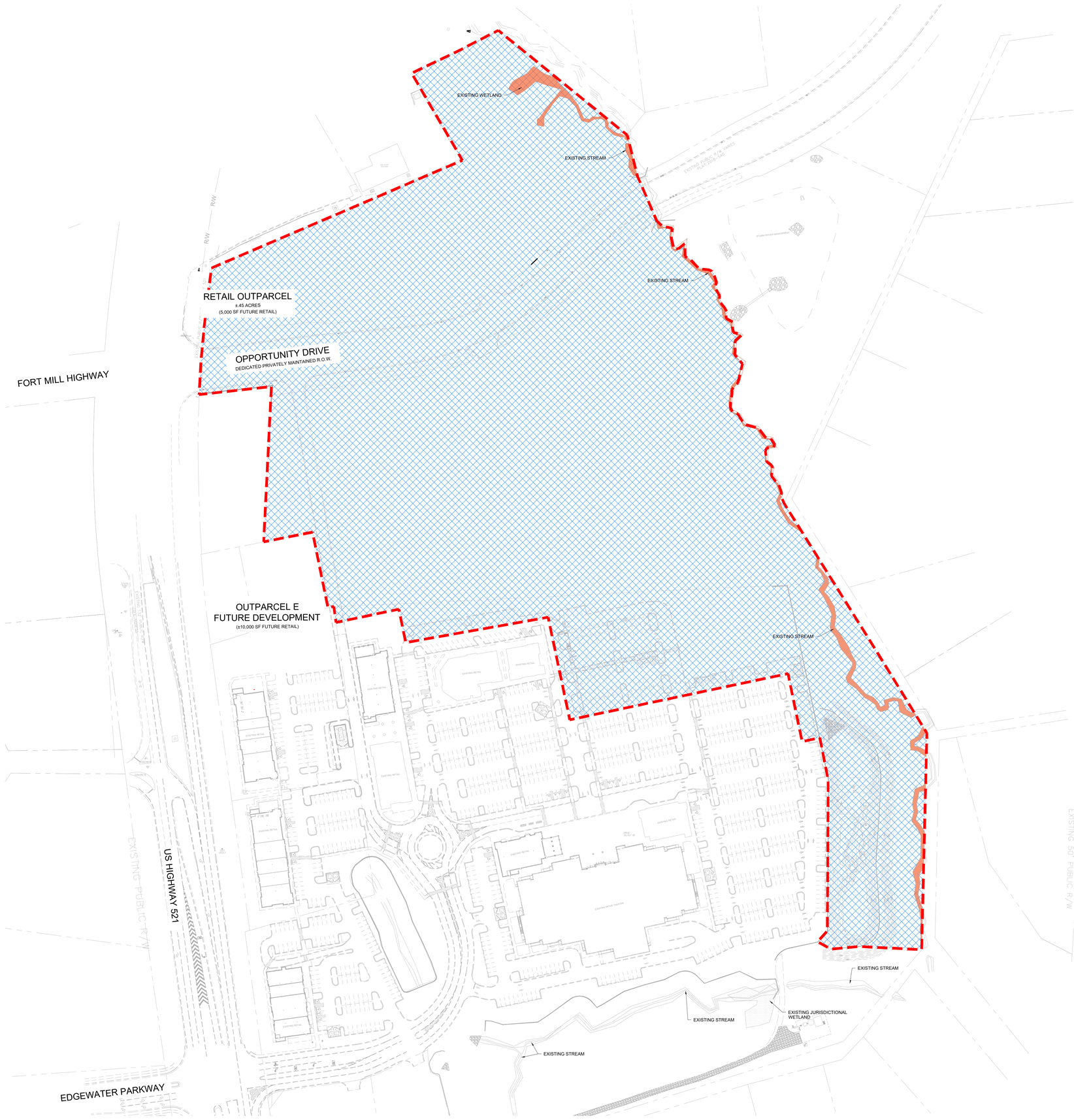
SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

C1-01

8/17/2022 3:55 PM JESSICA AUER \\CHFILES\PROJECTS_2021\1021273\CAD\DOCUMENTATION\1021273_PLN_EXISTING CONDITIONS.DWG



LEGEND:

- MX BOUNDARY (25.59 AC)
- HIGHLAND ACREAGE (25.23 AC)
- EXISTING WETLAND/WATERWAY (0.36 AC)

NOTE:
1. EXISTING WETLAND/WATERWAY ACREAGE WAS CALCULATED BY TAKING THE AREA OF THE STREAM AND WETLAND WITHIN THE PROPOSED BOUNDARY LINE. AREA IS MEASURED FROM TOP OF BANK. LIMITS ARE PER SURVEY.

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NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

NORTH

VERT: N/A
HORZ: 1" = 80'

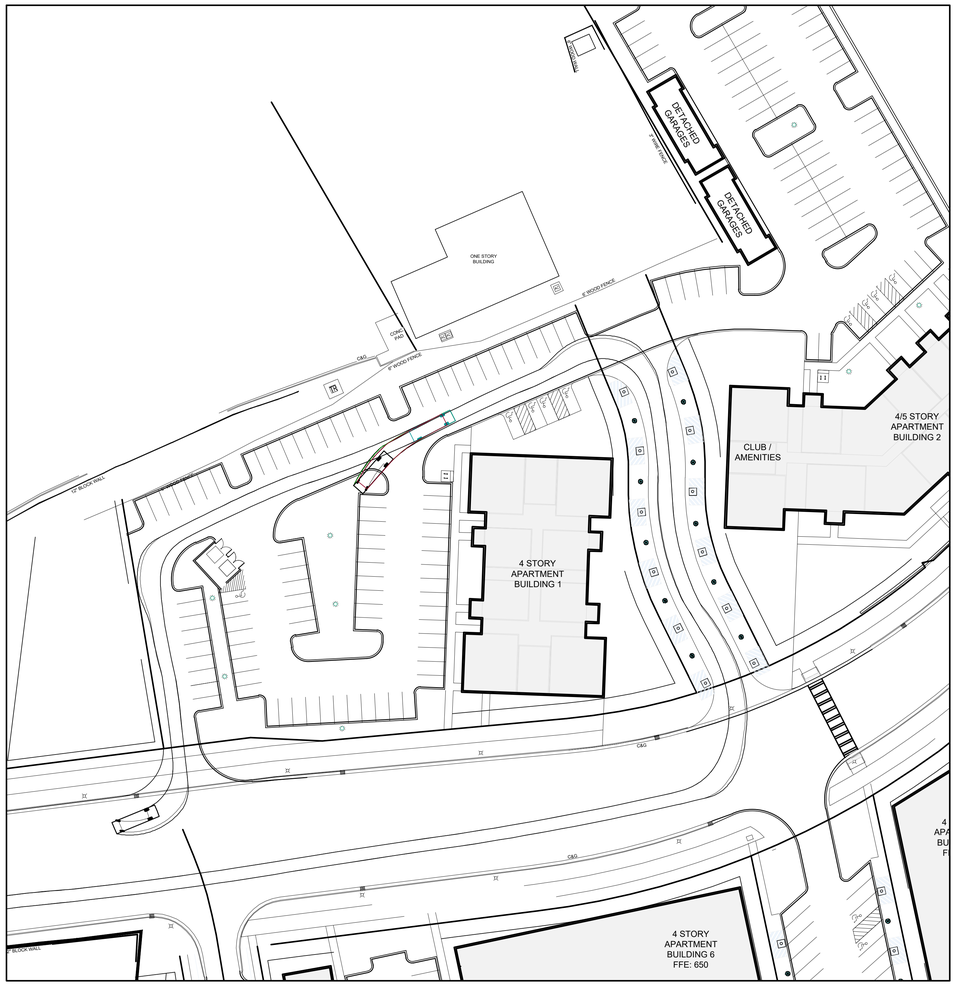
0 40 80 160
ORIGINAL SHEET SIZE: 30" X 42"

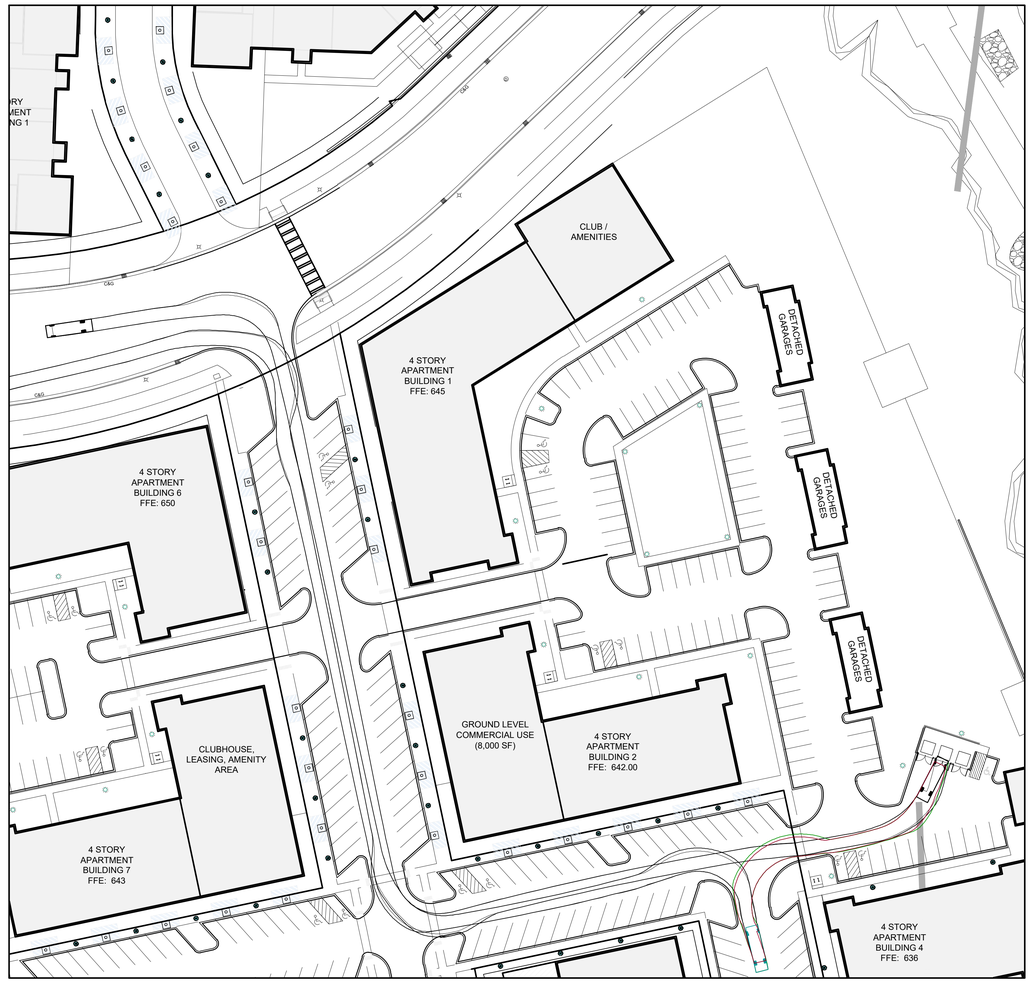
SHEET TITLE

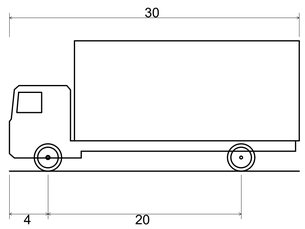
HIGHLAND ACREAGE PLAN

SHEET NUMBER

C1-02







Front Loader Garbage Truck	
Overall Length	30.000ft
Overall Width	8.000ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.367ft
Track Width	8.000ft
Lock to lock time	5.00s
Max Steering Angle (Virtual)	31.80°

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KEY MAP

SEAL

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KIMBERLY SEDDON 39263 4/13/22
ENGINEER REG. # DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ #
1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.20
2	COUNTY RESUBMITTAL	06.28.20
3	COUNTY RESUBMITTAL	08.17.20

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

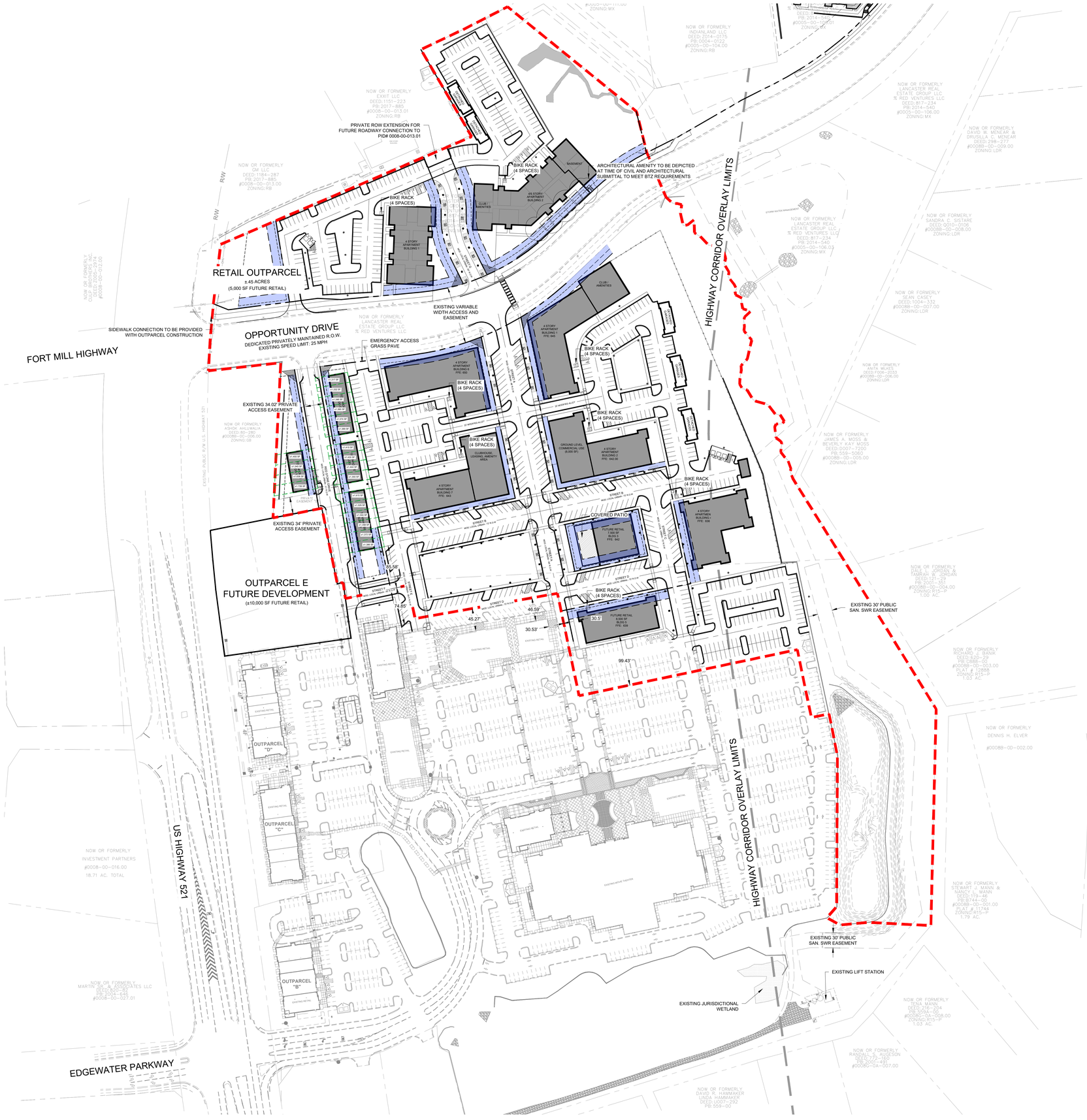
VERT: N/A
HORZ: 1" = 40'
0 20 40 80
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

REDSTONE TURNING MOVEMENTS

SHEET NUMBER

C1-10



BUILDING SETBACK AND SF REQUIREMENTS

APARTMENT BUILDING:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' OR 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 20' MAX.
LOT WIDTH:	100' MIN.
LOT AREA:	12,500 SF MIN.
% OF OUTDOOR AMENITY SPACE	10% MIN.
BUILDING HEIGHT (MAX.)	4 STORIES / 55'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	
BUILDING IN SIDE STREET BTZ 35% OF LOT WIDTH MIN.	

TOWNHOME:

PRIMARY STREET	5' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	5' MIN.
REAR	20' MIN.
ABUTTING ALLEY	4' OR 20' MIN.
BUILD TO ZONE (BTZ)	5' MIN - 15' MAX.
LOT WIDTH:	100' MIN.
LOT AREA:	1,300 SF MIN.
BUILDING HEIGHT (MAX.)	3 STORIES / 45'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	

MIXED USE BUILDING:

PRIMARY STREET	0' MIN.
SIDE STREET	0' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' OR 5' MIN.
ABUTTING ALLEY	5' MIN.
BUILD TO ZONE (BTZ)	0' MIN - 10' MAX.
LOT WIDTH:	50' MIN.
LOT AREA:	5,000 SF MIN.
% OF OUTDOOR AMENITY SPACE	10% MIN.
BUILDING HEIGHT (MAX.)	4 STORIES / 55'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	
BUILDING IN SIDE STREET BTZ 35% OF LOT WIDTH MIN.	

GENERAL BUILDING:

PRIMARY STREET	5' MIN.
SIDE STREET	5' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' OR 5' MIN.
ABUTTING ALLEY	5'
BUILD TO ZONE (BTZ)	5' MIN - 20' MAX.
LOT WIDTH:	50' MIN.
LOT AREA:	5,000 SF MIN.
% OF OUTDOOR AMENITY SPACE	10% MIN.
BUILDING HEIGHT (MAX.)	2 STORIES / 35'
BUILDING IN PRIMARY STREET BTZ 70% OF LOT WIDTH MIN.	
BUILDING IN SIDE STREET BTZ 35% OF LOT WIDTH MIN.	

BUILDING LEGEND

BLDG. 1: APARTMENT BUILDING - 4 STORY

BLDG. 2: MIXED USE BUILDING - 4 STORY (CLUB/AMENITY FIRST FLOOR ± 8,000 SF)

BLDG. 3: GENERAL BUILDING - ± 7,500 sf

BLDG. 4: APARTMENT BUILDING - 4 STORY

BLDG. 5: GENERAL BUILDING - ± 8,500 SF

BLDG. 6: APARTMENT BUILDING - 4 STORY

BLDG. 7: MIXED USE BUILDING - 4 STORY (RETAIL FIRST FLOOR ± 8,000 SF)

BLDG. 8: TOWNHOUSE

BLDG. 9: TOWNHOUSE

BLDG. 10: TOWNHOUSE

BLDG. 11: TOWNHOUSE

BLDG. 1: APARTMENT BUILDING - 4 STORY
BLDG. 2: APARTMENT BUILDING - 4 STORY

TOWNHOME LOT BOUNDARY

LOT BOUNDARIES TO BE AT LEAST 1,300 SF

*PREVIOUSLY UNDER SIZED LOTS HAVE BEEN EXTENDED INTO THE PARKING SPACES, THESE SPACES WILL BE "ASSIGNED" TO THE CORRESPONDING UNIT

SITE LEGEND

BUILDING

BUILD TO ZONE

PROPERTY LINE

SETBACK LINE

BUILD TO ZONE LINE

MX BOUNDARY

TOWNHOME LOT BOUNDARY

SITE DATA

PARCEL NO: 0005-00-106.00, 0008-00-015.00, 0005-00-106.05, 0005-00-106.04

CURRENT ZONING: RB

PROPOSED ZONING: MX

TOTAL SITE AREA: 25.79 ACRES

DEVELOPER: MPV PROPERTIES, LLC

CURRENT USE: UNDEVELOPED
PROPOSED USE: MIXED-USE

PROPOSED COMMERCIAL:
24,000 SF SHOPS / RETAIL

PROPOSED RESIDENTIAL UNITS:
MULTI-FAMILY: 350 UNITS
TOWNHOMES: 20 UNITS

DENSITY: ±14 UNITS/ACRE

TOTAL PROPOSED PARKING **±712 SPACES**
STANDARD SPACES: ±462 SPACES
ON STREET SPACES: ±220 SPACES
GARAGE SPACES: ±30 SPACES

OPEN SPACE REQUIRED: 2.57 AC (10% OF SITE AREA)

OPEN SPACE PROVIDED: ±3.1 AC (12.02% OF SITE AREA)
±0.9 AC PROGRAMMED OPEN SPACE
±2.2 AC OPEN SPACE
(SEE SHEET C2-01 FOR OPEN SPACE PLAN)

IMPERVIOUS SURFACE AREA: ±12.4 AC (±48% OF SITE AC)

PARKING SUMMARY

MULTI-FAMILY:

SPACES REQUIRED

1.5 SP PER 350 DU = 525 SPACES

SPACES PROVIDED

STANDARD SPACES: 386

ON STREET SPACES: 101

GARAGE SPACES: 30

*13 SPACES FROM PHASE I INCLUDED IN MX BOUNDARY

TOTAL SPACES PROVIDED: 530

ACCESSIBLE PARKING

ADA REQUIRED: 11 ACCESSIBLE SPACES (2 VAN)
2% OF TOTAL SPACES ARE ACCESSIBLE - 16 VAN
ADA PROVIDED: 28 ACCESSIBLE SPACES
*ALL PROVIDED ADA SPACES ARE VAN ACCESSIBLE

RETAIL:

SPACES REQUIRED

1 SP PER 250 SF = 96 SPACES
*SEE HYPOTHETICAL RETAIL PARKING SUMMARY

SPACES PROVIDED

STANDARD SPACES: 76

ON STREET SPACES: 94

*50 PARKING SPACES FROM PHASE I INCLUDED IN MX BOUNDARY

TOTAL SPACES PROVIDED: 220

ACCESSIBLE PARKING

ADA REQUIRED: 4.4 ACCESSIBLE SPACES (.73 VAN)
ADA PROVIDED: 07 ACCESSIBLE SPACES
*ALL PROVIDED ADA SPACES ARE VAN ACCESSIBLE

***HYPOTHETICAL RETAIL PARKING:**

BUILDING 2:
PROFESSIONAL SERVICES/NON MEDICAL (50%) = 4,000 SF
(1 SPACE/500 SF) = 8 REQUIRED
GENERAL COMMERCIAL (20%) = 1,600 SF
(1 SPACE/250 SF) = 6.4 REQUIRED
OTHER COMMERCIAL (30%) = 2,400 SF
(1 SPACE/400 SF) = 6 REQUIRED
= 20.4 SUBTOTAL REQUIRED SPACES

BUILDING 3: RESTAURANT
INDOOR SEATING (60%) = 4,500 SF
(1 SPACE/75 SF) = 60 REQUIRED
OUTDOOR PATIO = 2,600 SF
(1 SPACE/EVERY 3 OUTDOOR SEATING OCCUPANTS**)
**20SF PER OUTDOOR OCCUPANT = 46.7 REQUIRED
= 106.7 SUBTOTAL REQUIRED SPACES

BUILDING 5:
OTHER COMMERCIAL (100%) = 8,500 SF
(1 SPACE/400 SF) = 21.3 REQUIRED
= 21.3 SUBTOTAL REQUIRED SPACES

TOTAL REQUIRED HYPOTHETICAL RETAIL SPACES = 148.32

TOWNHOMES:

SPACES REQUIRED

1.5 SP PER 20 DU = 30 SPACES

SPACES PROVIDED

STANDARD SPACES: 00
ON STREET SPACES: 31

TOTAL SPACES PROVIDED: 31

ACCESSIBLE PARKING

ADA REQUIRED: .6 ACCESSIBLE SPACES (.1 VAN)
ADA PROVIDED: 1 ACCESSIBLE SPACES
*ALL PROVIDED ADA SPACES ARE VAN ACCESSIBLE

ALL PARKING IS PROVIDED WITHIN THE 2ND OR 3RD LAYER PER THE REQUIREMENTS OF UDO SECTION 7.2.4A

PHASE I REQUIREMENTS:

-REQUIRED PARKING = 804 SPACES

-PROVIDED PARKING = 899 SPACES

*CALCULATED PER DRC COUNTY APPROVAL

BIKE PARKING

SPACES REQUIRED

MULTI-FAMILY:
SHORT TERM REQUIRED: 1/20 UNITS = 18.5
LONG TERM REQUIRED: 1/5 UNITS = 74

RETAIL:
SHORT TERM REQUIRED: 1 PER 5000 SF = 4.8
LONG TERM REQUIRED: 1 PER 5000 SF = 4.8

SPACES PROVIDED

MULTI-FAMILY:
SHORT TERM PROVIDED: 24
LONG TERM PROVIDED: 74 (WITHIN ARCHITECTURE)

RETAIL:
SHORT TERM PROVIDED: 8
LONG TERM PROVIDED: 5

GENERAL NOTES

1. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL THE PROPOSED DEVELOPMENT IS IN COMPLIANCE WITH THE APPROVAL PLAN.
2. BUILDING 13 TO HAVE SOUND RATED GLASS TO REDUCE NOISE INTRUSION

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ENGINEER	REG.#	DATE

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PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#
1021273

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1	COUNTY RESUBMITTAL	04.29.2022
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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: JAUG
DRAWN BY: JAUG
CHECKED BY: DW

SCALE

VERT: N/A
HORZ: 1" = 80'

0 40 80 160

ORIGINAL SHEET SIZE: 30" X 42"

NORTH

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

C2-00

SITE LEGEND

- BUILDING
- BUILD TO ZONE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- PROPOSED OPEN / AMENITY SPACE

OPEN / AMENITY SPACE REQUIREMENTS:

OPEN / AMENITY SPACE REQUIRED: 2.57 AC (111,949 SF) 10% OF SITE AREA

OPEN / AMENITY SPACE PROVIDED: ± 3.1 AC (135,102 SF)

UDO SECTIONS 3.6.1.A, 3.6.2.A AND 3.6.4.A:
A MINIMUM OF 10% OF THE SITE MUST BE OUTDOOR AMENITY SPACE. PURSUANT TO UDO SECTIONS 3.6.E.2.C AND D, ACTIVE OUTDOOR AMENITIES INCLUDE A PLAYGROUND, ATHLETIC COURT, POOL DECK, SPRAY DECK, PROMENADE, OR DOG PARK; AND PASSIVE PARK AREAS MUST INCLUDE IMPROVEMENTS SUCH AS TRAILS, PATHS AND SEATING AREAS. FORMAL OR INFORMAL GARDENS, AS WELL AS GREENBELTS, ARE CONSIDERED ACCEPTABLE OUTDOOR AMENITY AREAS.ADDITIONALLY, PURSUANT TO UDO SECTION 3.6.E.2.E. OUTDOOR AMENITY SPACE MAY INCLUDE STRUCTURES SUCH AS KIOSKS, BICYCLE RACKS, BENCHES OR OTHER SEATING, SCULPTURE, FOUNTAINS AND SIMILAR AMENITIES. SUCH AREAS MUST NOT INCLUDE SIGNS UNRELATED TO THE AMENITIES, UTILITY AREAS, DUMPSTERS OR SIMILAR STRUCTURES.

OPEN SPACE DEDICATION
DEDICATED OPEN SPACE WILL BE MAINTAINED AND PRESERVED TO SATISFY ORDINANCE REQUIREMENTS (DEFINED MAINTENANCE STRATEGY TO BE DETERMINED AT A LATER DATE).

NOTE:
CALCULATED OPEN SPACE IS OUTSIDE OF THE REDSTONE PHASE I BOUNDARY

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ENGINEER	REG. #	DATE
KIMBERLY SEDDON	39263	12/16/21

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PROJECT

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LANDDESIGN PROJ.#
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DRAWN BY: JG
CHECKED BY: DW

SCALE
VERT: N/A
HORZ: 1"=50'
0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

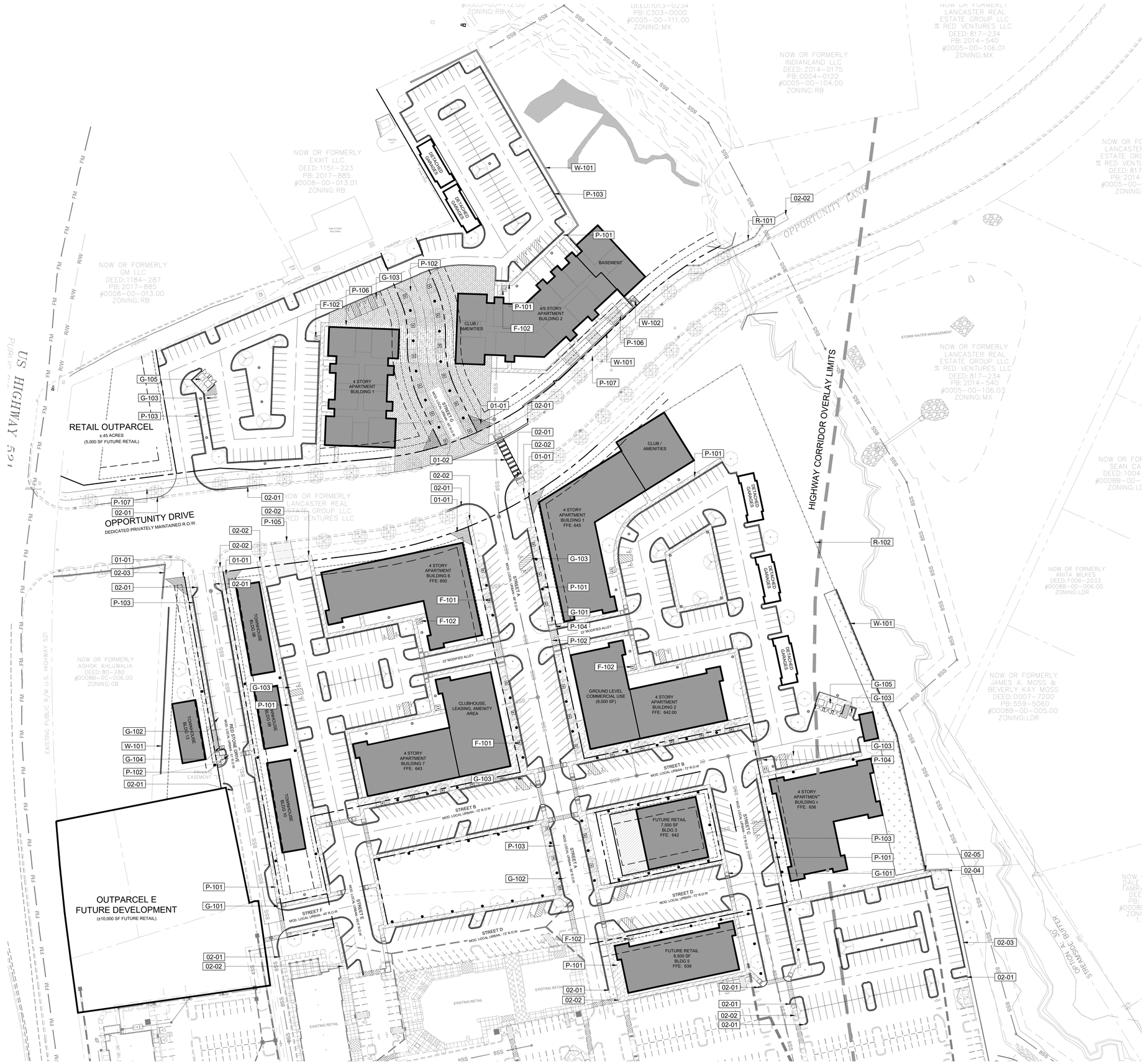
NORTH

SHEET TITLE

OVERALL OPEN SPACE PLAN

SHEET NUMBER

C2-01



REFERENCE NOTES SCHEDULE

SYMBOL	01 GENERAL NOTES DESCRIPTION	DETAIL
01-01	25' x 25' SIGHT TRIANGLE	
01-02	PIANO-STYLE CROSSWALK	
SYMBOL	**02 EXISTING CONDITIONS DESCRIPTION**	**DETAIL**
02-01	TIE INTO EXISTING CURB AND GUTTER	
02-02	TIE INTO EXISTING SIDEWALK	
02-03	EXISTING WALL TO REMAIN	
02-04	TIE INTO EXISTING FENCE	
02-05	TIE INTO EXISTING WALL	
SYMBOL	**SITE FURNISHINGS DESCRIPTION**	**DETAIL**
F-101	TREE GRATE	02/C2-05
F-102	BIKE RACK	03/C2-05
SYMBOL	**GENERAL IMPROVEMENTS DESCRIPTION**	**DETAIL**
G-101	DIRECTIONAL CURB RAMP	09/C2-04
G-102	PARALLEL PARKING SPACE	06/C2-04
G-103	ADA ACCESSIBLE PARKING SPACE	07/C2-04
G-104	ADA ACCESSIBLE PARALLEL PARKING SPACE	08/C2-04
G-105	PROPOSED DUMPSTER LOCATION	14/C2-04
SYMBOL	**PAVING AND CURB DESCRIPTION**	**DETAIL**
P-101	STANDARD CONCRETE SIDEWALK	03/C2-04
P-102	HEAVY DUTY UNIT PAVER	13/C2-04
P-103	CURB AND GUTTER	01/C2-04
P-104	TRUNCATED DOMES	10/C2-04
P-105	GRASS PAVE	12/C2-04
P-106	HEAVY DUTY UNIT PAVER - TYPE 2	13/C2-04
P-107	MIXED USE PATH	
SYMBOL	**RAILING AND FENCE DESCRIPTION**	**DETAIL**
R-101	SAFETY RAIL	07/C2-05
R-102	FENCE	
SYMBOL	**WALLS AND STAIRS DESCRIPTION**	**DETAIL**
W-101	RETAINING WALL	
W-102	CONCRETE STEPS W/ HANDRAILS	04/C2-05

LIGHTING SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
●	PED (PEDESTRIAN LIGHT) FINAL MODEL TO BE BE DETERMINED AT TIME OF CONSTRUCTION TBD, TBD, TBD Lamp: LED, LINE, 2700K, Beamspread: TBD	76
☼	OVH1 (OVERHEAD LIGHT) FINAL MODEL TO BE BE DETERMINED AT TIME OF CONSTRUCTION TBD, TBD, TBD Lamp: TBD, TBD, 2700K, Beamspread: TBD	33

NOTES:
1. CONCEPTUAL LIGHTING LAYOUT. DETAILED LIGHTING CALCULATIONS, PHOTOMETRICS, AND FIXTURE SELECTIONS SHALL BE REQUIRED PRIOR TO TECHNICAL PLAN APPROVAL.

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SCALE

NORTH

VERT: N/A
HORZ: 1" = 50'

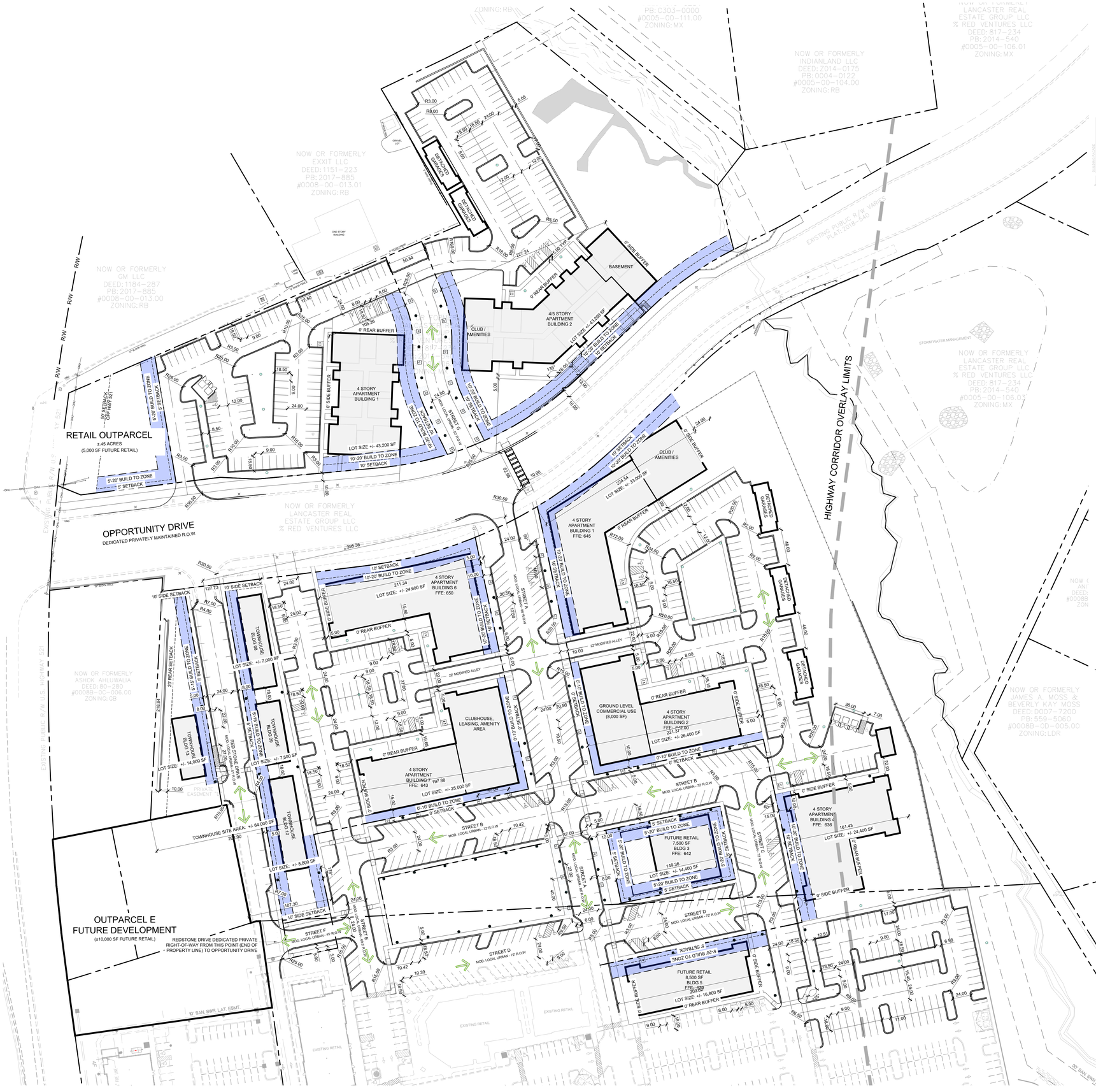
0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

MATERIALS PLAN

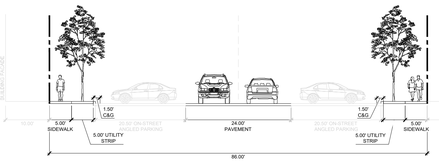
SHEET NUMBER

C2-02

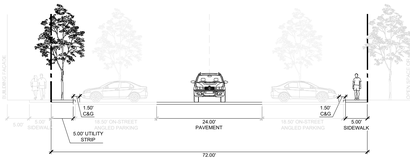


SITE LEGEND

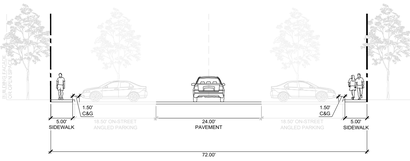
- BUILDING
- BUILD TO ZONE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- TRAFFIC CIRCULATION ARROW



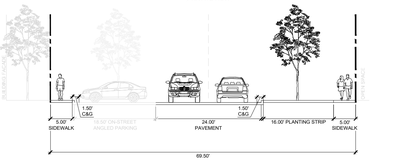
86' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



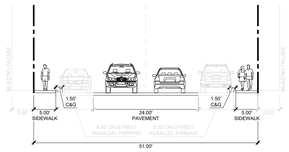
72' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



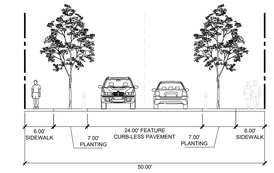
72' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



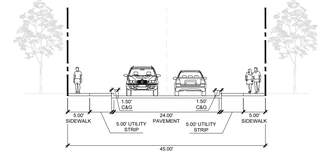
69.5' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



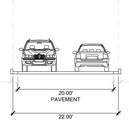
51' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



50' ROW - MODIFIED LOCAL STREET URBAN
(PRIVATE ROW)



45' ROW - MODIFIED LOCAL STREET (URBAN)
WITH ON STREET PARKING
(PRIVATE ROW)



22' MODIFIED ALLEY
(TWO WAY)

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KEY MAP

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KIMBERLY SEDDON	39263	6/24/22
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#
1021273

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HORZ: 1" = 50'
0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

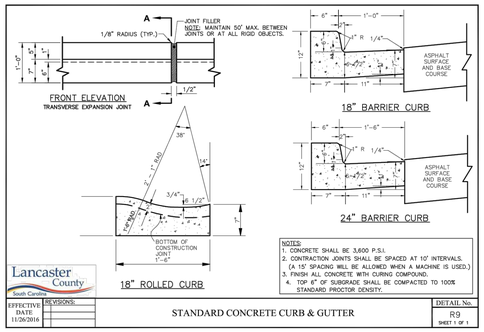
NORTH

SHEET TITLE

LAYOUT PLAN

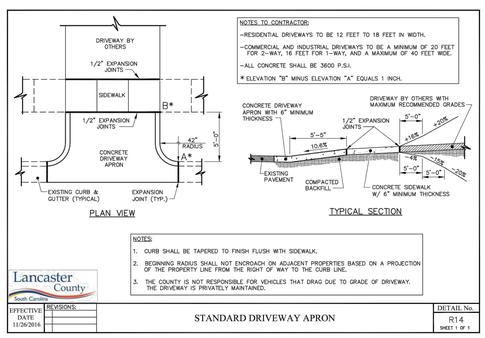
SHEET NUMBER
C2-03

6/17/2022 3:58 PM JESSICA ALIER I:\CHFILES\PROJECTS_2021\1021273\CAD\DOCUMENTATION\1021273_PLN_LYOT.DWG



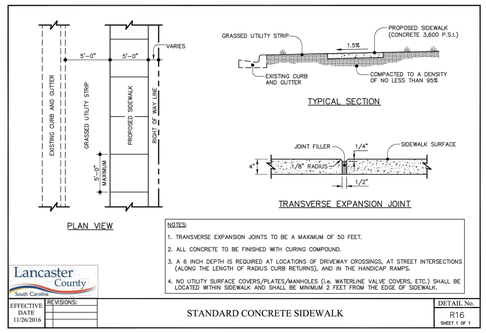
01 STANDARD CURB AND GUTTER

SECTION — 3/4" = 1'-0"



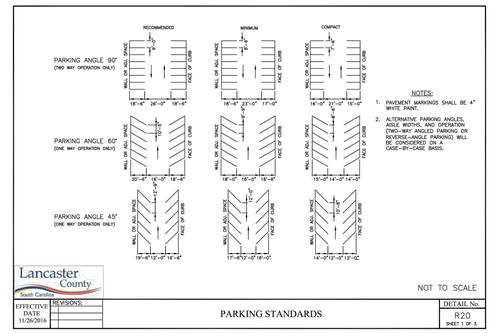
02 STANDARD DRIVEWAY APRON

PLAN/SECTION — NTS



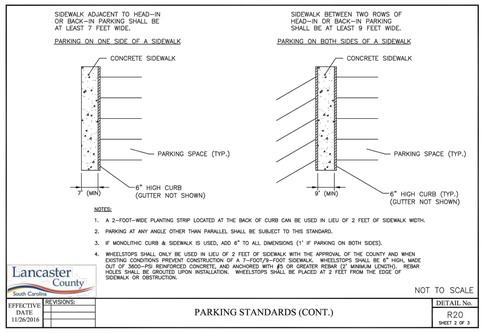
03 STANDARD CONCRETE SIDEWALK

PLAN/SECTION — NTS



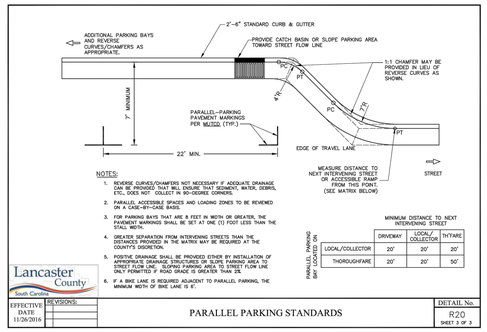
04 PARKING STANDARDS

PLAN — NTS



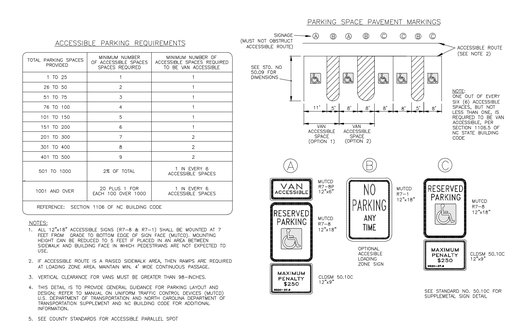
05 PARKING STANDARDS CONT

PLAN — NTS



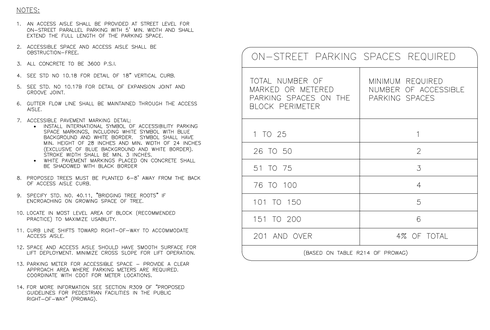
06 PARALLEL PARKING STANDARDS

PLAN — NTS



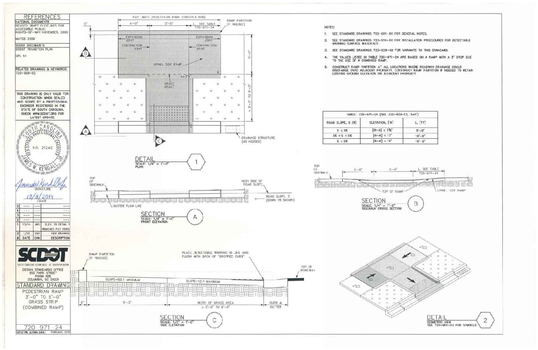
07 ACCESSIBLE PARKING & SIGNAGE STANDARDS

PLAN — NTS



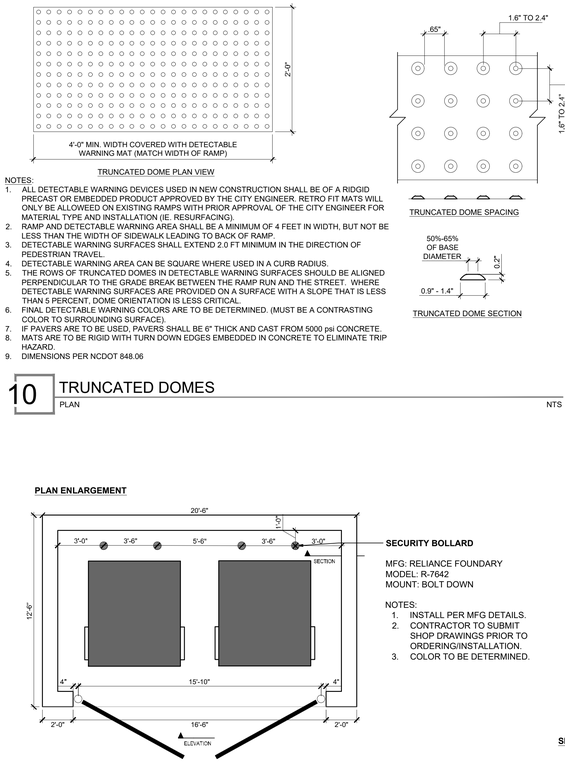
08 ACCESSIBLE 0N-STREET PARALLEL PARKING

PLAN — NTS



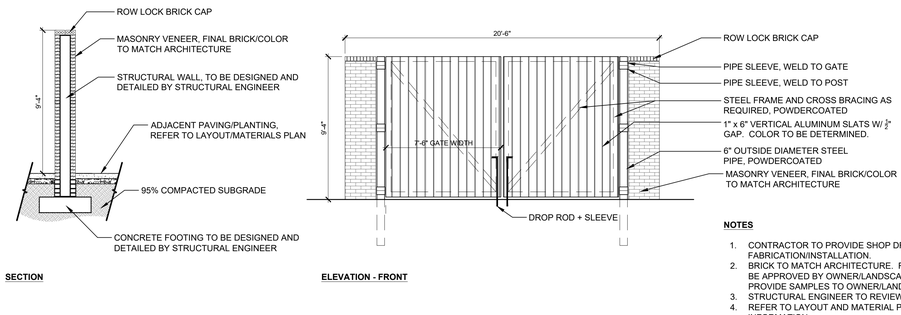
13 UNIT PAVERS ON TOPPING SLAB

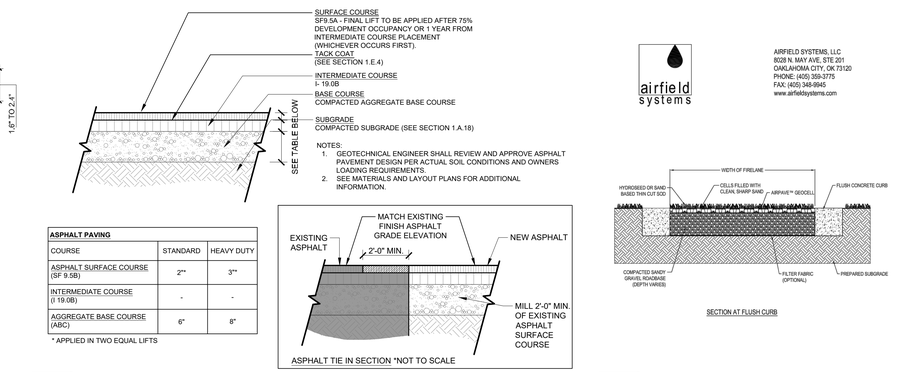
SECTION — 1 1/2" = 1'-0"



14 TRASH/DUMPSTER ENCLOSURE - DOUBLE

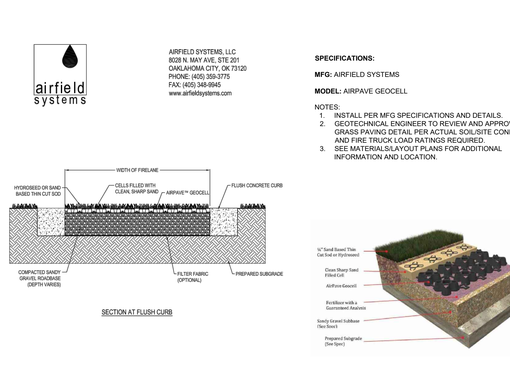
PLAN, SECTION + ELEVATION — 1/4" = 1'-0"





11 ASPHALT PAVEMENT (STANDARD + HD)

SECTION — 3/4" = 1'-0"



12 GRASS PAVE

SECTION/AXON — 1" = 1'-0"

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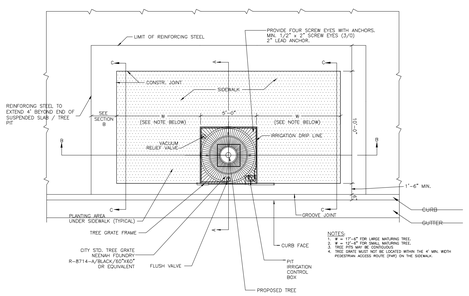
SHEET TITLE

SITE DETAILS

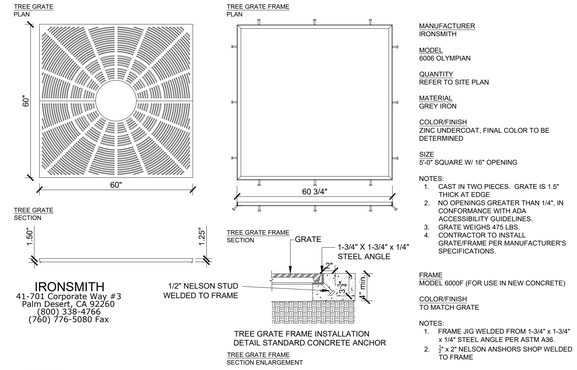
SHEET NUMBER

C2-04



01 TREE PIT WITH GRATE IN SIDEWALK

PLAN — NTS



IRONSMITH
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(800) 338-4766
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MANUFACTURER
IRONSMITH

MODEL
6006 OLYMPIAN

QUANTITY
REFER TO SITE PLAN

MATERIAL
GREY IRON

COLOR/FINISH
ZINC UNDERCOAT, FINAL COLOR TO BE DETERMINED

SIZE
5'-0" SQUARE W/ 16" OPENING

NOTES:
1. CAST IN TWO PIECES. GRATE IS 1.5" THICK AT EDGE
2. NO OPENINGS GREATER THAN 1/4", IN CONFORMANCE WITH ADA ACCESSIBILITY GUIDELINES.
3. GRATE WEIGHS 475 LBS.
4. CONTRACTOR TO INSTALL GRATE/FRAME PER MANUFACTURER'S SPECIFICATIONS.

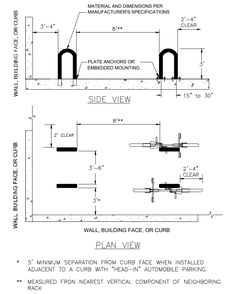
FRAME
MODEL 6000F (FOR USE IN NEW CONCRETE)

COLOR/FINISH
TO MATCH GRATE

NOTES:
1. FRAME JIG WELDED FROM 1-3/4" x 1-3/4" x 1/4" STEEL ANGLE PER ASTM A36.
2. 2" x 2" NELSON ANSHORS SHOP WELDED TO FRAME

02 TREE GRATE AND TREE GRATE FRAME

PLAN + SECTION — 1" = 1'-0"

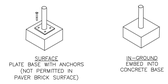


* 5' MINIMUM SEPARATION FROM CURB FACE WHEN INSTALLED ADJACENT TO A CURB WITH "HEAD-IN" AUTOMOBILE PARKING

** MEASURED FROM NEAREST VERTICAL COMPONENT OF NEIGHBORING RACK

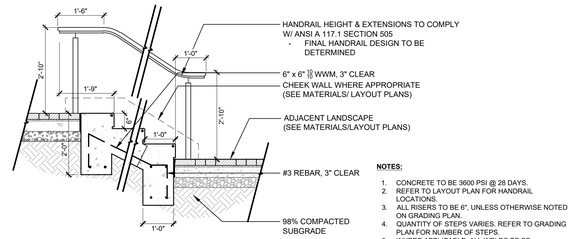
NOTES:
1. BIKE RACK GENERAL REQUIREMENTS:
   - SHOULD SUPPORT THE BICYCLE UPRIGHT WITHOUT PUTTING STRESS ON THE WHEELS
   - SHOULD ACCOMODATE A VARIETY OF BICYCLES AND ATTACHMENTS
   - SHOULD ALLOW LOCKING OF FRAME AND AT LEAST ONE WHEEL WITH U-LOCK
   - SHOULD PROVIDE SECURITY AND LONGEVITY FEATURES APPROPRIATE FOR THE INTENDED LOCATION
   - SHOULD BE INTUITIVE
2. BIKE RACK SHOULD BE INSTALLED PER MANUFACTURER'S RECOMMENDED INSTALLATION PROCEDURES.
3. ALTERNATIVE BIKE RACKS OR LOCKERS MAY BE USED BUT ARE SUBJECT TO APPROVAL OF THE CHARLOTTE DEPT. OF TRANSPORTATION.
4. ALL DIMENSIONS SHOWN ARE MINIMUM.
5. RACK MUST BE CANE DETECTABLE. RACK AND CLEARANCES SHOWN ARE TO BE OUTSIDE THE PEDESTRIAN ACCESSIBLE ROUTE.

TYPICAL MOUNT OPTIONS:



03 INVERTED "U" RACK FOR BICYCLE PARKING

PLAN + SECTION — NTS



NOTES:
1. CONCRETE TO BE 3600 PSI @ 28 DAYS.
2. REFER TO LAYOUT PLAN FOR HANDRAIL LOCATIONS.
3. ALL RISERS TO BE 6", UNLESS OTHERWISE NOTED ON GRADING PLAN.
4. QUANTITY OF STEPS VARIES. REFER TO GRADING PLAN FOR NUMBER OF STEPS.
5. WHERE APPLICABLE, ALL WELDS TO BE CONTINUOUS & GROUND SMOOTH.
6. STEEL TO BE PRIMED AND POWDER COATED UNLESS OTHERWISE SPECIFIED. FINAL COLOR TO BE SUBMITTED TO LANDSCAPE ARCHITECT FOR APPROVAL.
7. ALL METAL (STEEL OR ALUMINUM) TO BE CLOSED AND FINISHED.

04 CONCRETE STEPS W/ HANDRAIL

SECTION — NTS

(H) 2'-6" OR 3'-0" STANDARD CURB AND GUTTER, STD. PER 10.17A

(M) SAFETY RAIL, STD. 50.04A & 50.04B

(S) 4'-0" (MIN.) SIDEWALK, STD. 10.22

(H) 2'-0" VALLEY GUTTER, STD. 10.17B

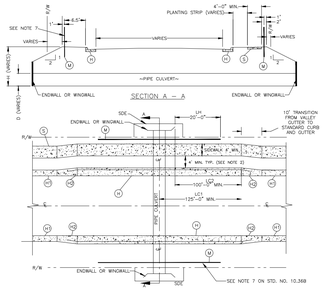
(H2) CURB TRANSITION STANDARD CURB AND GUTTER TO 2'-0" VALLEY GUTTER, STD. 10.19

LH = DISTANCE FROM END OF WINGWALL TO END OF SAFETY RAIL.

LC1 = DISTANCE FROM ℄ OF CULVERT TO END OF 2'-6" CURB AND GUTTER GUTTER.

LC2 = DISTANCE FROM END OF WINGWALL TO END OF 2'-6" CURB AND GUTTER.

NOTES:
1. SEE STD. NO. 10.36B FOR GENERAL NOTES AND CLEAR ZONE DISTANCES.
2. AN ALTERNATIVE FOR STREETS WITH WIDER PLANTING STRIPS AND SIDEWALKS IN LIEU OF PLANTING STRIPS AND SIDEWALKS ON CROSSING, PROVIDE A MINIMUM 8-FOOT WIDE SIDEWALK LOCATED AT THE BACK OF CURB, FOR LENGTH "LC1" ON EITHER SIDE OF THE CULVERT CENTERLINE.



05 CULVERT XING ON COMM. & RES. STREETS

PLAN/SECTION — NTS

GENERAL NOTES:
1. UNLESS OTHERWISE DETERMINED BY THE CITY ENGINEER, THE MEASURES ILLUSTRATED SHALL BE USED WHEN CULVERT DIAMETER, D, IS GREATER THAN OR EQUAL TO 24 INCHES AND THE DEPTH OF FLOW, d, IS GREATER THAN 6 INCHES, THE CULVERT INVERT AND THE TOP OF SLOPE, H, IS GREATER THAN OR EQUAL TO 5 FEET.
2. INSTALLATION OF 2'-6" CURB AND GUTTER MAY NOT BE REQUIRED WHEN AN ADEQUATE CLEAR ZONE IS PROVIDED FOR VEHICLES WITH A MAXIMUM OF 6:1 SLOPE (SEE TABLE 1).
3. INSTALLATION OF SAFETY RAIL MAY NOT BE REQUIRED WHEN A 10'-FOOT PEDESTRIAN CLEAR ZONE IS PROVIDED BEHIND THE SIDEWALK WITH A MAXIMUM OF 6:1 SLOPE. WHERE NO SIDEWALK IS REQUIRED, INSTALLATION OF SAFETY RAIL MAY NOT BE REQUIRED WHEN A 15-FOOT PEDESTRIAN CLEAR ZONE IS PROVIDED BEHIND THE CURB WITH A MAXIMUM OF 6:1 SLOPE.
4. FOR CULVERT CROSSINGS WITHOUT ENDWALLS, LH AND LC2 SHALL BE MEASURED FROM THE OUTSIDE OF THE NEAREST WALL OF THE CULVERT BARREL.
5. FOR MULTIPLE BARREL CULVERT CROSSINGS, LC1 SHALL BE MEASURED FROM THE CENTERLINES OF THE OUTBOARD CULVERT BARRELS.
6. WHEN NECESSARY, AS DETERMINED BY THE CITY ENGINEER, ADDITIONAL MEASURES MAY BE REQUIRED.
7. INSTALLATION OF SAFETY RAIL IS REQUIRED ON BOTH SIDES OF STREET IF SIDEWALK IS REQUIRED ON BOTH SIDES.
8. INSTALLATION OF SAFETY RAIL IS REQUIRED ON BOTH SIDES OF STREET IF NO SIDEWALK IS REQUIRED EXCEPT WHEN A 15-FOOT PEDESTRIAN CLEAR ZONE IS PROVIDED BEHIND THE CURB WITH A MAXIMUM OF 6:1 SLOPE.
9. INSTALLATION OF SAFETY RAIL IS REQUIRED ON THE SIDEWALK SIDE OF STREET IF SIDEWALK IS ONLY REQUIRED ON ONE SIDE OF STREET. INSTALL EITHER SAFTEY RAIL OR 15-FT CLEAR ZONE ON SIDE WITHOUT SIDEWALK.
10. DESIGN ADT IS CALCULATED ASSUMING A TRIP GENERATION OF 10 DAILY TRIPS PER SINGLE FAMILY DWELLING UNIT.

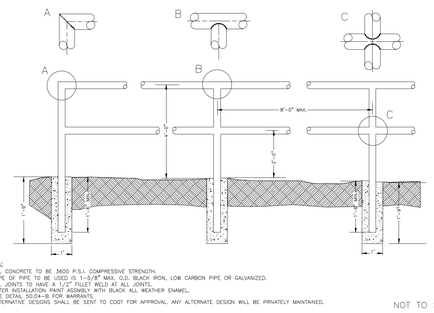
TABLE 1.
CLEAR ZONE DISTANCES
LOCAL, COLLECTOR, AND COMMERCIAL STREETS

DESIGN ADT	CLEAR ZONE FROM EDGE OF PAVEMENT	
	TANGENT SECTION	CURVE (WITHIN 125' OF CULVERT)
UNDER 750	10'	15'
750 – 1500	12'	18'
1501 – 6000	14'	21'
OVER 6000	16'	24'

SEE STD. NO. 10.36A FOR PLAN AND CROSS SECTIONAL SCHEMATICS.

06 CULVERT XING ON COMM. & RES. STREETS

NOTES — NTS



NOTES:
1. ALL CONCRETE TO BE 3600 P.S.I. COMPRESSIVE STRENGTH.
2. TYPE OF PIPE TO BE USED IS 1-5/8" MAX. O.D. BLACK IRON, LOW CARBON PIPE OR GALVANIZED.
3. ALL JOINTS TO HAVE A 1/2" FILLET WELD AT ALL JOINTS.
4. AFTER INSTALLATION PAINT ASSEMBLY WITH BLACK ALL WEATHER ENAMEL.
5. SEE DETAIL 50.04-B FOR WARRANTS.
6. ALTERNATIVE DESIGNS SHALL BE SENT TO CDOT FOR APPROVAL. ANY ALTERNATE DESIGN WILL BE PRIVATELY MAINTAINED.

NOT TO SCALE

07 SAFETY RAIL

SECTION — NTS

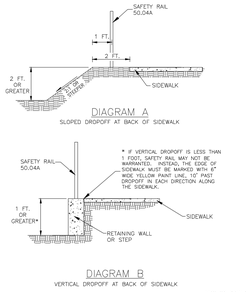
WARRANTS

STANDARD SAFETY RAIL (STD. #50.04A) SHALL BE INSTALLED UNDER ANY OF THE FOLLOWING CIRCUMSTANCES IN BOTH NEW CONSTRUCTION AND IN RETROFITTING OR RECONSTRUCTION OF EXISTING ROADWAYS OR SITES:

1. WHEN THE CULVERT CROSSING DETAIL (STD. #10.36A–B) APPLIES.
2. IF THERE IS A TWO FOOT OR GREATER DROPOFF WITHIN 2 FEET OF THE EDGE OF THE SIDEWALK (SEE DIAGRAM A).
3. IF THERE IS A 1–FOOT OR LARGER DROPOFF DIRECTLY ADJACENT TO THE SIDEWALK EDGE (SEE DIAGRAM B).
4. AT THE TOP OF ANY DROPOFF WITHIN THE PEDESTRIAN CLEAR ZONE OR WHERE PEDESTRIANS CAN REASONABLY BE EXPECTED IN THE VICINITY.
5. AT THE DIRECTION OF CDOT OR ENGINEERING & PROPERTY MANAGEMENT STAFF BASED ON FIELD CONDITIONS.

DEFINITIONS

- DROPOFF — A SLOPE OF 2:1 OR STEEPER. EXAMPLES INCLUDE HEADWALLS, RETAINING WALLS, AND CULVERTS.
- PEDESTRIAN CLEAR ZONE — 10 FEET OF ANY COMBINATION OF SIDEWALK, SLOPE, AND SHOULDER SLOPED AT 6:1 OR FLATTER. SIDEWALK DOES NOT NEED TO BE PRESENT.
- SIDEWALK — FOR PURPOSES OF THIS STANDARD, THE TERM "SIDEWALK" IS USED GENERICALLY AND SHALL MEAN ANY PATH OR SURFACE TO BE USED FOR BICYCLE AND/OR PEDESTRIAN TRANSPORTATION. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO, SIDEWALKS, BIKE PATHS, SHARED–USE PATHS, PEDESTRIAN PATHS, AND GREENWAYS.



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08 SAFETY RAIL WARRANTS

SECTION/NOTES — NTS

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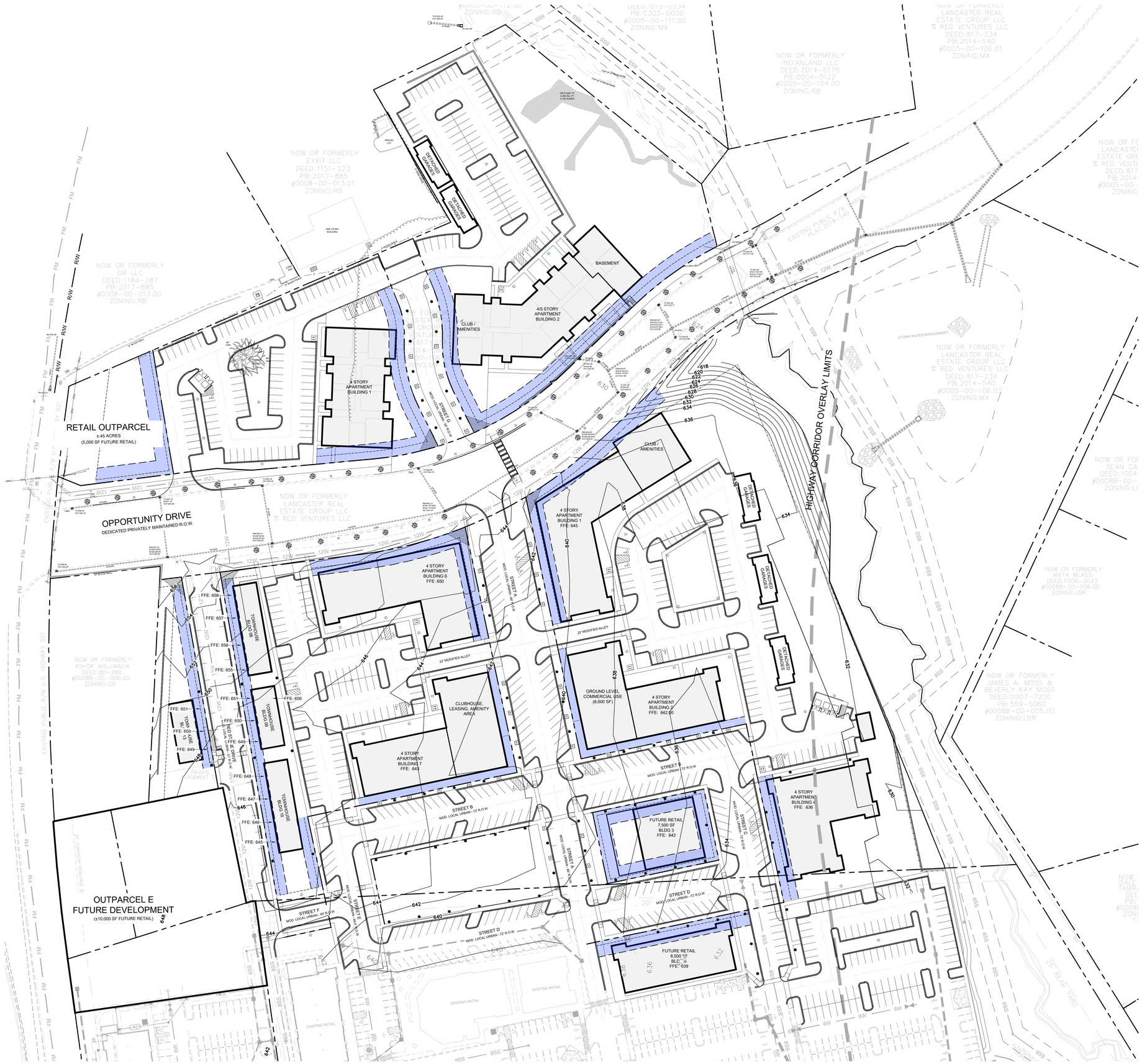

STORMWATER PONDS IN DRAINAGE BASIN SHALL BE EVALUATED AND ANALYZED DURING TECHNICAL CIVIL REVIEW TO ASSIST THE COUNTY WITH CULVERT SIZING ACROSS BLACK HORSE RUN ROAD. AS DISCUSSED BETWEEN THE COUNTY, LANDDESIGN, AND MPV ON MAY 26, 2022. THE APPLICANT SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION OF THE CULVERTS, ONLY THE ANALYSIS.

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SHEET TITLE

GRADING PLAN

SHEET NUMBER

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KEY MAP

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KIMBERLY SEDDON 39263 6/24/22
ENGINEER REG. # DATE

NOT FOR CONSTRUCTION

PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

2400 SOUTH BLVD, SUITE 300

CHARLOTTE, NC 28203

LANDDESIGN PROJ.#

1021273

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	COUNTY RESUBMITTAL	04.29.2022
2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022
	*****	

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE

NORTH

VERT: N/A
HORZ: 1" = 40'
0 20 40 80
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

OVERALL UTILITY PLAN

SHEET NUMBER

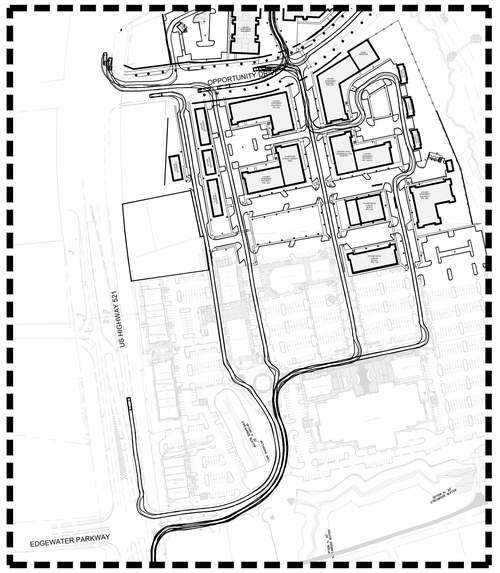
C7-00

GENERAL NOTES

1. MULTIFAMILY BUILDINGS SHALL HAVE AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEMS.
2. TOWNHOMES SHALL HAVE FIRE SEPARATION AND/OR PROTECTION AT COMMON WALLS.
3. RETAIL BUILDINGS SHALL HAVE AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEMS.
4. FIRE APPARATUS ROADS AND TURNAROUNDS SHALL HAVE "NO PARKING FIRE LANE" SIGNS INSTALLED.
5. ALL FDCS SHALL BE WITHIN 100' DRIVING DISTANCE OF A FIRE HYDRANT ASSEMBLY.

LEGEND

- FIRE HYDRANT RADIUS (100')
- HOSE PULL LENGTH
  - MAX LENGTH FOR UNSPRINKLERED BUILDINGS = 150'
  - MAX LENGTH FOR SPRINKLERED BUILDNGS = 200'
- BUILDING
- 8W — PROPOSED WATER LINE (SIZE AS NOTED)
- EXISTING WATER LINE (SIZE AS NOTED)



DETAIL A
NOT TO SCALE

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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

VERT: N/A
HORZ: 1" = 50'

0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

NORTH

SHEET TITLE

FIRE PROTECTION PLAN

SHEET NUMBER

C7-50

SITE LEGEND

- BUILDING
- CORRIDOR FRONTAGE BUFFER
- TYPE A BUFFER YARD
- PROPERTY LINE

REQUIRED PLANTING

SECTION 7.1.4.D, 4.3.2.J.6: PARKING INTERIOR LANDSCAPE
ONE CANOPY TREE PER 10 PARKING SPACES, ALL TREES SHALL BE IN PLANTING AREAS WITH A MIN. AREA OF 180 SQ FT (200 SQ FT IN HIGHWAY OVERLAY DISTRICT)

SECTION 4.3.2.J.6: PERIMETER PARKING AREA
CONTINUOUS EVERGREEN SHRUB SCREEN REQUIRED WITHIN PERIMETER LANDSCAPE STRIP, SHRUBS SHALL BE MIN. 36" HEIGHT AND 24" SPREAD AT PLANTING; ONE CANOPY TREE 40' O.C. WITH MIN. 2.5" CAL

MA

SECTION 7.1.3: STREET TREE REQUIREMENTS
MX DISTRICT
- RATE: 1 CANOPY TREE FOR EVERY 50 FEET OF STREET FRONTAGE
- SPACING: MAXIMUM OF 50 FEET ON-CENTER
- LOCATION: IN PLANTING STRIP (5-FOOT MINIMUM WIDTH) OR TREE WELL (25-SQUARE-FOOT MINIMUM AREA)

MX DISTRICT (ON-STREET PARKING)
- RATE: 1 CANOPY TREE FOR EVERY 40 FEET OF STREET FRONTAGE
- SPACING: MAXIMUM OF 50 FEET ON-CENTER
- LOCATION: TREE WELL (25-SQUARE-FOOT MINIMUM AREA)

BUFFER LANDSCAPE AREAS

TYPE A BUFFER YARD, OPTION 2
MIN. 10' WIDTH
2 CANOPY TREES
2 UNDERSTORY TREES
12 EVERGREEN SHRUBS

HIGHWAY CORRIDOR FRONTAGE BUFFER
25' LANDSCAPE BUFFER
- 3 CANOPY TREES PER 100' OF CORRIDOR FRONTAGE
- WHERE OVERHEAD UTILITY LINES EXIST, 5 UNDERSTORY TREES SHALL BE PLANTED PER 100' OF CORRIDOR FRONTAGE
- LANDSCAPE SHALL CONSIST OF COMBINATION OF SHRUBS, TURF GRASS, OR OTHER GROUND COVER

ADDITIONAL NOTES:
ALL TREES WILL BE PLANTED IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI, 1990, PART I)

ALL TREES ARE TO BE NURSERY GROWN, BURLAP AND BALL (B&B) PREFERRED.

PLANTING SHALL MEET STANDARD PLANTING DETAILS.

EACH TREE SHALL BE ADEQUATELY WATERED AND MULCHED. STAKING AND GUYING ARE OPTIONAL. TRUNK WRAP CAN BE USED BUT IS NOT ENCOURAGED. NO EXPOSED WIRES SHALL DIRECTLY TOUCH TREE TRUNK OR BRANCHES.

THE MAINTENANCE OF REQUIRED BUFFERYARDS WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. ALL SUCH YARDS WILL BE PROPERLY MAINTAINED SO AS TO ASSURE CONTINUED BUFFERING. DEAD TREES WILL BE REMOVED; DEBRIS AND LITTER WILL BE CLEANED; AND FENCES WILL BE MAINTAINED AT ALL TIMES. FAILURE TO DO SO IS A VIOLATION OF THIS CHAPTER AND MAY BE REMEDIED BY THE ZONING ADMINISTRATOR IN THE MANNER PRESCRIBED FOR OTHER VIOLATIONS.

PROPERTY OWNERS SHALL FOLLOW A ROUTINE SCHEDULE OF WATERING, FERTILIZATION, PEST CONTROL AND PRUNING PERIODICALLY AFTER THE DATE OF ORIGINAL APPROVAL OF THE DEVELOPMENT, THE SITE SHALL BE RE-INSPECTED FOR CONTINUED COMPLIANCE WITH THE ORIGINAL REQUIREMENTS OF THIS CHAPTER. TREES WHICH ARE DETERMINED TO BE DEAD, DISEASED, DAMAGED OR MALNOURISHED SHALL BE CORRECTED.

TREES THAT DIE AS A RESULT OF THE CONTRACTOR'S NEGLIGENCE TO THESE SPECIFICATIONS SHALL BE REMOVED AND REPLACED BY THE OWNER WITH A NEW TREE PLANTED PER MITIGATION TREE CHART IN THE TREE ORDINANCE GUIDELINES AND AS DIRECTED BY THE APPROPRIATE AUTHORITY.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. HT.	REMARKS
	ETR	35	Existing Tree to Remain		B&B		
	QOU NUT	37	Quercus nuttallii	Nuttall Oak	B&B		2.5" Cal., 12'-14' Ht., 6' Clear Trunk, Strong Central Leader
	QUE PHE	121	Quercus phellos	Willow Oak	B&B		2.5" Cal., 12'-14' Ht., 6' Clear Trunk, Strong Central Leader
	QUE SHU	27	Quercus shumardii	Shumard Red Oak	B&B		2.5" Cal., 10'-12' Ht., 6' Clear Trunk, Strong Central Leader
	QUE VIR	4	Quercus virginiana	Live Oak	B&B		2.5" Cal., 12'-14' Ht., 6' Clear Trunk, Strong Central Leader
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. HT.	REMARKS
	ILE BUR	316	Ilex cornuta 'Burfordii Nana'	Dwarf Burford Holly	5 gal	5'	18"-24"ht. x 15"-18" sprd.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	MIN. CONT.	MIN. HT.	REMARKS
	BUF	10,141 sf	Buffer Planting		-		

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KIMBERLY SEDDON 39263 6/23/22
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PROJECT

RED STONE PHASE II

MPV PROPERTIES, LLC

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CHARLOTTE, NC 28203

LANDDESIGN PROJ.# 1021273

REVISION / ISSUANCE

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2	COUNTY RESUBMITTAL	06.28.2022
3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY: JAUG
DRAWN BY: JAUG
CHECKED BY: DW

SCALE NORTH

VERT: N/A
HORZ: 1"=50'

0 25 50 100
ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

REQUIRED PLANTING PLAN

SHEET NUMBER

C8-00

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DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - GENERAL BUILDING

SHEET NUMBER

C9-00

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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - RETAIL BUILDING

SHEET NUMBER

C9-01

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ENGINEER	REG. #	DATE

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PROJECT

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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - MULTIFAMILY APARTMENT

SHEET NUMBER

C9-02

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3	COUNTY RESUBMITTAL	08.17.2022

DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - MULITFAMILY APARTMENT

SHEET NUMBER

C9-03

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DESIGNED BY:
DRAWN BY:
CHECKED BY:

SCALE NORTH

VERT: N/A
HORZ: N/A

ORIGINAL SHEET SIZE: 30" X 42"

SHEET TITLE

ARCHITECTURAL ELEVATION - TOWNHOME UNITS

SHEET NUMBER

C9-04

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1813 / Planning Case Number: RZ-2021-2803
Contact Person / Sponsor: Robert Tefft / Planning
Department: Attorney
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by Two Capital Partners to rezone 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) from Neighborhood Business (NB) and General Business (GB) to Regional Business (RB) district, to facilitate a development with mixed commercial and multi-family residential uses. Accompanied by Development Agreement.

Points to Consider:
The proposed rezoning is to support development of a mixed area project that includes 238 multifamily units and two commercial outparcels. The Council will need to consider whether or not it wishes to approve a rezoning to the RB District to support this project.

Funding and Liability Factors:
Not applicable.

Council Options:
To approve or disapprove the proposed rezoning.

Recommendation:
The Planning Commission considered this item at its June 21, 2022 meeting and recommended **conditional approval** by a vote of 3 to 2. The condition of approval was that a right turn lane be provided on US 521 at the site entrance presumably as part of the Development Agreement approval. This is in addition to the improvements identified in the Traffic Impact Analysis that did not identify the need for the turn lane.

Discussion amongst the Commissioners included concerns about traffic generation, interior vehicle circulation and parking, connectivity to adjacent parcels, sidewalks to US 521, the need for additional road improvements, and proximity to the industrial businesses on Northfield Drive.

Staff also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1813	9/1/2022	Ordinance
Rezoning Staff Report	7/1/2022	Backup Material
Application	5/10/2022	Exhibit
Property Owner Certifications-Sisbro	6/14/2022	Exhibit
Property Owner Certifications-Howie	6/14/2022	Exhibit
Zoning Map	5/10/2022	Exhibit
TIA Review Memo	6/14/2022	Exhibit
Notice of Public Hearing for Ordinance 2022-1813 (Planning Department		

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022- 1813

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE FIVE (5) PARCELS COMPRISING APPROXIMATELY 50.77 ACRES LOCATED AT AND ADJACENT TO 9224 TADLOCK DRIVE (TM#S 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) FROM NEIGHBORHOOD BUSINESS (NB) DISTRICT AND GENERAL BUSINESS (GB) DISTRICT TO REGIONAL BUSINESS (RB) DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Two Capital Partners, applied to rezone Five (5) parcels of property (TM#S 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) owned by Sisbro, LLC; The Howie Family Trust; Joseph E. Howie, Amy D. Howie; and Howard James Howie, Dianna B. Howie, totaling 50.77 acres, more or less, located at and adjacent to 9224 Tadlock Drive, from Neighborhood Business (NB) District and General Business (GB) District to Regional Business (RB) District.

(b) On June 21, 2022, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 3-2 vote, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Neighborhood Mixed Use, which corresponds to the Walkable Neighborhood Community Type, which the Comprehensive Plan describes as follows: The Community Type "Walkable Neighborhood" 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 proposed RB District is compatible with the comprehensive plan and with surrounding zoning designations.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Neighborhood Business (NB) District and General Business (GB) District to Regional Business (RB) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map Nos. (0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03)

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Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: August 8, 2022
Second Reading: September 12, 2022
Public Hearing: September 12, 2022
Third Reading: September 26, 2022

Approved as to form:

_____
John DuBose, County Attorney

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PROPOSAL: Request to rezone five parcels of land comprising approximately 50.77 acres from Neighborhood Business (NB) District and General Business (GB) District to Regional Business (RB) District, as well as an associated Development Agreement.

PROPERTY LOCATION: 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03)

CURRENT ZONING: Neighborhood Business (NB), and General Business (GB) Districts

PROPOSED ZONING: Regional Business (RB) District

PROPERTY OWNERS: Sisbro, LLC; The Howie Family Trust; Joseph E. Howie, Amy D. Howie; and Howard James Howie, Dianna B. Howie

APPLICANT: Wes Taubel, Two Capitol Partners

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone five parcels totaling approximately 50.77-acres on the west side of Charlotte Highway from the Neighborhood Business (NB) and General Business (GB) Districts to the Regional Business (RB) District. Pursuant to the sketch plan submitted along with the application, this rezoning is intended to facilitate the development of a mixed area project consisting of two commercial outparcels along Charlotte Highway, and a 238-unit multifamily apartment development located toward the interior of the site.

Summary of Adjacent Zoning and Uses

The subject parcels are surrounded by residential, commercial, and industrially zoned parcels. To the north is Light Industrial with Institutional (INS), Neighborhood Business (NB), and Urban Residential (UR) further beyond. To the south is Low Density Residential (LDR) with INS further beyond. To the east is GB with RB across Charlotte Highway. To the west is LDR.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LI	Northfield Drive Industrial Park
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	GB, RB	Vacant; Crossridge
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

Pursuant to Unified Development Ordinance (UDO) Section 2.3, the current NB District *"is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods."* Additionally, that same Section notes that the current GB District *"is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development."*

Pursuant to UDO Section 2.3, the requested RB District *"is generally located on the major thoroughfares in the community and provides opportunities for the provision of offices, services, and retail goods to meet the surrounding region. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns."*

Compatibility with Surrounding Area

In this area the west side of Charlotte Highway is predominantly residential in character, but with smaller commercial parcels fronting the corridor. The east side, however, is comprised of larger commercial developments and parcels that have been approved for large mixed-use development. The proposed rezoning and development agreement would facilitate development that is consistent with this established land use pattern.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

Pursuant to the adopted Comprehensive Plan, the Future Land Use Category of the subject parcel is Neighborhood Mixed Use, which corresponds to the Walkable Neighborhood Community Type, which the Comprehensive Plan describes as follows:

> *The Community Type "Walkable Neighborhood" 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 Community Type which are depicted in the table below.

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

The development proposal that would be facilitated by this rezoning application and associated Development Agreement will result in a project that is consistent with the adopted Comprehensive Plan.

INFRASTRUCTURE CONSIDERATIONS

Transportation

The applicant hired Kimley-Horn and Associates, Inc., to conduct a Traffic Impact Analysis (TIA) to review vehicular traffic impacts as a result of the proposed development, and to identify transportation improvements that may be required to accommodate these impacts. The following intersections were studied, and improvements recommended as developer mitigation:

Intersection Studied	Developer Mitigation
US 521 and Sandal Brook Road/Corporate Center Way	▪ None.
US 521 and Northfield Drive	▪ None.
US 521 and Crossridge Boulevard/Access 1	▪ Construction of the eastbound approach of Access 1 to include a single ingress lane, two egress lanes with a shared left/through turn lane and exclusive right-turn lane with 100 feet of storage, and a 100-foot internal protected stem (IPS) with stop control. ▪ Construction of a northbound left-turn lane along US 521 with 150 feet of storage.
US 521 and Dobys Bridge Road/Worldreach Drive	▪ None.
US 521 and River Road/Collins Road	▪ None.
US 521 and Access 2	▪ Construction of the eastbound approach of Access 2 to include a single ingress lane, a single right-out egress lane, and a 60-foot IPS with stop control. ▪ Removal of the existing median cut along US 521 at Access 2.

The TIA has been reviewed by one of the County's consulting traffic engineer (CAMPCO, memo attached) and has been approved with the recommendation of increasing the Internal Protected Stem at Access 1 and 2 to be to a minimum of 150-ft to account for future commercial outparcels. The study will need to be updated upon identification of future outparcel tenants.

SCDOT has also reviewed the TIA and will not permit the two proposed access points. Resolving this issue is also a recommended condition for the Development Agreement approval.

Public Utilities

The Lancaster County Water and Sewer District (LCWSD) has provided the following comment with regard to this proposed rezoning:

Water and Sewer

- *Sewer improvements, including a lift station will be needed to serve this site with sewer.*
- *LCWSD has an existing 24" and 18" forcemain that will need to be connected to the proposed forcemain needed for this site.*

Natural Gas

- The Lancaster County Natural Gas Authority maintain an active 25-ft easement containing a high-pressure natural gas line between the subject property and the Northfield Drive Industrial Center. They have asked the applicant to provide an additional 25-ft wide area that would be free of building improvements to help improve safety and access. The applicant is adapting their plans to accommodate the additional area.

  Providing the additional 25-ft separation area has been made a recommended condition of approval of the Development Agreement.

Public Schools

The Lancaster County School District (LCSD) has not provided comments for this development proposal.

PHOTOS OF PROJECT AREA:

Looking South Along US 521

Looking North Along US 521

Subject Property Location Map

STAFF RECOMMENDATION:

REZONING

Staff recommends **approval** of the request to rezone five parcels of land comprising approximately 50.77 acres from Neighborhood Business (NB) District and General Business (GB) District to Regional Business (RB) District, pursuant to the following findings of fact:

1. That the subject parcels consist of approximately 50.77 acres of land generally located at or adjacent to 9224 Tadlock Drive;
2. That the subject parcels consist of TM# 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03;
3. That the subject parcels have a Future Land Use Category of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood;
4. That the subject parcels are currently zoned either NB or GB District; and

5. That the subject parcels are all proposed to be rezoned RB District, which is compatible with the existing Neighborhood Mixed Use Future Land Use Category.

ATTACHMENTS:

1. Rezoning Applications
2. Location Map/ Zoning Map
3. TIA Memo

STAFF CONTACT:

Rox Burhans, Development Services Director
rburhans@lancastersc.net | 803-416-9422

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 Tadlock Drive & Charlotte Highway

City Indian Land State SC Zip 29707 Tax Parcel ID See Attached List

Current Zoning NB & GB Current Use Mix Commercial, Residential & Vacant

Proposed Zoning RB Total Acres _____

Project Description Rezone 5 Parcels to Provide for Mix of Commercial and Multi-Family Development Opportunities

Surrounding Property Description Site is surrounded by industrial uses to the north and mix of commercial and residential to the south. Future non-residential/commercial exists opposite side Charlotte Highway.

CONTACT INFORMATION

Applicant Name Two Capital Partners

Address One Buckhead Plaza, 3060 Peachtree Road NW, Suite 960

City Atlanta State GA Zip 30305 Phone 404-926-1538

Fax N/A Email wtaubel@twocapitalpartners.com

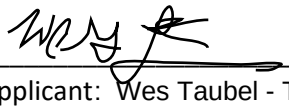
Property Owner Name Various - See Attached List

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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



Applicant: Wes Taubel - Two Capital Partners — Date: 01/17/21

(See Attached Notarized Forms) — 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.

PARCEL & PROPERTY OWNER LIST

PID: 0010-00-051.00
Ex. Zoning: NB
SISBRO LLC
9224 Tadlock Drive
Indian Land, SC 29707
P:
E:

PID: 0010-00-052.00
Ex. Zoning: GB
THE HOWIE FAMILY TRUST
172 Greenshore Way
Indian Land, SC 29707
P:
E:

PID: 0010-00-052.01
Ex. Zoning: GB
JOSEPH E. HOWIE, TRUSTEE
AMY D. HOWIE, TRUSTEE
8565 Charlotte Highway
Indian Land, SC 29707
P:
E:

PID: 0010-00-052.02
Ex. Zoning: GB
HOWARD JAMES HOWIE, TRUSTEE
DIANNA B. HOWIE, TRUSTEE
6149 E. Menlo Lane
Inverness, FL 34452
P:
E:

PID: 0010-00-052.03
Ex. Zoning: GB
HOWARD JAMES HOWIE, TRUSTEE
DIANNA B. HOWIE, TRUSTEE
6149 E. Menlo Lane
Inverness, FL 34452
P:
E:

9224 TADLOCK DR - INDIAN LAND, SC

SKETCH PLAN REVIEW

NOVEMBER 19, 2021

PREPARED FOR:

TWO CAPITAL PARTNERS

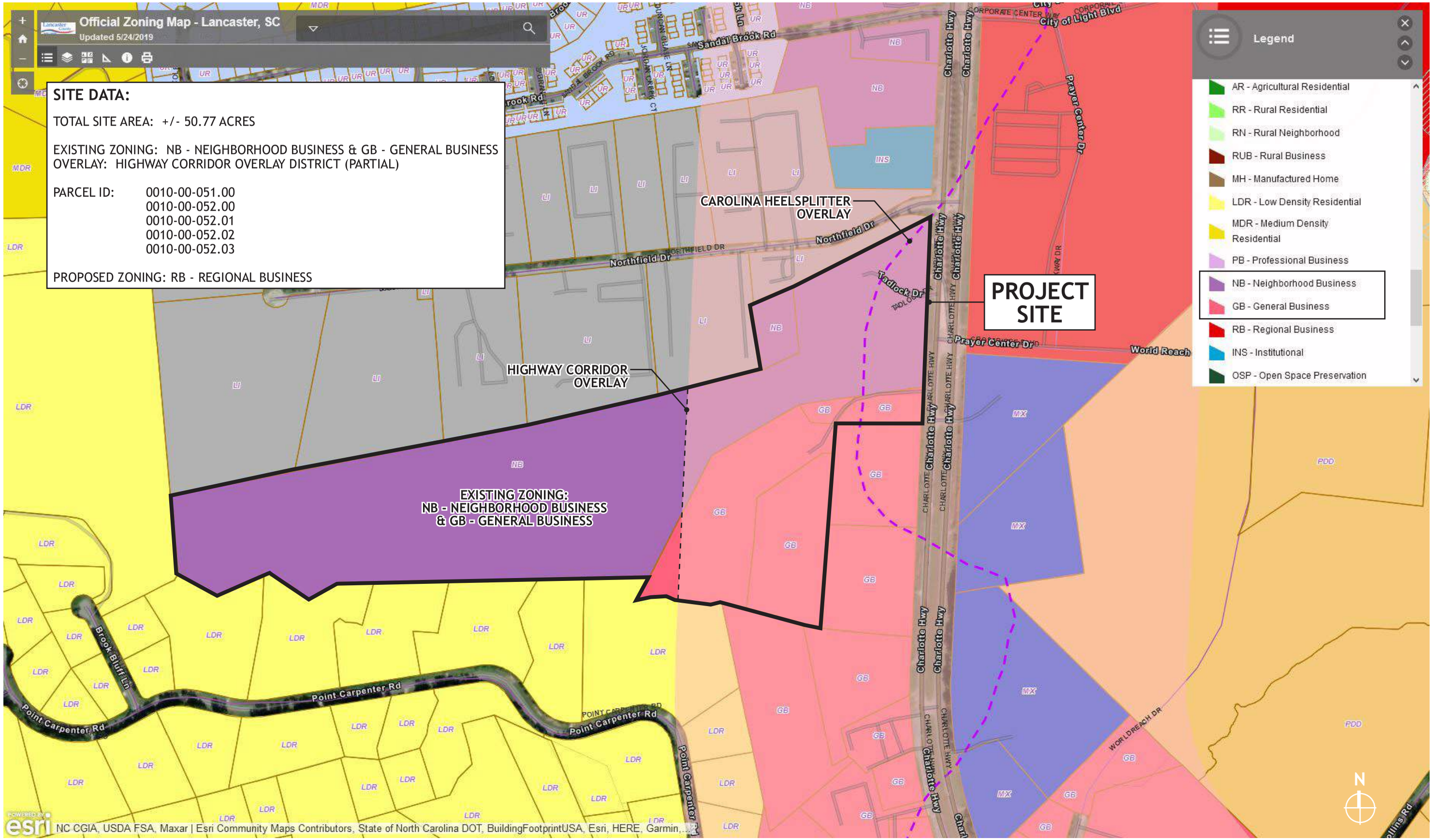
NILES BOLTON ASSOCIATES

Location Map

9224 Tadlock Dr - Indian Land, SC

Zoning Map

9224 Tadlock Dr - Indian Land, SC



Existing Conditions

9224 Tadlock Dr - Indian Land, SC

Conceptual Site Plan

9224 Tadlock Dr - Indian Land, SC

ZONING NOTES:

EXISTING ZONING: NB - NEIGHBORHOOD BUSINESS & GB - GENERAL BUSINESS
PROPOSED ZONING: RB - REGIONAL BUSINESS
OVERLAY: HIGHWAY CORRIDOR OVERLAY DISTRICT (PARTIAL)
CAROLINA HEEL SPLITTER OVERLAY (PARTIAL)

DISTRICT DEVELOPMENT STANDARDS:
MAX DENSITY: 8 UNITS PER ACRE
FRONT SETBACK: 50' (HIGHWAY CORRIDOR OVERLAY - CAN BE REDUCED TO 25')
STREET SIDE/SECONDARY FRONT SETBACK: 15'
SIDE SETBACK: 15'
REAR SETBACK: 15'
MAX BLDG HT: 50'

BUFFER YARD TYPES:
RB ZONE ADJACENT TO LI ZONE - NO BUFFER REQ
RB ZONE ADJACENT TO LDR ZONE - TYPE C BUFFER REQ (40')
RB ZONE ADJACENT TO GB ZONE - TYPE A OR B REQ (10' OR 20')

ALLEY ACCESS RESIDENTIAL LOTS: WITH PROVISION OF ALLEY ACCESS, RESIDENTIAL LOTS MAY FRONT UPON A PUBLIC OPEN SPACE, BUT ACCESS SHALL BE OF SUFFICIENT DESIGN TO ALLOW FOR THE PROVISION OF EMERGENCY SERVICES.

ASSUMED RIGHT-OF-WAY: WHERE NO RIGHT-OF-WAY EXISTS, IF THE RIGHT-OF-WAY IS ONLY INCLUSIIVE OF THE STREET PAVEMENT, THE THE FRONT SETBACK SHALL BE MEASURED FROM AN ASSUMED RIGHT-OF-WAY LINE THAT IS PARALLEL TO THE EDGE OF THE PAVEMENT AND SETBACK A MINIMUM OF 10 FEET. THIS CALCULATION IS FOR SETBACK PURPOSES ONLY AND DOES NOT REPRESENT ANY EXPRESSED OR IMPLIED TAKING OF PROPERTY.

CONCEPTUAL DEVELOPMENT SUMMARY:

TOTAL SITE AREA: +/- 50.77 ACRES

TOTAL ACREAGE TO BE REZONED: +/- 41.00 ACRES
TOTAL ACREAGE TO REMAIN COMMERCIAL ZONING: +/- 9.77 ACRES

TOTAL COMMERCIAL OUTPARCELS: +/- 7.22 ACRES

TOTAL DWELLING-MULTIFAMILY: 238 UNITS (5.80 UNITS PER ACRE)
(90) 24' UNITS + (148) 20' UNITS
- 41 BLDGS AT 3 ST

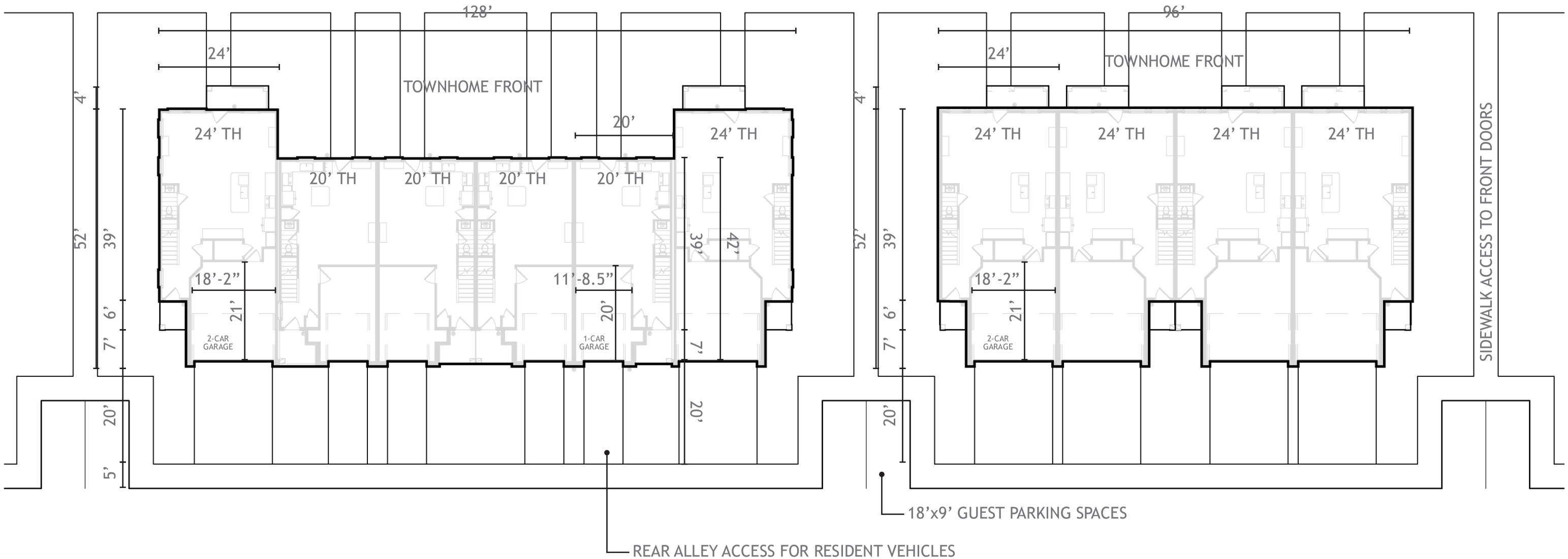
PARKING: 2 SPACES/UNIT

CLUBHOUSE & AMENITIES: +/- 7,500 SF

TOPO IS FROM GIS - LOCATION APPROXIMATE

Townhome Building Dimensions

9224 Tadlock Dr - Indian Land, SC



6 UNIT TOWNHOME BUILDING
(2) 24’ TH + (4) 20’ TH
1” = 20’

2 UNIT TOWNHOME BUILDING
(4) 24’ TH
1” = 20’

PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA

I (We) hereby certify that I have read the submitted Zoning Map Amendment Application and the information supplied herein is true and correct to the beast of my knowledge. I (We) agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I (We) further certify that I (we) are the property owner(s), or his/her authorized agent, of the subject property. I (we) understand that falsifying any information may result in rejection or denial of this request.

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 0010-00-051.00

Signed this 24th day of January, 2022.

SISBRO, LLC

Notarial Certification

State of South Carolina
County of York

The foregoing instrument was acknowledged before me this 24th of January, 2022, by Rekha Singh (name of person acknowledged).

STEPHANIE C. MCLAWHORN NOTARY PUBLIC SOUTH CAROLINA

(Seal)

Signature of Notary Public

My Commission Expires: February 24, 2026

PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA

I (We) hereby certify that I have read the submitted Zoning Map Amendment Application and the information supplied herein is true and correct to the beast of my knowledge. I (We) agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I (We) further certify that I (we) are the property owner(s), or his/her authorized agent, of the subject property. I (we) understand that falsifying any information may result in rejection or denial of this request.

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 00010-00-052.01

Signed this 24th day of January, 2022.

Amy D. Howie

Amy D. Howie

Notarial Certification

State of South Carolina

County of York

The foregoing instrument was acknowledged before me this 1/24, 2022, by Andrea H. Walker (name of person acknowledged).

Andrea H. Walker

(Seal) Signature of Notary Public

My Commission Expires: 2/5/2030

ANDREA H. WALKER NOTARY PUBLIC COMM. EXP. 02-05-2030 SOUTH CAROLINA

PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA

I (We) hereby certify that I have read the submitted Zoning Map Amendment Application and the information supplied herein is true and correct to the beast of my knowledge. I (We) agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I (We) further certify that I (we) are the property owner(s), or his/her authorized agent, of the subject property. I (we) understand that falsifying any information may result in rejection or denial of this request.

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 00010-00-052.01

Signed this 24th day of January, 2022.

Joseph E. Howie

Notarial Certification

State of South Carolina

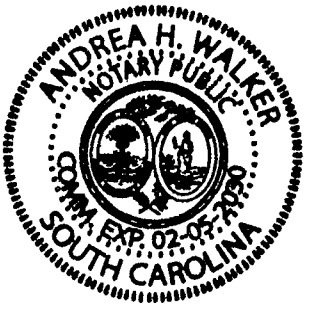
County of York

The foregoing instrument was acknowledged before me this 1/24, 2022, by Andrea H. Walker (name of person acknowledged).

Andrea H Walker
Signature of Notary Public

(Seal)

My Commission Expires: 2/5/2030



PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA

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Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 0010-00-052.00

Signed this 24th day of January, 2022.

Judy H Barfield Executor
Executor

Notarial Certification

State of South Carolina
County of York

The foregoing instrument was acknowledged before me this 1/24, 2022, by Andrea H. Walker (name of person acknowledged).

Andrea H Walker
Signature of Notary Public

(Seal)

My Commission Expires: 2/5/2030

ANDREA H. WALKER NOTARY PUBLIC COMM. EXP. 02-05-2030 SOUTH CAROLINA

PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA

I (We) hereby certify that I have read the submitted Zoning Map Amendment Application and the information supplied herein is true and correct to the beast of my knowledge. I (We) agree to comply with all applicable County ordinances and state laws related to the use and development of the land. I (We) further certify that I (we) are the property owner(s), or his/her authorized agent, of the subject property. I (we) understand that falsifying any information may result in rejection or denial of this request.

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 0010-00-052.00, 0010-00-052.02, 0010-00-052.03

Signed this 17th day of January, 2022.

Dianna B. Howie / Trustee
Dianna B. Howie, Trustee

Notarial Certification

State of Florida
County of Citrus

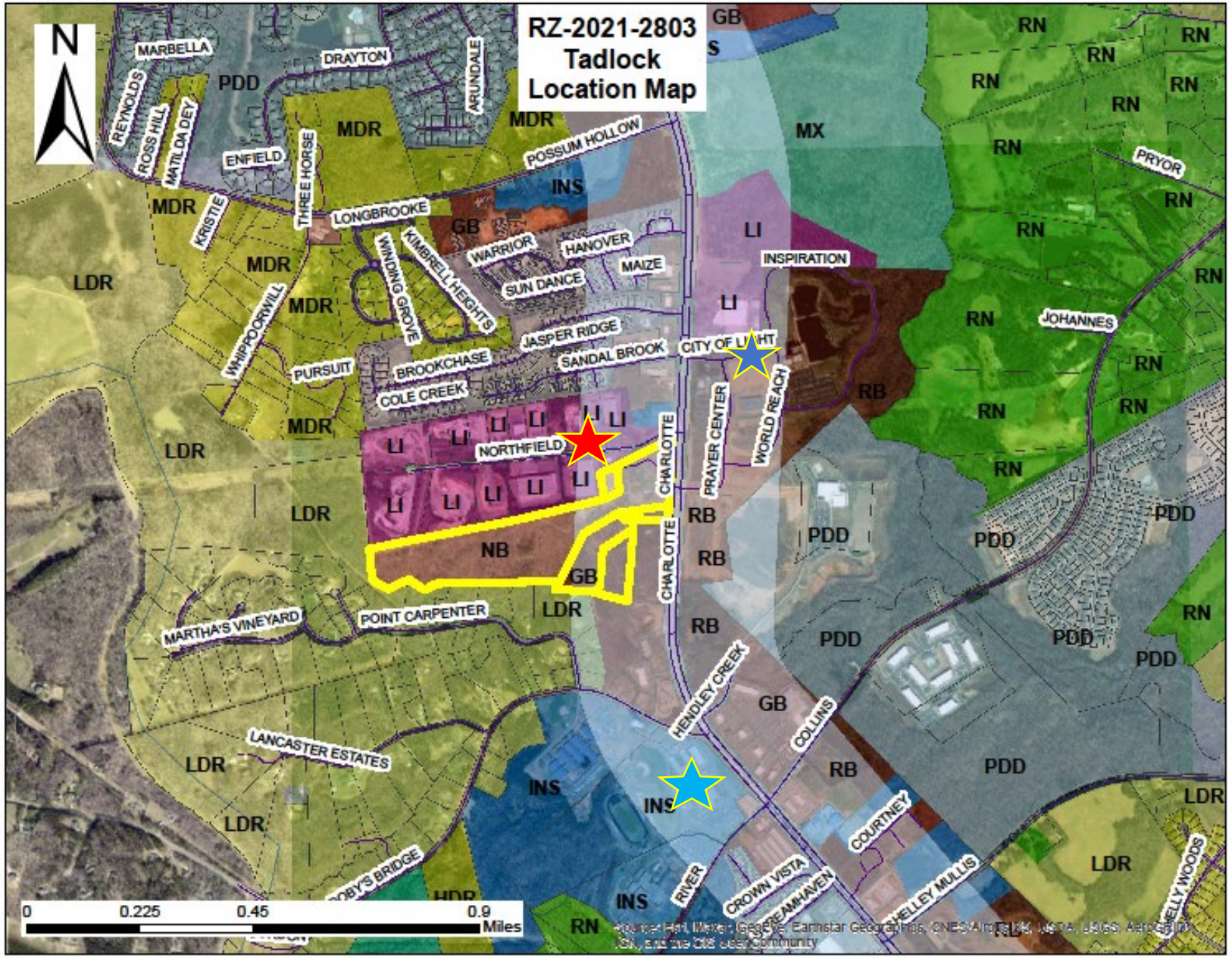
The foregoing instrument was acknowledged before me this January 17th, 2022, by Dianna B. Howie (name of person acknowledged).

SAMANTHA ANDERSON
Notary Public, State of Florida
Commission# HH 101942
My comm. expires Mar. 8, 2025

(Seal)

Samantha Anderson
Signature of Notary Public

My Commission Expires: March 8, 2025



Lancaster County
South Carolina

Proposal:
Request to rezone from NB/GB to RB

Legend:

- Subject Property
- Crossridge
- Perimeter 521 Commerce Park
- Indian Land Intermediate School

Campco Engineering, Inc.
Consulting Engineers since 1974

MEMORANDUM

DATE: May 18, 2022

PROJECT: Tadlock Traffic Impact Analysis

CE: 9845

RE: TIA Compliance Ordinance Review

****

Campco Engineering, Inc. has completed a review of a traffic impact study entitled "Tadlock Transportation Impact Analysis" prepared by Kimley Horn and Associates, Inc., and dated March 2022. The study report estimates traffic that may be generated by the proposed development and its impact on the surrounding roadway system. The study included intersection analyses and results for the following intersection locations:

- US 521 at Sandal Brook Road/Corporate Center Way
- US 521 at Northfield Drive
- US 521 at Crossridge Boulevard/ Site Access 1
- US 521 at Site Access 2
- US 521 at Dobys Bridge Road/Worldreach Drive
- US 521 at River Road/Collins Road

The Traffic Impact Study was reviewed for compliance to the standard practices and procedures for traffic impact analyses, as defined in Section 6.8 of the Lancaster County Unified Development Ordinance (UDO).

The results of our review show that standard practices and procedures for traffic impact analyses were followed in development of the study. The study process, results and recommendations contained in the study report appear to adequately address the impacts of traffic that may be generated by the project as it is currently planned.

Furthermore, section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection levels of service to minimum operable standards. The recommended improvements in this study meet or exceed these standards.

- Arterial facilities require a minimum LOS of D
- Collector/local facilities require a minimum LOS of C

The study conclusions include recommendations for IPS lengths of 100 feet at Access 1, and 60 feet at Access 2, based on estimated queue lengths. However, the traffic forecasts used to estimate queues do not include traffic that will be generated by the outparcels. IPS lengths of at least 150 feet on both access drives should be established to accommodate future outparcel traffic.

Please contact our office if you have any questions or need further assistance.

Submitted by,
Campco Engineering, Inc.

Robert L. Walsh, PE, PTOE

cc: Stephen Blackwelder, Lancaster County

K:\9845\report\2022-05-18 TIA Review Memorandum.docx

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, September 12, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2022-1813, an ordinance titled **"AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE FIVE (5) PARCELS COMPRISING APPROXIMATELY 50.77 ACRES LOCATED AT AND ADJACENT TO 9224 TADLOCK DRIVE (TM#S 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) FROM NEIGHBORHOOD BUSINESS (NB) DISTRICT AND GENERAL BUSINESS (GB) DISTRICT TO REGIONAL BUSINESS (RB) DISTRICT."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on August 24th 2022.

SWORN to before me this 24th day of August, 2022

Ashley Johnson

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

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1814 / Planning Case Number: DA-2021-2803
Contact Person / Sponsor: R. Burhans / Planning
Department: Attorney
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by Two Capital Partners for a Development Agreement for 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03), to facilitate a development with mixed commercial and multi-family residential uses.

A concept plan is accompanying the Development Agreement that reflects construction of 238-multifamily apartment units and two commercial outparcels. The apartment units are of a low-story construction resembling town homes and have a density of 5.43 units/acre. The site contains a high pressure gas line and additional building setbacks have been provided for safety considerations. Two parking stalls have been provided for each dwelling unit sitewide.

Points to Consider:
Whether or not the County wishes to enter into a Development Agreement to support the development of a 238-unit multifamily community with two commercial outparcels.

The Development Agreement contemplates per-unit fees for the County along with fencing requirements for the residential community due to its proximity to the Northfield Business Park.

Attached to the agenda package is a "Proposed Amended Development Agreement." The changes contained in the proposed amended development agreement version are as follows:
1) restriction of the Solid Waste Fee and Library Fee to the Panhandle area. (Section 4.01F and 4.01G).
2) memorializing developer's agreement to construct a southbound right turn lane into the development from Highway 521 and acknowledgement of the limitation on the number of building permits available until a second access is effectuated (Exhibit B to The Agreement).
3) disclosure to lessees of the proximity of the project to Northfield Drive (Section 2.02).
4) correction of a scrivener's error in the term of the agreement (Section 1.10).
5) establishing when the Agreement will take effect (developer's closing date) in Section 5.19.

If the proposed Amended Development Agreement is agreeable to County Council, a motion to amend the ordinance to remove and replace current Exhibit 1 with the agenda attachment labelled Proposed Amended Development Agreement would be appropriate.

Funding and Liability Factors:
Not applicable.

Council Options:
To approve, disapprove, or modify the proposed Development Agreement.

Recommendation:
Planning Commission considered this item at their June 21st public hearing and voted 3 to 2 to recommend **approval**.

Staff also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2020-1814	9/1/2022	Ordinance
Development Agreement- Exhibit 1 to Ordinance 2022-1814	8/2/2022	Exhibit
Proposed Amended Development Agreement (Ex 1 to Ordinance 2022-1814)	9/6/2022	Exhibit
DA Staff Report	6/14/2022	Backup Material
Boundary Survey	6/14/2022	Backup Material
Draft Development Agreement-Exhibit B-1 Conceptual Site Plan	8/18/2022	Backup Material
Notice of Public Hearing for Ordinance 2022-1814 (Planning Department Case Number: DA-2021-2803)	9/6/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022- 1814

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH TWO CAPITAL PARTNERS IN ACCORDANCE WITH UNIFIED DEVELOPMENT ORDINANCE SECTION 9.2.18 FOR A PROPOSED 238-UNIT MULTIFAMILY APARTMENT COMMUNITY WITH COMMERCIAL OUTPARCELS.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Two Capital Partners submitted a Preliminary Plat ("Preliminary Plat") consisting of a multifamily apartment community located upon a total of 50.77 acres of real property zoned Neighborhood Business (NB) District and General Business (GB) District and Two Capital Partners seeks to utilize the Unified Development Ordinance (UDO), Section 9.2.18, for a development project. The intent is to develop the 50.77-acre parcel as a 238-unit multifamily apartment community, with two commercial outparcels totaling 7.22 acres, pursuant to the Unified Development Ordinance (UDO) standards. The Preliminary Plat received conditional approval by the Planning Commission at its June 21, 2022, meeting.

(b) The Development Agreement has been submitted and requested by Two Capital Partners so that Two Capital Partners will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the expected impacts of the development on public services.

(c) The Development Agreement attached hereto and incorporated herein as **Exhibit "1"** is authorized by 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 satisfies the terms and conditions of the Act and is also in compliance with UDO Section 9.2.18.

(d) It is in the best interests of the County and Developer to enter the Development Agreement to set forth the terms and conditions of the development to achieve a well-coordinated, master planned development, to reasonably mitigate any project impacts to the community, and to achieve predictability to the County and the Developer on the scope and terms of the development.

(e) The scope and terms of the planned development, as set forth in the Development Agreement, accomplish the statutory aims of the Act by providing for 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 and real property for the provision of public facilities and services described and identified in the Development Agreement.

(g) On June 21, 2022, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a vote of 3-2 recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached as **Exhibit "1**" is approved by the Council of Lancaster County.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: August 8, 2022
Second Reading: September 12, 2022
Public Hearing: September 12, 2022
Third Reading: September 26, 2022

Approved as to form:

_____
John DuBose, County Attorney

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

STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	**_____**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between Two Capital Developer, LLC, a Georgia 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 50.77 acres, more or less, located in the County and known as the Tadlock 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. 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, comprising the Property, be rezoned to Regional Business (RB) District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other

things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

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

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

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

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

(6) "Developer" means Two Capital Developer, LLC, aa Georgia limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

(10) "Ordinance No. 2022- 1813" means Ordinance No. 2022- 1813 of the County, zoning Tax Parcel Nos.0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, comprising the Property, to Regional Business (RB) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022- 1814" means Ordinance No. 2022- 1814 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to five (5) parcels of land identified as Tax Map Nos.0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, 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. Four parcels comprising the Property are currently zoned General Business (GB) District (Tax Parcel Nos. 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03 and one parcel comprising the Property is currently zoned Neighborhood Business (NB) District (Tax Parcel No. 0010-00-051.00), and all are anticipated to be rezoned Regional Business (RB) District pursuant to Ordinance No. 2022- 1813.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property with the mixed use of up to 238 townhome style multi-family dwelling units and commercial outparcels totaling between six (6) and eight (8) acres 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. 2022-1814 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- 1814 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 fifty and 71/100 acres (50.71).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- 1813, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval. All of the townhouse style multi-family units are intended to be designated in a single parcel on the final plat but the six (6) to eight (8) acres of commercial may be subdivided into outparcels.

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

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

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

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

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

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

Section 4.01H. Additional Fencing. Developer agrees to fence the development's boundary with Northfield Drive with a 5-foot-high vinyl coated chain link fence or a 5-foot-high vinyl panel fence in conformity with Exhibit B-1 and the fencing location should be noted on the conceptual plan.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than October 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 Pleasant Valley Fire Department service area and fire services will be provided by the Pleasant Valley Fire Department, or its successor entities. Developer acknowledges that the Pleasant Valley Fire Department provides services using volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Two Capital Developer, LLC
Attn: Wes Taubel
3445 Peachtree Rd, NE
Suite 465
Atlanta, GA 30326

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., _Month__Date__Year_____, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

_____

_____

DEVELOPER:

Two Capital Developer, LLC,
A Georgia limited liability corporation

By:_____
Name: _____
Title: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER_)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

Exhibit A

PROPERTY DESCRIPTION.

Parcel 1 – Tax Parcel No. 0010-00-051.00

ALL that certain, piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Indian Land Township, Lancaster County, South Carolina, containing 38.898 Acres, more or less, described and designated on a plat entitled "PROPERTY SURVEY FOR SISBRO, LLC" prepared by Hucks and Associates, PC dated January 20, 2021 and recorded in Book Plat 2021 page 17-18 in the Office of the Clerk of Court for Lancaster County, which plat is by reference made a part hereof.

Parcel 2 – Tax Parcel No. 0010-00-052.00

All that certain piece, parcel or tract of land situated and being in Indian Land Township, State and County aforesaid, lying and being on the West side of U. S. Highway #521, described as follows, to wit: Beginning at a point on said U. S. Highway #521 and running thence with line of S. N. Workman N. 69-45 W. 600 ft. to an iron; thence S. 61-40 W. 315 ft. to an iron; thence S. 34-43 W. 709 ft. to an iron; thence with line of Alexander N. 81-34 E. 132 ft.; thence S. 85 - 02 E. 165 ft. to an iron; thence with line of Gunter S. 62-32 E. 447 ft. to La Farge corner; thence with La Farge, et als, line N. 9-51 E. 840 ft. to Rosenbeck corner; thence with Rosenbeck line S. 78-59 E. 420 ft. to point on U. S. Highway #521; thence with U. S. Highway #521 N. 8-26 E. 710 ft. to the beginning. Being bounded on the North and West by lands of S. N. Workman, on the South by lands of Alexander and Gunter and on the East by lands of La Farge, Lima, Rosenbeck and U. S. Highway #521. Containing 11 3/5 Acres, more or less, as shown on plat of same made by L. E. Carothers, Surveyor, Sept. 20, 1951.

Parcel 3– Tax Parcel No. 0010-00-052.01

All that certain piece, parcel or tract of land containing two (2) acres, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, and being described as follows: BEGINNING at a point approximately 574.8 feet northwest of U. S. Highway 521, and running from said point South 28-29-28 East 276.51 feet to a point; thence South 61-33-43 West 313.79 feet to a point; thence North 28-30-00 West 277.10 feet to a point; thence North 61-40-10 East 313.91 feet to the point of beginning, all of which is more accurately shown on a Plat of Property of Carol M. Deese and Joseph E. Howie, prepared by W. C. White, R.L.S., on October 15, 1985, and recorded as Plat Number 7353 in the Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO:
All that certain piece, parcel or piece of property containing .16 acre, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and described as follows: BEGINNING at a point set on the southeastern side of a 20 foot wide right of way, 500 feet more or less southwest of the juncture of U. S. Highway 521, running thence form said point, S 10 19 20 W 111.06 feet to a point; thence N 79 40 21 W 10.91 feet to a point; thence N 28 00 07 W 169.40 feet E, 118.01 feet to the point of beginning, all of which is shown as Tract A on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS, on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO:
All that certain piece, parcel or tract of land containing 4.16 acres, more or less, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, and being described as follows: BEGINNING at a point set on the southwestern property line of grantees existing property and running with said line N 28 03 50 W 277.10 feet to a point; thence S 35 03 08 W 709.33 feet to a point; thence N 87 41 57 E 142.42 feet; S 79 29 55 E 164.92 feet; S 61 52 44 E 167.64 feet to a point; thence N 13 33 03 E 279.31 feet to a point; thence N 06 47 20 E 169.17 feet to the point of beginning all of which is shown as Tract C on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #2002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 4– Tax Parcel No. 0010-00-052.02

ALSO All that certain piece, parcel or lot of land containing .52 acre, ore or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and being described as follows: BEGINNING at a point set 332.8 feet, more or less, west of the center of U. S. Highway 521 on the western side of a 20 foot wide right of way and running thence from side point with the right of way S 42 46 W 181.96 feet to a point; thence N 69 24 W 118.05 feet to a point; thence N 28 29 30 W 107.00 feet to a point; thence S 89 36 00 E 285.10 feet to the point of beginning.
Grantor also grants and conveys unto Grantees, their heirs and assigns a 20 foot wide right of way for ingress and egress extending from Tract A as above described to and from U. S. Highway 521.
All of which is more accurately shown as Tract A on plat of property of James E. Howie to be conveyed to Howard James Howie and Dianna Bailey Howie prepared by Robert E. Rembert, RLS on August 8, 1997 and recorded herewith as Plat #98-8, in the Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 5– Tax Parcel No. 0010-00-052.03

All that certain piece, parcel or lot of land containing two (2) acres, more or less, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and being described as follows: BEGINNING at a point at common line of A. L. Wilson, Edna H. Keels and grantor at the southern side of land and running thence A.A. Wilson line S 10 00 20 W 174.68 feet; S 9 53 45 W 229.95 feet to a point; thence N 62 18 15 W 275.00 feet to a point; thence N 13 06 15 E 279.47 feet to a point; thence S 89 40 E 250.00 feet to the point of beginning.
Grantor also grants and conveys unto Grantees, their heirs and assigns, a 20 foot wide right of way for ingress and egress from the above described property to and from U. S. Highway 521.
All of which is more accurately shown as Tract B on a plat of property of James E. Howie to be conveyed to Howard James Howie and Dianna Bailey Howie prepared by Robert E. Rembert, RLS on August 8, 1997 and recorded herewith as Plat #98-8, Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO All that certain piece, parcel or piece of property containing 1.46 acres, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and described as follows: BEGINNING at a point at the northwestern corner of grantee's existing property line and running thence N 08 47 20 E 169.17 feet to a point; thence N 61 51 E 313.79 feet to a point; thence S 79 40 21 E 10.91 feet to a point; thence S 10 19 20 W 432.86 feet to a point; thence N 89 17 41 W 250.07 feet to the point of beginning; all of which is shown as Tract B on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS, on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #2002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

Exhibit A-2

Plat(s)

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Regional Business (RB) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Regional Business (RB) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Regional Business (RB) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer and prepared by Kimley-Horn Associates, Inc. dated February 2022 .
      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.
         a. US 521 and Access 1:
            i. Construction of eastbound approach to include a single ingress lane, two egress lands with shared / through turn lane and exclusive right turn lane with 100 feet of storage, and a 100-foot protect stem (IPS) with stop control
            ii. Construct northbound left turn lane along US 521 into the site with 150 feet of storage (Crossbridge Boulevard intersection)
         b. US 521 and Access 2:
            i. Developer is seeking approval with a waiver of driveway spacing distance for lower access and if granted will add a right-in / right-out and closing of the existing median. If denied, Developer will seek and provide alternative access as required by the South Carolina Department of Transportation.

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

iv. *Walkway Connections:* Developer shall install a pedestrian walkway along the frontage of the Property and US 521as shown on Exhibit B-1.

v. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a semi-regional pump station and forcemain on the Property to connect to serve the Property, which pump station and forcemain will be dedicated to the Lancaster County Water and Sewer District.

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

a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	100 units
3	138 units
4	0 units
5	0 units
Total	238 units

Commercial development will be market dependent but not expected until after completion of the residential units. Commercial acreage is between six (6) and eight (8) acres on the outer parcels as depicted on the Site Plan.

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 238 residential units.

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Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) Joseph E. Howie and Amy D. Howie, Trustees of the Joseph E. Howie and Amy D. Howie Living Trust and (ii) Sisbro, LLC are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.* See Section 2.01(A).

(J) *a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens*. See Article IV.

(K) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(L) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals.* See Section 1.07 and Exhibit C.

(M) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement.* See Section 5.08.

(N) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Sections 3.01, 3.03 and Exhibits E and E-1 – E-5.

(O) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement.* See Section 3.03.

(P) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply*. See Section 5.09.

(Q) *a provision that the agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest*. See Section 5.02.

(R) *a provision that if the amendment constitutes a major modification of the agreement, the major modification may occur only after public notice and a public hearing by the council, provided that, for purposes of this item, a "major modification" means: (i) significant changes to the development scheduled time-frames set forth in the agreement; (ii) density modifications; (iii) land use changes; (iv) any major miscalculations of infrastructure or facility needs which create demand deficiencies; or (v) any significant deviation from the development as contained in the agreement.* See Section 5.02.

(S) *a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council if the developer is able to demonstrate and establish that there is good cause to modify those dates.* See Sections 1.07 and 5.02.

(T) *a provision that the agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the agreement is entered into which prevents or precludes compliance with one or more of the provisions of the agreement.* See Section 5.02

(U) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663.* See Section 5.03.

(V) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663.* See Section 5.04.

(W) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds.* See Section 5.07.

(X) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.* See Section 1.09(A).

(Y) *a provision addressing the conditions and procedures by which the agreement may be assigned.* See Section 1.09, Section 3.05 and Section 5.14.

(Z) *a traffic impact analysis prepared in accordance with UDO Chapter 6.8 and SCDOT standards.* See Section 4.04.

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-1813 zoning properties subject to the Development Agreement to Regional Business (RB) District attached hereto as Exhibit-1.
2. Ordinance No. 2022-1814, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2022-1813

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022- 1814

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[**The UDO, updated to the effective date of the Ordinance 2022- 1814, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

Exhibit E-5

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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STATE OF SOUTH CAROLINA	**)**	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	**)**	**_____**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the _____ day of _____ 2022 ("Agreement Date"), by and between Two Capital Developer, LLC, a Georgia 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 50.77 acres, more or less, located in the County and known as the Tadlock 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. 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, comprising the Property, be rezoned to Regional Business (RB) District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other

things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

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

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

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

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

(6) "Developer" means Two Capital Developer, LLC, aa Georgia limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

(10) "Ordinance No. 2022- 1813" means Ordinance No. 2022- 1813 of the County, zoning Tax Parcel Nos.0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, comprising the Property, to Regional Business (RB) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022- 1814" means Ordinance No. 2022- 1814 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to five (5) parcels of land identified as Tax Map Nos.0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, 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. Four parcels comprising the Property are currently zoned General Business (GB) District (Tax Parcel Nos. 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03 and one parcel comprising the Property is currently zoned Neighborhood Business (NB) District (Tax Parcel No. 0010-00-051.00), and all are anticipated to be rezoned Regional Business (RB) District pursuant to Ordinance No. 2022- 1813.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property with the mixed use of up to 238 townhome style multi-family dwelling units and commercial outparcels totaling between six (6) and eight (8) acres 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. 2022-1814 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- 1814 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 fifty and 71/100 acres (50.71).

(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.

(D) Developer represents and warrants that it will disclose the proximity of the Property to the Northfield Drive industrial park and Lancaster County Recycling Center in its lease agreement.

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- 1813, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval. All of the townhouse style multi-family units are intended to be designated in a single parcel on the final plat but the six (6) to eight (8) acres of commercial may be subdivided into outparcels.

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and who intends to build a residence on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

Section 4.01C. Funds for Public Safety. On July 21, 2021, the County adopted Ordinances establishing development impact fees for facility improvements for Fire (Ordinance No. 2021-1722), Emergency Medical Services (Ordinance No. 2021-1723), Sheriff (Ordinance No. 2021-1724) and Parks and Recreation (Ordinance No. 2021-1725) (collectively, the "County

Public Safety Impact Fees"), which impact fees were implemented as of October 1, 2021, and shall apply to the Property. County and Developer agree that no additional public safety funds are required pursuant to this Agreement because the County Public Safety Impact Fees already address the impact that the development of the property will have on the public safety facilities.

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

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

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

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

Section 4.01H. Additional Fencing. Developer agrees to fence the development's boundary with Northfield Drive with a 5-foot-high vinyl coated chain link fence or a 5-foot-high vinyl panel fence in conformity with Exhibit B-1 and the fencing location should be noted on the conceptual plan.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than October 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 Pleasant Valley Fire Department service area and fire services will be provided by the Pleasant Valley Fire Department, or its successor entities. Developer acknowledges that the Pleasant Valley Fire Department provides services using volunteers.

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Two Capital Developer, LLC
Attn: Wes Taubel
3445 Peachtree Rd, NE
Suite 465
Atlanta, GA 30326

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., January 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:

Two Capital Developer, LLC,
A Georgia limited liability corporation

By:_____
Name: _____
Title: _____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER_)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

Exhibit A

PROPERTY DESCRIPTION.

Parcel 1 – Tax Parcel No. 0010-00-051.00

ALL that certain, piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Indian Land Township, Lancaster County, South Carolina, containing 38.898 Acres, more or less, described and designated on a plat entitled "PROPERTY SURVEY FOR SISBRO, LLC" prepared by Hucks and Associates, PC dated January 20, 2021 and recorded in Book Plat 2021 page 17-18 in the Office of the Clerk of Court for Lancaster County, which plat is by reference made a part hereof.

Parcel 2 – Tax Parcel No. 0010-00-052.00

All that certain piece, parcel or tract of land situated and being in Indian Land Township, State and County aforesaid, lying and being on the West side of U. S. Highway #521, described as follows, to wit: Beginning at a point on said U. S. Highway #521 and running thence with line of S. N. Workman N. 69-45 W. 600 ft. to an iron; thence S. 61-40 W. 315 ft. to an iron; thence S. 34-43 W. 709 ft. to an iron; thence with line of Alexander N. 81-34 E. 132 ft.; thence S. 85 - 02 E. 165 ft. to an iron; thence with line of Gunter S. 62-32 E. 447 ft. to La Farge corner; thence with La Farge, et als, line N. 9-51 E. 840 ft. to Rosenbeck corner; thence with Rosenbeck line S. 78-59 E. 420 ft. to point on U. S. Highway #521; thence with U. S. Highway #521 N. 8-26 E. 710 ft. to the beginning. Being bounded on the North and West by lands of S. N. Workman, on the South by lands of Alexander and Gunter and on the East by lands of La Farge, Lima, Rosenbeck and U. S. Highway #521. Containing 11 3/5 Acres, more or less, as shown on plat of same made by L. E. Carothers, Surveyor, Sept. 20, 1951.

Parcel 3– Tax Parcel No. 0010-00-052.01

All that certain piece, parcel or tract of land containing two (2) acres, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, and being described as follows: BEGINNING at a point approximately 574.8 feet northwest of U. S. Highway 521, and running from said point South 28-29-28 East 276.51 feet to a point; thence South 61-33-43 West 313.79 feet to a point; thence North 28-30-00 West 277.10 feet to a point; thence North 61-40-10 East 313.91 feet to the point of beginning, all of which is more accurately shown on a Plat of Property of Carol M. Deese and Joseph E. Howie, prepared by W. C. White, R.L.S., on October 15, 1985, and recorded as Plat Number 7353 in the Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO:
All that certain piece, parcel or piece of property containing .16 acre, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and described as follows: BEGINNING at a point set on the southeastern side of a 20 foot wide right of way, 500 feet more or less southwest of the juncture of U. S. Highway 521, running thence form said point, S 10 19 20 W 111.06 feet to a point; thence N 79 40 21 W 10.91 feet to a point; thence N 28 00 07 W 169.40 feet E, 118.01 feet to the point of beginning, all of which is shown as Tract A on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS, on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO:
All that certain piece, parcel or tract of land containing 4.16 acres, more or less, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, and being described as follows: BEGINNING at a point set on the southwestern property line of grantees existing property and running with said line N 28 03 50 W 277.10 feet to a point; thence S 35 03 08 W 709.33 feet to a point; thence N 87 41 57 E 142.42 feet; S 79 29 55 E 164.92 feet; S 61 52 44 E 167.64 feet to a point; thence N 13 33 03 E 279.31 feet to a point; thence N 06 47 20 E 169.17 feet to the point of beginning all of which is shown as Tract C on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #2002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 4– Tax Parcel No. 0010-00-052.02

ALSO All that certain piece, parcel or lot of land containing .52 acre, ore or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and being described as follows: BEGINNING at a point set 332.8 feet, more or less, west of the center of U. S. Highway 521 on the western side of a 20 foot wide right of way and running thence from side point with the right of way S 42 46 W 181.96 feet to a point; thence N 69 24 W 118.05 feet to a point; thence N 28 29 30 W 107.00 feet to a point; thence S 89 36 00 E 285.10 feet to the point of beginning.
Grantor also grants and conveys unto Grantees, their heirs and assigns a 20 foot wide right of way for ingress and egress extending from Tract A as above described to and from U. S. Highway 521.
All of which is more accurately shown as Tract A on plat of property of James E. Howie to be conveyed to Howard James Howie and Dianna Bailey Howie prepared by Robert E. Rembert, RLS on August 8, 1997 and recorded herewith as Plat #98-8, in the Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 5– Tax Parcel No. 0010-00-052.03

All that certain piece, parcel or lot of land containing two (2) acres, more or less, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and being described as follows: BEGINNING at a point at common line of A. L. Wilson, Edna H. Keels and grantor at the southern side of land and running thence A.A. Wilson line S 10 00 20 W 174.68 feet; S 9 53 45 W 229.95 feet to a point; thence N 62 18 15 W 275.00 feet to a point; thence N 13 06 15 E 279.47 feet to a point; thence S 89 40 E 250.00 feet to the point of beginning.
Grantor also grants and conveys unto Grantees, their heirs and assigns, a 20 foot wide right of way for ingress and egress from the above described property to and from U. S. Highway 521.
All of which is more accurately shown as Tract B on a plat of property of James E. Howie to be conveyed to Howard James Howie and Dianna Bailey Howie prepared by Robert E. Rembert, RLS on August 8, 1997 and recorded herewith as Plat #98-8, Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO All that certain piece, parcel or piece of property containing 1.46 acres, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and described as follows: BEGINNING at a point at the northwestern corner of grantee's existing property line and running thence N 08 47 20 E 169.17 feet to a point; thence N 61 51 E 313.79 feet to a point; thence S 79 40 21 E 10.91 feet to a point; thence S 10 19 20 W 432.86 feet to a point; thence N 89 17 41 W 250.07 feet to the point of beginning; all of which is shown as Tract B on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS, on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #2002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

Exhibit A-2

Plat(s)

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Regional Business (RB) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Regional Business (RB) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Regional Business (RB) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer and prepared by Kimley-Horn Associates, Inc. dated February 2022.
      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.
         a. US 521 and Access 1:
            i. Construction of eastbound approach to include a single ingress lane, two egress lanes with shared / through turn lane and exclusive right turn lane with 100 feet of storage, and a 100-foot protect stem (IPS) with stop control
            ii. Construct northbound left turn lane along US 521 into the site with 150 feet of storage (Crossbridge Boulevard intersection).
            iii. Developer has agreed to construction of a southbound right turn lane along US 521 into the site with 100 feet of storage.
         b. Second Access
            i. Construction of the eastbound approach of Access 2 that ties into The Link site's parking lot with 150-foot IPS at US 521.

ii. Removal of the existing median cut along US521 at Access 2.

iii. A second access is required by the UDO and is intended to be provided through an adjacent project referred to as "The Link." Developer understands and agrees that the second access must be finalized before building permits for more than 99 dwellings can be issued for the Property. Further, Developer understands and agrees that the second access cannot be through an active construction zone.

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

iv. *Walkway Connections:* Developer shall install a pedestrian walkway along the frontage of the Property and US 521as shown on Exhibit B-1.

v. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a semi-regional pump station and forcemain on the Property to connect to serve the Property, which pump station and forcemain will be dedicated to the Lancaster County Water and Sewer District.

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	0 units
2	100 units
3	138 units
4	0 units
5	0 units
Total	238 units

Commercial development will be market dependent but not expected until after completion of the residential units. Commercial acreage is between six (6) and eight (8) acres on the outer parcels as depicted on the Site Plan.

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 238 residential units.

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Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) Joseph E. Howie and Amy D. Howie, Trustees of the Joseph E. Howie and Amy D. Howie Living Trust and (ii) Sisbro, LLC are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

(D) *the then current zoning of the property and a statement, if applicable, of any proposed re-zoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.* See Section 2.01(A).

(J) *a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens*. See Article IV.

(K) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures.* Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.

(L) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals.* See Section 1.07 and Exhibit C.

(M) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement.* See Section 5.08.

(N) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both.* See Sections 3.01, 3.03 and Exhibits E and E-1 – E-5.

(O) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement.* See Section 3.03.

(P) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply*. See Section 5.09.

(Q) *a provision that the agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest*. See Section 5.02.

(R) *a provision that if the amendment constitutes a major modification of the agreement, the major modification may occur only after public notice and a public hearing by the council, provided that, for purposes of this item, a "major modification" means: (i) significant changes to the development scheduled time-frames set forth in the agreement; (ii) density modifications; (iii) land use changes; (iv) any major miscalculations of infrastructure or facility needs which create demand deficiencies; or (v) any significant deviation from the development as contained in the agreement.* See Section 5.02.

(S) *a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council if the developer is able to demonstrate and establish that there is good cause to modify those dates.* See Sections 1.07 and 5.02.

(T) *a provision that the agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the agreement is entered into which prevents or precludes compliance with one or more of the provisions of the agreement.* See Section 5.02

(U) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663.* See Section 5.03.

(V) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663.* See Section 5.04.

(W) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds.* See Section 5.07.

(X) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.* See Section 1.09(A).

(Y) *a provision addressing the conditions and procedures by which the agreement may be assigned.* See Section 1.09, Section 3.05 and Section 5.14.

(Z) *a traffic impact analysis prepared in accordance with UDO Chapter 6.8 and SCDOT standards.* See Section 4.04.

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-1813 zoning properties subject to the Development Agreement to Regional Business (RB) District attached hereto as Exhibit-1.
2. Ordinance No. 2022-1814, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2022-1813

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022- 1814

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[**The UDO, updated to the effective date of the Ordinance 2022- 1814, will be signed by County and Developer, and maintained by Lancaster County Development Services**]

Exhibit E-5

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

PROPOSAL:	Application by Two Capital Partners to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 238-unit (5.8 dwelling units per-acre) multifamily apartment community with commercial outparcels.
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

The applicant has requested to rezone five-parcels totaling approximately 50.77-acres on the west side of Charlotte Highway from the Neighborhood Business (NB) and General Business (GB) Districts to the Regional Business (RB) District. Pursuant to the concept plan submitted along with the application, this rezoning is intended to facilitate the development of a mixed-area project consisting of two commercial outparcels along Charlotte Highway, and a 238-unit multifamily apartment development (townhome configured) located toward the interior of the site.

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, description of uses, and traffic impact analysis (TIA). Please refer to the associated rezoning staff report for an overview of the TIA (RZ-2021-2803).

The Lancaster County Attorney and the applicant continue to be coordinating on the various terms of the Development Agreement.

RECCOMMENDATION:

Staff recommends **conditional approval** of the Development Agreement with Two Capitol Partners in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 238-unit (5.8 dwelling units per-acre) multifamily apartment community and 7.22-acres nonresidential development located on approximately 50.77 acres of land, pursuant to the findings of fact identified below.

The recommended Conditions of Approval are as follows:

1. Concept plan will be updated to depict an additional 25-ft wide separation area parallel to the existing Lancaster County Natural Gas Authority easement in accordance with the Authority's feedback on the project;
2. Driveway locations depicted on the Concept Plan and analyzed in the TIA will be approved in concept by SCDOT; and
3. The TIA will be updated to include commercial outparcels upon identification of tenants which may impact turn lane storage lengths and lengths of internal protected stems of access drives.

Findings of Fact:

1. That the subject parcels consist of approximately 50.77 acres of land generally located at or adjacent to 9224 Tadlock Drive;
2. That the subject parcels consist of TM# 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03;
3. That the subject parcels would be rezoned from NB and GB District to RB District;

4. That, should this rezoning be approved, the subject parcels would be developed with two commercial outparcels totaling 7.22 acres, and 238 multi-family dwellings; and
5. That the development proposal would have a residential density of 5.8 dwelling units per acre.

Staff Contact:
Rox Burhans, Development Services Director
rburhans@lancastersc.net | 803-416-9422

SURVEY INFORMATION & PLAT STANDARDS:

1. THIS SURVEY IS OF EXISTING PARCELS OF LAND.
2. MULTIPLE TAX MAP ID'S AS SHOWN ON PLAT
3. ZONING: GB & NB
4. ACREAGE OF THIS PLAT: 50.712 ACRES
5. TOTAL NUMBER OF PARCELS ON THIS PLAT: 5
6. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
7. THIS SURVEY IS AN ALTA/NSPS LAND TITLE SURVEY.
8. AREA COMPUTED BY COORDINATE METHOD.
9. DASHED LINES INDICATE LINES NOT SURVEYED.
10. #5 REBARS SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
11. UNADJUSTED RATIO OF PRECISION IS 1:10,000+
12. SITE HAS BEEN TIED TO SC GRID COORDINATE SYSTEM AS REFERENCED ON PLAT. TIED TO NGS MONUMENT "HIGHER".
13. INTERIOR IMPROVEMENTS NOT SHOWN ON THIS PLAT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ALTA COMMITMENT# 016999-00196
COMMITMENT DATE: JULY 29, 2021
ALTA LOAN POLICY (06-17-06)
PROPOSED INSURED:
TWO CAPITAL DEVELOPER, LLC A GEORGIA LIMITED LIABILITY COMPANY

SCHEDULE B – SECTION II
TAXID#0010-00-051.00

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A MATTER OF SURVEY)**
2. TAXES FOR THE YEAR 2021 NOT YET DUE AND PAYABLE AND ALL SUBSEQUENT YEARS. **(NOT A MATTER OF SURVEY)**
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101–SC "OWNER'S AFFIDAVIT"). **(NOT A MATTER OF SURVEY)**
4. MECHANIC'S AND MATERIALMEN'S LIEN AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS ON RECORD. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101–SC "OWNER'S AFFIDAVIT"). **(NOT A MATTER OF SURVEY)**
5. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S POLICY FOR A RESIDENTIAL TRANSACTION. UPON RECEIPT OF A SATISFACTORY AFFIDAVIT ORT107–SC SURVEY AFFIDAVIT THIS EXCEPTION WILL BE DELETED IN THE OWNER'S POLICY FOR A RESIDENTIAL TRANSACTION.) **(SURVEY AS SHOWN; INTERIOR IMPROVEMENTS NOT SHOWN)**
6. THE NUMBER OF ACRES CONTAINED IN THE LEGAL DESCRIPTION IS NEITHER GUARANTEED NOR INSURED. **(ACREAGE AS SHOWN)**
7. THIS COMMITMENT AND/OR POLICY DOES NOT INSURE AGAINST ANY LOSS OR DAMAGE WHICH MIGHT ARISE OUT OF ROLL–BACK TAXES AS CONTEMPLATED UNDER TITLE 12, ARTICLE 3 OF SOUTH CAROLINA CODE OF LAWS OF 1976, AS AMENDED, PROVISIONS – SECTIONS 12–43–220. **(NOT A MATTER OF SURVEY)**
8. AS TO THE OWNER'S COMMITMENT/POLICY ONLY: THIS COMMITMENT IS ISSUED CONTEMPLATING THE COMPLETION OF IMPROVEMENTS INCREASING THE PRESENT INSURABLE VALUE OF THE INSURED PREMISES UP TO THE FACE AMOUNT OF THIS COMMITMENT. PENDING COMPLETION OF THE IMPROVEMENTS TO BE LOCATED ON THE PROPERTY DESCRIBED HEREIN, THIS COMMITMENT INSURES ON TO THE ACTUAL VALUE OF THE PROPERTY, BUT INCREASES AS EACH DISBURSEMENT FOR IMPROVEMENTS IS MADE IN GOOD FAITH AND WITHOUT ACTUAL NOTICE OF ANY DEFECTS OR OBJECTIONS TO THE TITLE UP TO THE FACE AMOUNT OF THIS COMMITMENT. **(NOT A MATTER OF SURVEY)**
9. AS TO THE LOAN COMMITMENT/POLICY ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE MORTGAGE TO BE INSURED, THIS COMMITMENT AND/OR POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED TO THE BORROWER, BUT INCREASES AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT ACTUAL NOTICE OF ANY DEFECTS IN OR OBJECTIONS TO THE TITLE, INCLUDING ANY NOTICE THE LENDER MAY HAVE RECEIVED PURSUANT TO SOUTH CAROLINA CODE SECTION 29–3–50, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, UP TO THE FACE AMOUNT OF THE COMMITMENT AND/OR POLICY. AT SUCH TIME OF EACH DISBURSEMENT OF THE PROCEEDS OF THE LOAN, THE TITLE MUST BE CONTINUED DOWN TO SUCH TIME FOR POSSIBLE LIENS OR OBJECTIONS, INCLUDING MECHANIC'S LIENS, INTERVENING BETWEEN THE DATE HEREOF AND THE DATE OF SUCH DISBURSEMENT. **(NOT A MATTER OF SURVEY)**
10. RIGHT OF WAY TO YORK COUNTY NATURAL GAS AUTHORITY AS RECORDED IN DEED BOOK 818 AT PAGE 200 IN THE LANCASTER COUNTY RECORDS. **(AS SHOWN)**
11. EASEMENT TO DUKE POWER COMPANY AS RECORDED IN BOOK E–6 AT PAGE 3304 IN THE LANCASTER COUNTY RECORDS. **(BLANKET IN NATURE; UNABLE TO PLOT)**
12. EASEMENT TO FORT MILL TELEPHONE COMPANY AS RECORDED IN BOOK E–6 AT PAGE 2831 IN THE LANCASTER COUNTY RECORDS. **(AS SHOWN)**
13. EASEMENT TO PALMETTO CABLE TV COMPANY AS RECORDED IN BOOK D–8 AT PAGE 85 IN THE LANCASTER COUNTY RECORDS. **(AFFECTS; UNABLE TO PLOT FROM SKETCH)**
14. EASEMENT TO DUKE POWER COMPANY AS RECORDED IN BOOK A AT PAGE 326 IN THE LANCASTER COUNTY RECORDS. **(AS SHOWN)**
15. 15' RIGHT OF WAY FOR INGRESS AND EGRESS AS GRANTED BY BILLY C TADLOCK AND DORIS V TADLOCK AS RECORDED IN DEED BOOK E–6 AT PAGE 2530 IN THE LANCASTER COUNTY RECORDS. **(AS SHOWN)**
16. THESE MATTERS AS SHOWN ON A PLAT PREPARED FOR SISBRO, LLC AS RECORDED ON JANUARY 21, 2021 IN PLAT 2021 AT PAGE 17 TO INCLUDE THE FOLLOWING;
    A. OVERHEAD POWER LINE RIGHT OF WAY **(AS SHOWN)**
    B. 15' ACCESS EASEMENT **(AS SHOWN)**
    C. UNDERGROUD GAS LINE **(AS SHOWN)**
    D. 68' POWER LINE RIGHT OF WAY **(AS SHOWN)**

THIS IS TO CERTIFY THAT THIS MAP OR PLAT WAS DRAWN FOR TWO CAPITAL PARTNERS, LLC & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS:1,2,3,4,6(a),7(a),8,11,13, 16,17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 14, 2021.

KENNETH M. GREEN, RLS #14529
DATE OF MAP 9–24–21

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAPS FOR LANCASTER COUNTY, SOUTH CAROLINA, COMMUNITY PANEL NUMBERS 45057C0078E; DATED MAY 16, 2017, AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD MANUAL FOR PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

SOUTH CAROLINA REGISTERED LAND SURVEYOR No. 14529 KENNETH M. GREEN

SOUTH CAROLINA R. JOE HARRIS & ASSOCIATES, INC. No. C02262 CERTIFICATE OF AUTHORIZATION

KENNETH M. GREEN, RLS #14529

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ALTA COMMITMENT# 016999–00196A
COMMITMENT DATE: AUGUST 15, 2021
ALTA LOAN POLICY (06–17–06)
PROPOSED INSURED:
TWO CAPITAL PARTNERS, LLC

SCHEDULE B – SECTION II
PID# 0010–00–052.02

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A MATTER OF SURVEY)**
2. TAXES FOR THE YEAR 2021 NOT YET DUE AND PAYABLE AND ALL SUBSEQUENT YEARS. **(NOT A MATTER OF SURVEY)**
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101–SC "OWNER'S AFFIDAVIT"). **(NOT A MATTER OF SURVEY)**
4. MECHANIC'S AND MATERIALMEN'S LIEN AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS ON RECORD. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101–SC "OWNER'S AFFIDAVIT"). **(NOT A MATTER OF SURVEY)**
5. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S POLICY FOR A RESIDENTIAL TRANSACTION. UPON RECEIPT OF A SATISFACTORY AFFIDAVIT ORT107–SC SURVEY AFFIDAVIT THIS EXCEPTION WILL BE DELETED IN THE OWNER'S POLICY FOR A RESIDENTIAL TRANSACTION.) **(SURVEY AS SHOWN; INTERIOR IMPROVEMENTS NOT SHOWN)**
6. THE NUMBER OF ACRES CONTAINED IN THE LEGAL DESCRIPTION IS NEITHER GUARANTEED NOR INSURED. **(ACREAGE AS SHOWN)**
7. AS TO THE OWNER'S COMMITMENT/POLICY ONLY: THIS COMMITMENT IS ISSUED CONTEMPLATING THE COMPLETION OF IMPROVEMENTS INCREASING THE PRESENT INSURABLE VALUE OF THE INSURED PREMISES UP TO THE FACE AMOUNT OF THIS COMMITMENT. PENDING COMPLETION OF THE IMPROVEMENTS TO BE LOCATED ON THE PROPERTY DESCRIBED HEREIN, THIS COMMITMENT INSURES ON TO THE ACTUAL VALUE OF THE PROPERTY, BUT INCREASES AS EACH DISBURSEMENT FOR IMPROVEMENTS IS MADE IN GOOD FAITH AND WITHOUT ACTUAL NOTICE OF ANY DEFECTS OR OBJECTIONS TO THE TITLE UP TO THE FACE AMOUNT OF THIS COMMITMENT. **(NOT A MATTER OF SURVEY)**
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9. EASEMENT TO FORT MILL TELEPHONE COMPANY AS RECORDED IN BOOK E–6 AT PAGE 2830 IN THE LANCASTER COUNTY RECORDS. **(AS SHOWN)**

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ALTA COMMITMENT# 016999–00196C
COMMITMENT DATE: AUGUST 15, 2021
ALTA LOAN POLICY (06–17–06)
PROPOSED INSURED:
TWO CAPITAL PARTNERS, LLC

SCHEDULE B – SECTION II
PID# 0010–00–050.00

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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6. THE NUMBER OF ACRES CONTAINED IN THE LEGAL DESCRIPTION IS NEITHER GUARANTEED NOR INSURED. **(ACREAGE AS SHOWN)**
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9. ALL MATTERS AS SHOWN ON A PLAT PREPARED BY DWAYNE J JORDAN AND RECORDED AS PLAT 2002–349 IN THE LANCASTER COUNTY RECORDS. **(AS SHOWN)**
10. BOUNDARY LINE AGREEMENT BY AND BETWEEN JAMES E HOWIE AND OREAN L KEELS AND EDNA H KEELS AS RECORDED IN BOOK 55 AT PAGE 138 & 142 IN THE LANCASTER COUNTY RECORDS. **(PROPERTY LINES AS SHOWN PER FIELD LOCATED IRONS)**

ADJOINERS:N/F

A. HOWARD JAMES HOWIE , TRUSTEE
DIANNA B HOWIE , TRUSTEE
DB 744 PG 13 PB 98 PG 8
PID 0010–00–052.02
8575 CHARLOTTE HIGHWAY
INDIAN LAND, SC 29707
ZONED: GB
0.537 AC±
23,381 SF

B. HOWIE FAMILY TRUST THE
DB 194 PG 168
PID 0010–00–052.00
8579 CHARLOTTE HIGHWAY
INDIAN LAND, SC 29707
ZONED: GB
1.502 AC±
65,416 SF

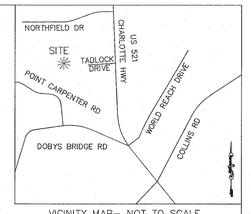
C. HOWARD JAMES HOWIE, TRUSTEE &
DIANNA B HOWIE, TRUSTEE
PID# 0010–00–052.03
CHARLOTTE HIGHWAY
INDIAN LAND, SC 29707
DB 641 PG 68
PB 7353
ZONED: GB
3.603 AC±
156,965 SF

LINE–TYPES:

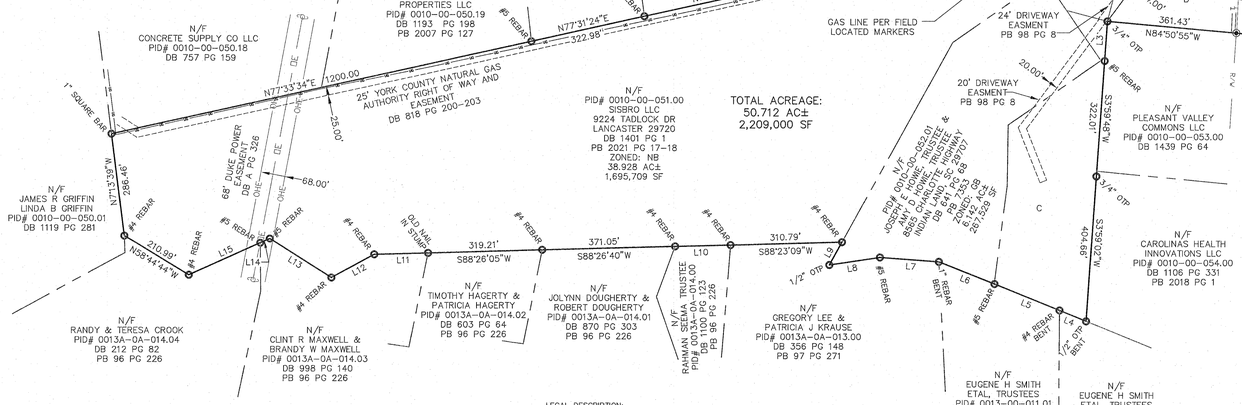
- PROPERTY LINE
- ADJOINER
- OHE EX. O'HEAD ELECTRIC EASEMENT
- OE EX. O'HEAD ELECTRIC LINE
- T T EX. TELEPHONE EASEMENT
- EX. GAS LINE (FIELD LOCATED PER MARKS)
- EX. ACCESS EASEMENT

LEGEND:

- IRON FOUND AS NOTED
- IRON PIN SET (#5 REBAR)
- COMPUTED POINT, NO IRON SET
- GRID MONUMENT
- POWER POLE



VICINITY MAP– NOT TO SCALE



GRAPHIC SCALE
–200 0 100 200 400
(IN FEET)
1 inch = 200 ft.

LEGAL DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND LYING AND SITUATE IN INDIAN LAND, LANCASTER COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT HIGHER, SAID MONUMENT HAVING SC GRID COORDINATES OF NORTHING = 1,142,096.73' AND EASTING = 2,042,984.66'; THENCE S14°33'13"E FOR A DISTANCE OF 3,078.34' TO AN IRON FOUND (#4 REBAR) ON THE WESTERN RIGHT–OF–WAY OF US HIGHWAY 521, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE N62°59'38"E FOR A DISTANCE OF 58.47' TO A POINT IN THE CENTERLINE OF THE SOUTBOUND LANE OF US HIGHWAY 521; THENCE ALONG THE SAID CENTERLINE S02°38'14"W FOR A DISTANCE OF 951.33' TO A POINT; THENCE LEAVING SAID CENTERLINE N84°50'55"W FOR A DISTANCE OF 51.45' TO A #5 REBAR SET ON THE RIGHT OF WAY OF SAID ROAD; THENCE N84°50'55"W FOR A DISTANCE OF 361.43' TO AN IRON FOUND (3/4" PIPE); THENCE S03°57'07"W FOR A DISTANCE OF 111.06' TO AN IRON FOUND (#5 REBAR); THENCE S03°59'48"W FOR A DISTANCE OF 322.01' TO AN IRON FOUND (3/4" PIPE); THENCE S03°59'02"W FOR A DISTANCE OF 404.66' TO AND IRON FOUND (1/2" PIPE); THENCE N68°00'18"W FOR A DISTANCE OF 80.25' TO AN IRON FOUND (#4 REBAR); THENCE N68°00'59"W FOR A DISTANCE OF 195.46' TO AN IRON FOUND (#5 REBAR); THENCE N68°29'50"W FOR A DISTANCE OF 167.31' TO AN IRON FOUND (1" REBAR); THENCE N85°46'41"W FOR A DISTANCE OF 164.97' TO AN IRON FOUND (#5 REBAR); THENCE S81°30'22"W FOR A DISTANCE OF 142.64' TO AN IRON FOUND (1/2" PIPE); THENCE N28°59'17"E FOR A DISTANCE OF 72.61' TO AN IRON FOUND (#4 REBAR); THENCE S88°23'09"W FOR A DISTANCE OF 310.79' TO AN IRON FOUND (#4 REBAR); THENCE S88°27'45"W FOR A DISTANCE OF 154.85' TO AN IRON FOUND (#4 REBAR); THENCE S88°26'40"W FOR A DISTANCE OF 371.05' TO AN IRON FOUND (#4 REBAR); THENCE S88°26'05"W FOR A DISTANCE OF 319.21' TO A NAIL FOUND IN A STUMP; THENCE S88°27'29"W FOR A DISTANCE OF 150.00' TO AN IRON FOUND (#4 REBAR); THENCE S61°26'15"W FOR A DISTANCE OF 135.82' TO AN IRON FOUND (#4 REBAR); THENCE N57°46'17"W FOR A DISTANCE OF 203.85' TO AN IRON FOUND (#5 REBAR); THENCE S65°47'47"W FOR A DISTANCE OF 29.15' TO AN IRON FOUND (#5 REBAR); THENCE S65°44'43"W FOR A DISTANCE OF 218.42' TO AN IRON FOUND (#4 REBAR); THENCE N58°44'44"W FOR A DISTANCE OF 210.99' TO AN IRON FOUND (#4 REBAR); THENCE N07°13'39"W FOR A DISTANCE OF 286.46' TO AN IRON FOUND (1" SQUARE BAR); THENCE N77°33'34"E FOR A DISTANCE OF 1,200.00' TO AN IRON FOUND (#5 REBAR); THENCE N77°31'24"E FOR A DISTANCE OF 322.98' TO AN IRON FOUND (#4 REBAR); THENCE N77°32'54"E FOR A DISTANCE OF 582.52' TO AN IRON FOUND (#4 REBAR); THENCE N77°33'12"E FOR A DISTANCE OF 444.57' TO AN IRON FOUND (#4 REBAR); THENCE N62°44'08"E FOR A DISTANCE OF 164.51' TO AN IRON FOUND; THENCE N10°42'02"W FOR A DISTANCE OF 275.68' TO AN IRON FOUND (#5 REBAR); THENCE N62°44'02"E FOR A DISTANCE OF 222.47' TO AN IRON FOUND (#5 REBAR); THENCE N62°42'13"E FOR A DISTANCE OF 337.87' TO AN IRON FOUND (1" PIPE); THENCE N62°59'38"E FOR A DISTANCE OF 111.05' TO THE POB AND CONTINING 50.712 ACRES MORE OR LESS.

Line Table		
Line #	Length	Direction
L1	58.47	N62°59'38"E
L2	51.45	N84°50'55"W
L3	111.06	S3°57'07"W
L4	80.25	N68°00'18"W
L5	195.46	N68°00'59"W
L6	167.31	N68°29'50"W
L7	164.97	N85°46'41"W
L8	142.64	S81°30'22"W
L9	72.61	N28°59'17"E
L10	154.85	S88°27'45"W
L11	150.00	S88°27'29"W
L12	135.82	S61°26'15"W
L13	203.85	N57°46'17"W
L14	29.15	S65°47'47"W
L15	218.42	S65°44'43"W
L16	164.51	N62°44'08"E
L17	275.68	N10°42'02"W
L18	111.05	N62°59'38"E

CURRENT OWNERS:

SISBRO LLC
9224 TADLOCK DR
INDIAN LAND SC 29707

JOSEPH E, HOWIE TRUSTEE &
AMY D, HOWIE TRUSTEE
8565 CHARLOTTE HWY
INDIAN LAND SC 29707

HOWARD JAMES, HOWIE TRUSTEE &
DIANNA B, HOWIE TRUSTEE
6149 E. MENLO LANE
INVERNESS FL 34452

THE HOWIE FAMILY TRUST
172 GREENSHORE WAY
INDIAN LAND SC 29707

ALTA/NSPS SURVEY
OF PID#'S 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, & 0010-00-052.03
INDIAN LAND
LANCASTER COUNTY, SOUTH CAROLINA

SURVEYED AND MAPPED FOR:
TWO CAPITAL PARTNERS, LLC
3060 PEACHTREE RD NW, SUITE 960
ATLANTA, GA 30305

R. Joe Harris & Associates, Inc.
Engineering & Land Surveying
1186 STONECREST BLVD. TEGA CAY, SC, 29708
Phone: (803) 802-1799

RJH

4833	JOB NO.
9–24–21	DATE
	REVISED
RJH	SURVEYED BY
1"=200'	SCALE
DC	PREPARED B

RJH PROJECT #4776
DATE: 8/16/2022

DEVELOPMENT INFORMATION:

EXISTING ZONING: NB & GB
PROPOSED ZONING: RB-REGIONAL BUSINESS
OVERLAY: HIGHWAY CORRIDOR (PARTIAL
CAROLINA HEELSPLITTER (PARTIAL)

RB ZONING DISTRICT STANDARDS:
MAX. DENSITY: 8 UNITS/ACRE
FRONT SETBACK: 50' (PUBLIC/PRIVATE ROADS)
CORNER SETBACK: 15'
SIDE SETBACK: 15'
REAR SETBACK: 15'
BUILDING HEIGHT: 50'

BUFFERS: AS SHOWN/SPECIFIED

ALLEY/ACCESS RESIDENTIAL LOTS: RESIDENTIAL UNITS MAY FRONT TO IMPROVED OPEN SPACE AND SERVED VIA PRIVATE ALLEY/ACCESS

NON-LIVABLE STRUCTURES MAY ENCROACH INTO THE 25-FT NATURAL GAS SETBACK (EAVES, GUTTERS, PORCHES, STOOPS, AWNINGS, SIDEWALKS, ETC.)

CONCEPTUAL MASTER PLAN:

TOTAL SITE AGREAGE: 50.712 ACRES+/-

RESIDENTIAL ACREAGE: 43.85 ACRES+/-
COMMERCIAL ACREAGE: 6.86 ACRES+/-
(RESIDENTIAL ACREAGE INCLUDES LOCAL ROAD)

TOTAL DWELLING UNITS: 238 UNITS (5.43 DUA)

MFR PARKING: 2 SPACES/UNIT (476 REQUIRED)

CLUBHOUSE & AMENITIES: TBD

MFR PARKING SUMMARY:

SPACES IN GARAGES: 296
SPACES IN DRIVES: 370
GUEST/OVERFLOW: 108
AMENITY PARKING: 44

TOTAL GARAGE/DRIVE/PARKING SPACES: 818

TOTAL SPACES LESS GARAGES: 522

TOTAL LESS GARAGES & AMENITY: 478

R. Joe Harris & Associates, Inc.
Engineering • Planning • Management • Surveying

TWO CAPITAL PARTNERS

REZONING MASTER CONCEPT PLAN | 9224 TADLOCK DRIVE, INDIAN LAND, SC

The Lancaster News

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

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, September 12, 2022, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2022-1814, an ordinance titled **"AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT WITH TWO CAPITAL PARTNERS IN ACCORDANCE WITH UNIFIED DEVELOPMENT ORDINANCE SECTION 9.2.18 FOR A PROPOSED 238-UNIT MULTIFAMILY APARTMENT COMMUNITY WITH COMMERCIAL OUTPARCELS."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on August 24th 2022.

SWORN to before me this 24th day of August, 2022

Ashley Johnson

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

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1811 / Planning Case Number: UDO-TA-2021-2980
Contact Person / Sponsor: Rox Burhans / Development Services Director
Department: Planning
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
The proposed UDO Interim Ordinance creates a project-based approach for rezonings that will provide the County Council and staff with additional options in managing complex development projects. The proposed ordinance creates three new Flexible Zoning Districts (Residential, Non-Residential and Mixed-Use) along with supplementary development standards to help address know issues with the existing UDO.

The proposed Interim Ordinance will place the existing Mixed Use (MX) category of zoning districts into a "legacy status," which will allow existing properties zoned MX to complete their development plans. It will not allow additional properties to be rezoned into a MX category zoning district.

The proposed Interim Ordinance will retain the existing Cluster Subdivision Overlay District for properties zoned Medium Density Residential (MDR) as of the effective date of the UDO Interim Ordinance. Properties rezoned to MDR after the Interim Ordinance effective date will not be able to develop under the Cluster Subdivision Ordinance. The full UDO rewrite project will likely take a more wholistic examination of this district and propose modifications to help improve it.

The proposed Interim Ordinance does not propose any changes to the existing Zoning Map. Applicants wishing to be rezoned to one of the Flexible zoning districts will do so by initiating a site-specific rezoning application. Applicants wishing to be rezoned to a conventional district (MDR, GB, INS, etc.) may continue to do so after adoption of the Interim Ordinance.

At the September 12th Council meeting, staff will provide a brief overview of the proposed ordinance and will address specific topics raised at the July and August Committee of the Whole meetings.

Points to Consider:
Whether or not the County should adopt this ordinance amendment to help improve the regulation of land development projects or wait until the full UDO is rewritten.

Funding and Liability Factors:
N/A

Council Options:
To approve, disapprove, or modify the proposed ordinance amendment.

Recommendation:
The Planning Commission held a public hearing on this matter at their June 2nd meeting and recommended conditional **approval** by a vote of 5 to 1 subject to staff comments.

At the meeting, Commissioners provided feedback the following items:

1. Mixed opinions regarding the need for a Project Introduction Meeting with the Council prior to submittal. If conducted, feedback from meeting should be made public.
2. Thought the amendment would help increase the quality of development and help maintain or enhance existing property values
3. Inquired about relationship to impact fees (no impact to these fees)

4. Sidewalks should be prioritized
5. Wanted to retain ability to execute Development Agreements (no impact to requesting a DA with amendment)
6. Liked the requirement of having amenities in subdivisions
7. Generally regarded the amendment as improving the community

Staff also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1811	9/7/2022	Ordinance
Staff Report	5/20/2022	Executive Summary
Application	5/19/2022	Backup Material
Exhibit 1- UDO Interim Ordinance-August 2022	9/6/2022	Ordinance
UDO Interim Ordinance Use Table-August 2022	9/6/2022	Ordinance
July COW Follow Up Memo	8/5/2022	Backup Material

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2022-1811**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") TO CREATE THREE FLEXIBLE ZONING DISTRICTS (FR, FNR, FMU), TO CONVERT EXISTING MIXED-USE DISTRICTS (UR, HDR, RMX, MX, IMX) TO LEGACY DISTRICTS, AND THE LIMIT APPLICATION OF THE CLUSTER SUBDIVISION OVERLAY DISTRICT (CSO) TO THOSE PROPERTIES ZONED MEDIUM DENSITY RESIDENTIAL (MDR) ON THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section 1. Findings and Determinations.

The Council of Lancaster County ("Council) finds and determines that:

(a) Lancaster County initiated a full rewrite of the Unified Development Ordinance (UDO) in October 2021 to address substantive issues with the UDO, has retained a UDO consultant to assist in the full rewrite of the UDO, and the full rewrite is expected to take another twelve (12) to eighteen (18) months to complete.
(b) Development interest and activity in Lancaster County continues to increase and development project are often presented to the Council that comply with technical requirements of the UDO but do not fully realize the development policy goals of Lancaster County.
(c) To address issues with development standards within the current UDO, Lancaster County directed its UDO consultants to developer an interim ordinance to address some of the larger issues associated with development projects that have been processed with the current UDO.
(d) It is necessary and prudent to amend the UDO with this interim ordinance text amendment prior to the full UDO rewrite to ensure that high quality development projects occur in Lancaster County and that, prior to full UDO rewrite, development projects better achieve the development policy goals of Lancaster County.
(e) The creation of three (3) new Flexible Zoning Districts consisting of Flexible Residential (FR), Flexible Non-Residential (FNR), and Flexible Mixed Use (FMU) provide for inclusion of additional subdivision standards and open space standards that will address significant issues with the current UDO.
(f) The Flexible Zoning Districts in the interim ordinance facilitate the creation of binding development plans that will provide Lancaster County with better tools to achieve high quality development projects and mitigate potential negative impacts of development for the community. Approved development plans will expire if not realized within delineated vested rights time frames of the interim ordinance. Upon expiration of an approved development plan a property owner will retain the approved flexible district zoning designation but will be required to engage in the full review and approval process by

Planning Commission and Council for any resubmission of the project plans or the submission of project plans for a new development project.

(g) The structure of the Flexible Zoning Districts allows greater certainty that a given development project presented to Lancaster County will be constructed in the manner it was presented, while also providing the development community the potential for desired flexibility in project design, subject to County Council approval.

(h) The interim ordinance limits the ability to develop real property using the existing Mixed Use zoning designations and limits the ability to develop real property utilizing the Cluster Subdivision Overlay (CSO) zoning district as both the Mixed-Use zoning designations and the CSO have resulted in end products of development activity that do not fully achieve Lancaster County's development policy goals.

(i) Conversion of the five (5) existing Mixed-Use zoning districts consisting of Urban Residential (UR), Residential Mixed Use (RMX), High Density Residential (HDR), Mixed Use (MX) and Industrial Mixed Use (IMX) to legacy zoning districts is necessary to limit development entitlements to those parcels of real property already zoned as a Mixed-Use zoning district on the effective date of this ordinance, in furtherance of sound land use planning principles.

(j) Limiting the availability of the CSO to properties that are zoned Medium Density Residential (MDR) on the effective date of this ordinance is necessary to limit CSO development entitlements in furtherance of sound land use planning principles.

(k) The proposed interim ordinance makes minor changes to each chapter of the UDO. Many of changes reflect strikeouts of existing text or insertion of new administrative text that must be included or modified for ordinance functionality. The core content of the proposed ordinance occurs in UDO Chapters 2 and 3.

(l) The text amendment is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as applicable provisions of South Carolina Code, Title VI.

(m) Lancaster County Planning Commission considered the proposed text amendment at its meeting on June 2, 2022, and by a 5-1 vote recommended approval of the proposed text amendment interim ordinance with a recommendation that the ability to utilize the CSO be retained for those properties zoned MDR as of the date of the text amendment application. The Commissioner making the dissenting vote was pleased with the ordinance amendment, however, they wished to eliminate the Cluster Subdivision Ordinance entirely with the proposed amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance) is amended as set forth in "Exhibit 1- UDO Interim Ordinance" and "Exhibit 2- Interim Ordinance Use Table" attached hereto and incorporated herein by reference.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	September 12, 2022
Second Reading:	September 26, 2022
Third Reading:	October 10, 2022
Public Hearing:	October 10, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Amend the Unified Development Ordinance (UDO) to create three new Flexible Zoning Districts (FR, FNR, and FMU) and associated standards and processes. A component of this amendment is to convert the five existing Mixed-Use category zoning districts (UR, HDR, RMX, MX and IMX) into legacy districts. This amendment also includes modifications to the Cluster Subdivision Overlay District, which may include significant modification or elimination of said overlay district.
APPLICABLE CHAPTER(S):	Chapters 1, 2, 3, 4, 5, 6, 7, 9, and 10 and Associated Appendices.
APPLICANT:	Lancaster County

PROJECT SUMMARY & PROPOSAL:

Lancaster County initiated a full rewrite of the UDO in October 2021 to address substantive issues with its content. The UDO rewrite project is a 2-year process. In light of the significant development interest in the community and the desire to not entitle projects using an ineffective ordinance, the County directed its UDO consultant (White and Smith) to prepare an interim ordinance for use until the full UDO rewrite is adopted. The interim ordinance will help address more glaring issues associated with larger projects and is not a substitute for the more comprehensive ordinance rewrite.

The interim ordinance will facilitate creation of binding development plans that will provide staff, Planning Commission, and County Council with more tools to achieve higher quality development projects and mitigate potential impacts to the community. The interim ordinance also creates three new Flexible Zoning Districts, which consist of Flexible Residential (FR), Flexible Non-Residential (FNR), and Flexible Mixed Use (FMU). Additional subdivision and open space standards were created to accompany these districts that address major issues with the current UDO.

Applicants wishing to rezone to one of the flexible zoning districts will submit a concept plan, building representations, a terms and conditions document, and a traffic impact analysis. Rezoning approvals to a flexible district will represent approval of a "project" versus approval of a general zoning district. This approach will help create more certainty to ensure that what is approved, is what is constructed. The ordinance also enables applicants to request flexibility from certain UDO standards, subject to County Council approval. Guardrails have been incorporated into the ordinance to prevent inappropriate requests related to increased density and other key standards.

Another element of this UDO amendment is the conversion of the five existing Mixed-Use category zoning districts consisting of Urban Residential, Residential Mixed Use, High Density Residential, Mixed Use, and Industrial Mixed Use into legacy districts. Under the legacy status, the existing districts will remain on the zoning map, however, new rezonings to these districts or expansions of existing districts will be prohibited. Undeveloped properties with Mixed-Use zoning will be permitted to develop under the legacy standards or they may be rezoned to a new district.

The proposed ordinance also includes the elimination or modification of the Cluster Subdivision Overlay District (CSO), which is only applicable in the Medium Density Residential Zoning District (MDR). The following three CSO options have been created for consideration.

1. Retaining the CSO District in its current form; or
2. Elimination of the CSO District; or
3. Retaining the CSO District in its current form for properties currently zoned MDR until full UDO rewrite is complete.

A brief evaluation of the above options is noted below.

CLUSTER SUBDIVISION OPTIONS COMPARISON

Option	Pros	Cons
Retain CSO in Current Form	-Developer friendly approach	-Will entitle development that may be inconsistent with goals -Dilutes purpose of interim ordinance
Eliminate CSO	-Prevents new development that may be inconsistent with goals	-May be unfair to existing MDR zoned property owners
Retain CSO Only for Existing MDR Properties	-Reduces new development that may be inconsistent with goals -More equitable approach to existing MDR property owners	-Will entitle some development that may be inconsistent with goals

OUTLINE OF TEXT AMENDMENT:

See Attachment 2 for proposed ordinance amendment prepared by White and Smith.

The proposed interim ordinance makes minor changes to each chapter of the UDO, which accounts for its 53-page length. Many of the pages in the draft reflect ~~strikeout~~s of existing text or insertion of new administrative text that must be included or modified for ordinance functionality. The core content of the proposed ordinance occurs in UDO Chapters 2 and 3.

Staff will provide its comments on the current draft to the Planning Commission at its June 2, 2022 meeting.

FINDINGS AND CONCLUSIONS:
The proposed text amendment has been found to be consistent 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.

STAFF RECOMMENDATION:
Staff recommends **approval** of the proposed text amendment (subject to comments provided under separate cover).

In regards to the options proposed for the CSO District, staff recommends retaining the district for existing properties zoned MDR as of the date of this text amendment application. This option strikes the best balance between fairness and advancement of the new ordinance.

ATTACHMENTS:
1. Application
2. Proposed Ordinance

STAFF CONTACT:
Rox Burhans, Development Services Director
rburhans@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: UDO Chapters 1, 2, 3, 4, 5, 6, 7, 9, 10, and Appendicies.

Current Text: See Attached

Proposed Text: See Attached

Expansion of original UDO text amendment application 2021-2980.

Description of Need for Proposed Text:

Application by Lancaster County to amend the Unified Development Ordinance to eliminate or modify the Cluster Subdivision Overlay District, reclassify the five Mixed-Use Districts as legacy districts, and to implement three new Flexible Zoning Districts. The proposed ordinance amendment is needed to help better manage complex development projects and ultimately achieve higher quality development.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Lancaster County

Address: P.O. Box 1809

City: Lancaster State: SC Zip: 29721 Phone: 803-416-9422

Fax: Email: planning@lancastersc.net

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.

Dennis E Marstall — Applicant

5/16/22 — Date

N/A — 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 30 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.

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.

INTERIM ORDINANCE: FLEXIBLE DISTRICTS

REVIEW DRAFT 08-29-22

LANCASTER COUNTY, SC

UNIFIED DEVELOPMENT ORDINANCE UPDATE

Review Draft

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OVERVIEW

This proposed approach establishes three Flexible Districts (Residential, Non-Residential, and Mixed Use) to address the County's desire for flexibility and predictability in the rezoning process and for increased collaboration with developers who elect to use this approach in the design of new developments. Each Flexible District is a base zoning district that allows applicants to propose alternative UDO standards to achieve a final result that builds on the code's minimum standards to achieve compliance with the County's Comprehensive Plan and policies.

This document proposes UDO revisions necessary to:

- Implement the Flexible Districts;
- Reclassify the five Mixed-Use Districts as legacy districts; and
- Eliminate the Cluster Subdivision Overlay District for property not zoned Medium Density Residential District (MDR) upon the effective date of this Interim Ordinance.

HOW TO USE THIS INTERIM ORDINANCE

This Interim Ordinance is organized by UDO chapter. Each chapter indicates the nature and extent of proposed revisions within that chapter necessary to effectuate the Flexible Districts, reclassify the five Mixed-Use Districts as legacy districts, and eliminate the Cluster Subdivision Overlay District for property not zoned Medium Density Residential District (MDR) upon the effective date of this Interim Ordinance. The "revisions key" below describes the formatting used for the proposed revisions.

This Interim Ordinance proposes to repeal Chapter 3: *Mixed-Use Districts* in its entirety and replace it with a new Chapter 3: *Flexible Districts*. Chapter 3 includes all provisions for the Flexible Districts, some of which may be relocated to other UDO chapters at a later point in the UDO Update project.

If County Council adopts this Interim Ordinance, the UDO document will be revised to incorporate the revisions proposed herein. These provisions may be revisited during the full UDO rewrite project, based on the County's experience with them in the meantime.

REVISIONS KEY

<Text in brackets and yellow highlight describes the necessary revisions to the referenced Chapter, Section, or Subsection.>

Existing UDO text proposed to remain is shown in plain text.

~~**Text proposed for deletion**~~

Proposed new text

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LANCASTER COUNTY, SC UDO

1 INTRODUCTORY PROVISIONS

<Revise Sections 1.2 and 1.3 as indicated below. No other changes to Chapter 1.>

1.1 LEGAL PROVISIONS

<no changes>

1.2 ZONING MAP

<Revise Subsection 1.2.1.B. as indicated below.>

1.2.1 OFFICIAL ZONING MAP

B. **Overlay Districts:** Certain overlay districts such as the Carolina Heelsplitter Overlay District, Carolina Thread Trail Overlay District, Cluster Subdivision Overlay District, Equestrian Oriented Subdivision Overlay District, Highway Corridor Overlay District, and McWhirter Field Aviation Overlay District are hereby established and incorporated by reference.

1.3 ZONING DISTRICTS

<Revise Subsections 1.3.1, 1.3.2, and 1.3.3 as indicated below.>

1.3.1 GENERAL USE ZONING DISTRICTS

The following general use zoning districts are established and applied to property as set forth on the Official Zoning Map:

Rural Districts

- **AR** Agricultural Residential
- **RR** Rural Residential
- **RN** Rural Neighborhood
- **RUB** Rural Business
- **MH** Manufactured Housing

Special Districts

- **INS** Institutional
- **OSP** Open Space Preservation
- **LI** Light Industrial
- **HI** Heavy Industrial
- **M** Mining

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Transitional Districts	~~Neighborhood Mixed-Use~~ Flexible Districts
• **LDR** Low Density Residential	• ~~UR Urban Residential~~ FR Flexible Residential
• **MDR** Medium Density Residential	• ~~HDR High Density Residential~~ FMU Flexible Mixed Use
• **PB** Professional Business	• ~~RMX Residential Mixed-Use~~ FNR Flexible Non-Residential
• **NB** Neighborhood Business	• ~~MX Mixed-Use~~
• **GB** General Business	• ~~IMX Industrial Mixed-Use~~
• **RB** Regional Business	

1.3.2 OVERLAY DISTRICTS

The following overlay districts are established and applied to property as set forth on the Official Zoning Map:

- **CHO** Carolina Heelsplitter Overlay
- **CTTO** Carolina Thread Trail Overlay
- **CSO** Cluster Subdivision Overlay
- **ESO** Equestrian Oriented Subdivision Overlay
- **HCO** Highway Corridor Overlay
- **MFAO** McWhirter Field Aviation Overlay

Note: Standards for flood damage prevention and river buffers are included in Chapter 8, Natural Resources Protection.

1.3.3 LEGACY DISTRICTS

The following districts ~~is~~ are referred to as ~~a~~ legacy districts:

- **PDD** Planned Development District
- **UR Urban Residential District**
- **HDR High Density Residential District**
- **RMX Residential Mixed-Use District**

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- **MX Mixed-Use District**
- **IMX Industrial Mixed-Use District**

A. ~~**This district**~~ **The PDD** exists in the previous UDO Chapter 2, Zoning Districts and Zoning Map, and will eventually be replaced with a UDO zoning district in 1.3.1. ~~**No new legacy district may be added to the Official Zoning Map, nor may any boundary of an existing legacy district be modified.**~~ Refer to Appendix A, Legacy Planned Development Districts (PDD), for PDD district numbers, names, ordinance numbers, and development agreement ordinance numbers, as applicable.

B. **The Mixed-Use Districts (UR, HDR, RMX, MX, and IMX) were previously regulated by Chapter 3, and were reclassified as Legacy Districts upon adoption of the Flexible District regulations.**

1. **Existing Mixed-Use Districts are subject to the provisions of their associated Development Agreement and rezoning ordinance.**

2. **If an existing Mixed-Use District does not have an associated Development Agreement or Master Development Plan that prescribes specific development standards, a Master Development Plan must be approved** consistent with the legacy Chapter 3 Mixed Use District regulations (Appendix __X_ to the UDO) and in accordance with Chapter 9: *Administration* prior to development."

C. **No new legacy district may be added to the Official Zoning Map, nor may any boundary of an existing legacy district be modified.**

1.4 GENERAL PROVISIONS

<no changes>

2 DISTRICT STANDARDS

<Revise Sections 2.1, 2.2, 2.3, 2.4, and 2.5 as indicated below.>

2.1 INTENT

For the purposes of this ordinance, the various **base** districts have been categorized as ~~**either urban districts as neighborhood mixed-use or rural/suburban districts as**~~ rural, transitional, ~~**and**~~ special**, and flexible** districts. In general, standards and provisions for ~~**urban**~~ **flexible** districts are designed to ~~create walkable, mixed-use environments~~ **foster innovative development** whereas the rural**, transitional,** and ~~**suburban**~~ **special** districts are more reflective of ~~**the existing, primarily automobile-dependent configuration**~~ **traditional development patterns**. In order to implement the intent of this ordinance, there are hereby created several base districts with the designations and general purposes listed under each and the specifically permitted uses, special uses, dimensional standards, and permitted building types included.

Review Draft

2.2 OFFICIAL ZONING MAP

<Revise Subsection 2.2.1.B. as indicated below.>

2.2.1 OFFICIAL ZONING MAP

B. **Overlay Districts:** Certain overlay districts such as the Carolina Heelsplitter Overlay District, Carolina Thread Trail Overlay District, Cluster Subdivision Overlay District, Equestrian Oriented Subdivision Overlay District, Highway Corridor Overlay District, and McWhirter Field Aviation Overlay District are hereby established and incorporated by reference.

2.3 DISTRICTS

In order to maintain existing auto-oriented commercial and industrial areas, and conventionally-developed residential subdivisions, there are hereby continued several base districts with the designations and general purposes listed under each and the specifically permitted uses, special uses, and dimensional standards included. ~~The mixed-use base districts are established to support pedestrian and employment centers in accordance with the adopted Comprehensive Plan.~~

<Delete the rows for the Mixed-Use Districts. Add new rows for Flexible Districts.>

BASE DISTRICT	DESCRIPTION
~~Urban Residential District (UR)~~	~~The Urban Residential District is established to accommodate a variety of housing types in a neighborhood setting with a density of 4 dwellings units per acre. The regulations of this district are intended to provide areas of the community for those persons desiring urban-sized in relatively high density neighborhoods within walking or biking distance from mixed-use centers.~~
~~High Density Residential District (HDR)~~	~~The High Density Residential District is established to serve as a transitional zoning district between rural and urban developments at a density of 8.0 dwelling units per acre. These regulations are further intended to discourage any detrimental effects to the predominately single-family residential areas adjacent to the district that provides for multiple family residential dwellings.~~
~~Residential Mixed-Use District (RMX)~~	~~The Residential Mixed-Use District is intended to provide for mixed-use transitional areas immediately adjacent to or in close proximity of mixed-use centers that permit some limited commercial uses and a wide variety of housing types in pedestrian-scaled, residential-style structures.~~
~~Mixed-Use District (MX)~~	~~The Mixed-Use District is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories.~~

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BASE DISTRICT	DESCRIPTION
~~Industrial Mixed-Use District (IMX)~~	~~The Industrial Mixed-Use District is established to promote the development of mixed-use environments supported by artists, craftsman, and cultural activities and may be in transitional areas previously occupied by industrial development. These areas will accommodate limited commercial and institutional uses, some light industrial uses, and a wide variety of residential uses in order to encourage the redevelopment of existing warehouses and the development of a pedestrian-oriented neighborhood.~~
Flexible Residential (FR)	The Flexible Districts are established to facilitate innovative approaches proposed by developers electing this alternative to create developments that prioritize open space and tree preservation; pedestrian, bicycle, and vehicular connectivity; architectural quality; attractive landscaping; and other Comprehensive Plan policy goals. The Flexible Residential District accommodates residential subdivisions and developments, which may include one or more types of residential uses and non-residential uses commonly located in residential districts.
Flexible Mixed Use (FMU)	The Flexible Districts are established to facilitate innovative approaches proposed by developers electing this alternative to create developments that prioritize open space and tree preservation; pedestrian, bicycle, and vehicular connectivity; architectural quality; attractive landscaping; and other Comprehensive Plan policy goals. The Flexible Mixed Use District accommodates a cohesive mixture of residential and non-residential uses.
Flexible Non-Residential (FNR)	The Flexible Districts are established to facilitate innovative approaches proposed by developers electing this alternative to create developments that prioritize open space and tree preservation; pedestrian, bicycle, and vehicular connectivity; architectural quality; attractive landscaping; and other Comprehensive Plan policy goals. The Flexible Non-Residential District accommodates office, retail, commercial, institutional, industrial, and other non-residential land uses.

2.4 DISTRICT DEVELOPMENT STANDARDS

<Revise Section 2.4 as indicated below.>

The following tables outline the primary development standards for each base zoning district in Lancaster County**, except the Flexible Districts (see Chapter 3)**. For development on infill lots and additions to existing development, the standards in Chapter 1 shall also apply.

<No changes to tables, except Footnote 5 after the last table as indicated below.>

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5. *Subject to approval by the Fire Marshal Office, the height limitations of this ordinance shall not apply to church spires, belfries, cupolas, and domes not intended for human occupancy, monuments, water towers, mechanical penthouses (provided they are set back 20 feet from the front elevation), observation towers, transmission towers, chimneys, smokestacks, tanks, equipment, conveyors, flagpoles, masts, and antennas (provided evidence from appropriate authorities is submitted to the effect that such building or buildings will not interfere with any airport zones or flight patterns). With the exception of water towers, observation towers, transmission towers, and antennas, in no instance shall a non-habitable structure exempted under this section exceed a height of 90-ft or 70-ft when located within 100 feet of a residential use or district.* ~~***Said height exemption for non-habitable structures shall also apply to the UDO Chapter 3 MX Districts subject to Fire Marshal Office approval.***~~ *See Section 4.2.1, McWhirter Field Aviation Overlay District, and Chapter 5, Use Regulations, for additional height limitations related to airports zones and communications towers. (Ord. No. 2019-1608, 11.12.19)*

2.5 USES PERMITTED

<Revise Subsections 2.5.2 and 2.5.3 as indicated below.>

2.5.1 USE CATEGORIES

<no changes>

2.5.2 INTERPRETATION OF USE MATRICES

<Add a new Paragraph D, as follows:>

D. **Uses in Flexible Districts: Uses that may be allowed in the FR, FMU, and FNR Districts are indicated by an asterisk (*) in the Use Table. See Section 3.4: *Use Regulations* (Flexible Districts) for further explanation.**

2.5.3 USE TABLE[1]

<Delete the columns for the Neighborhood Districts (UR, HDR, RMX, MX, IMX). Add columns for FR, FMU, and FNR as follows:>

<Add column for FR and add asterisks (*) in each row under Use Categories A (Residential), except Dwelling – Multifamily Uses; B (Lodging), except Hotel/Motel; E (Civic), except Conference/Convention Center, Private Recreation Facility, and Sports Arena/Stadium; I (Agriculture); J (Infrastructure), except Airstrip/Airport; and K (Other).>

<Add column for FMU and add asterisks (*) in each row in the table (all Use Categories).>

<Add column for FNR and add asterisks (*) in each row under Use Categories B (Lodging); C (Office/Service); D (Commercial/Entertainment); E (Civic); F (Educational/Institutional); G (Automotive); H (Industry/Wholesale/Storage); I (Agriculture); J (Infrastructure); and K (Other).>

[1] A "clean" version of the use table that implements the changes proposed in this Section is provided in a separate document.

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<Add footnote to table clarifying the meaning of the asterisks in the Flexible Districts column, as follows:>

*** = Indicates the use may be allowed. See Section 2.5.2.D: *Uses in Flexible Districts.***

3 FLEXIBLE DISTRICTS

<Repeal existing Chapter 3: *Mixed-Use Districts* and replace with the following.>

3.1 INTENT

3.1.1 PURPOSE

A. This Chapter establishes three Flexible Districts:

1. Flexible Residential (FR);
2. Flexible Mixed Use (FMU); and
3. Flexible Non-Residential (FNR).

B. The Flexible Districts are intended to:

1. Encourage innovative land planning and design;
2. Create well-planned, cohesive developments;
3. Provide flexibility in land development to:
   a. Achieve the applicable goals and policies of the Comprehensive Plan;
   b. Improve the design, character, and quality of new development;
   c. Protect and preserve natural resources and open space;
   d. Improve pedestrian and bicycle mobility;
   e. Promote interconnectivity and consolidation of access drives; and
   f. Minimize land use conflicts and ensure compatibility;
4. Allow the incorporation of emerging best practices into proposed developments, provided the flexibility afforded by this Chapter is consistent with the general spirit and intent of the UDO, is consistent with and accomplishes the policies of the comprehensive plan, and meets a public need; and
5. Create opportunities to exceed minimum development standards.

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3.1.2 FOUNDATIONAL PRINCIPLES

A. The principles in this Subsection shall guide the development of Flexible Districts. These principles are aids in explaining and interpreting this Chapter, and are not separate standards. They will not be used to deny or condition development, but they may be used to explain how the standards are applied.

B. The UDO serves as the basis for standards in a Flexible District. A Flexible District is not intended to waive otherwise applicable UDO requirements.

C. A Flexible District advances the goals described in the Comprehensive Plan, Southern Panhandle Small Area Plan, and RFATS Collector Road policies.

D. Development proposed in a Flexible District is generally expected to incorporate each of the following elements into its design:

1. **Efficient street configuration and traffic calming techniques;**
2. **Vehicular cross access/connectivity between uses within the Flexible District and to the external street network;**
3. **Safe and convenient pedestrian circulation/sidewalks;**
4. **Architectural quality;**
5. **Compatibility with surrounding area;**
6. **Sufficient overflow parking (residential);**
7. **Attractive native landscaping and community aesthetics; and**
8. **High quality open space (quantity, location and design/usability, amenities, tree protection).**

3.2 APPLICABILITY

3.2.1 GENERALLY

The Flexible Districts are available for implementation anywhere in unincorporated Lancaster County.

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3.2.2 MINIMUM THRESHOLDS FOR IMPLEMENTATION[2]

A. Flexible Residential. The Flexible Residential (FR) District may be implemented for proposed development that includes at least 45 dwelling units.[3]

B. Flexible Mixed Use. The Flexible Mixed Use (FMU) District may be implemented for sites that contain at least 45 dwelling units or at least 5 acres.

C. Flexible Non-Residential. The Flexible Non-Residential (FNR) District may be implemented for sites that contain at least 5 acres.

3.3 DEFAULT DISTRICT

A. Each Flexible District Development Plan shall establish a "default district" that serves as the basis for the applicable use, dimensional, and development standards in the Flexible District, as provided in this Section.

1. A Flexible Mixed Use District may establish two or more default districts to effectively accommodate the required mixture of residential and non-residential uses.

2. The Flexible District Development Plan shall establish the areas where each default district applies.

B. The regulations applicable to the default district apply unless modified in the approved Flexible District Development Plan.

C. Table 3.3-1 establishes the allowable default districts for each type of Flexible District.

Table 3.3-1: Allowable Default Districts

FLEXIBLE DISTRICT	ALLOWABLE DEFAULT DISTRICTS
FR	AR, RR, RN, MH, LDR, MDR
FMU	AR, RR, RN, RUB, LDR, MDR, INS, PB, NB, GB, RB
FNR	INS, RUB, PB, NB, GB, RB

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[2] The current Mixed-Use Districts require a minimum of 25 acres. Proposed here is to set minimum thresholds based on acreage or number of dwelling units. Minimum acreage for Flexible Mixed Use and Flexible Non-Residential is proposed at 5 acres to accommodate smaller neighborhood commercial/retail developments.
[3] This is the approximate number of dwelling units that triggers a TIA according to UDO Section 6.8.

3.4 USE REGULATIONS

3.4.1 GENERALLY

A. The land uses allowed in a Flexible District are the same as those specified for the default district(s) in Section 2.5: *Uses Permitted*, as modified by the Flexible District Development Plan (see Subsection 3.9.5), except that residential uses are prohibited in the Flexible Non-Residential District even if allowed by the default district(s). This exception in the Flexible Non-Residential District does not include Residential Care Facilities (6 or more residents) as this use is of an institutional nature.

B. Any principal use not expressly allowed by the default district(s) or the Flexible District Development Plan is prohibited.

3.4.2 ALLOWED USES

A. Flexible Residential District. Allowed uses in a Flexible Residential District should be primarily residential, but may include compatible uses from the allowable use categories specified in Table 3.4.1-1 and included part of an approved Flexible District Development Plan.

B. Flexible Mixed Use District.

1. Allowed uses in a Flexible Mixed Use District must include at least one residential use and one non-residential use.

2. At least 10%[4] and not more than 90% of the net land area in a Flexible Mixed Use District shall be designated for non-residential uses.

a. For the purposes of this Paragraph, "net land area" means the total area of the Flexible Mixed Use District, excluding the Primary Conservation Area and Open Space required by Section 3.6, public and private rights-of-way, and areas used for stormwater or wastewater management.

b. For mixed use developments where residential uses are located above non-residential uses in the same building, the land area for such buildings shall be included as non-residential land area.

C. Flexible Non-Residential District. Residential uses [not including Residential Care Facilities (6 or more residents)] are not allowed in a Flexible Non-Residential District. When the default district proposed for an FNR District allows residential uses, those uses are prohibited in the FNR District.

[4] This minimum percentage of non-residential land area is intended to prevent the inclusion of "token" non-residential uses in order to achieve the maximum density allowed in a Flexible Mixed Use District. At staff's suggestion, the consultant team analyzed the recently approved Exchange development to arrive at this percentage. In the Exchange, approximately 13% of the total land area (and approximately 25% of the developed land area) is devoted to non-residential (retail) uses.

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D. Principal and Temporary Uses.

1. **In addition to the uses allowed by the default district, a Flexible District Development Plan may propose to add one or more uses allowed by Section 2.5.3: *Use Table*.**

2. **Additional uses in a Flexible District shall be selected from the allowable use categories specified in Table 3.4.1-1.**

3. **Section 2.5.3: *Use Table* specifies the uses allowed in each use category. Uses allowed in a Flexible District are indicated by an asterisk (*) in the Use Table.**

Table 3.4.1-1: Allowable Use Categories for Additional Uses in Flexible Districts

FLEXIBLE DISTRICT TYPE	ALLOWABLE USE CATEGORIES
FR	Residential (except Dwelling – Multifamily uses), Lodging (except Hotel/Motel uses), Civic (except Conference/Convention Center, Private Recreation Facility, and Sports Arena/Stadium uses), Educational/Institutional (Schools and Child/Adult Day Care Home (5 or fewer persons) uses only], Agriculture, Infrastructure (except Airstrip/Airport uses), Other
FMU	Residential, Lodging, Office/Service, Commercial/Entertainment, Civic, Educational/Institutional, Automotive, Industry/Wholesale/Storage, Agriculture, Infrastructure, Other
FNR	Lodging, Office/Service, Commercial/Entertainment, Civic, Educational/Institutional (including Residential Care Facility (6 or more residents) uses, Automotive, Industry/Wholesale/Storage, Agriculture, Infrastructure, Other

E. Use Designations. Uses in a Flexible District may be designated as permitted, permitted with review, conditional, special exception, or prohibited.

1. **"Permitted uses" are allowed by-right;**

2. **"Permitted with review uses" require compliance with the use conditions specified in Chapter 5: *Use Regulations;***

3. **"Conditional uses" require compliance with the use conditions specified in Chapter 5: *Use Regulations* and all requirements specified in Subsection 9.2.16: *Conditional Use*;**

4. **"Special exception uses" require compliance with the use conditions, if any, specified in Chapter 5: *Use Regulations* and all requirements specified in Subsection 9.2.13: *Special Exceptions (SE)*; and**

5. **"Prohibited uses" are not allowed in a Flexible District.**

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3.5 DENSITY

A. Maximum residential density allowed in a Flexible Residential or Flexible Mixed Use District is based on the type of Flexible District and default district proposed (see Table 3.5-1: *Maximum Density in Flexible Residential and Flexible Mixed Use Districts*).

B. For the purposes of this Section, "base density" is the number of dwelling units per acre allowed by-right in a Flexible District. County Council may approve additional density, up to the maximum specified in Table 3.5-1, through the Flexible District rezoning process.[5] County Council may consider approving additional density when one or more of the following criteria are met:

1. The development is located near a major employment area;
2. The development includes housing designated for persons aged 55 and above;
3. The development includes housing designated for households with a median household income of 80% or less of the Area Median Income (AMI);
4. The development includes more useable open space than required by Subsection 3.7.2: *Minimum Amount and Location of Open Space*; and
5. The development includes residential and/or non-residential buildings featuring enhanced architectural design that exceed minimum UDO standards; and
6. The development includes a public amenity or improvement, such as a school, library, or recreation facility.

C. In any case, a Flexible District is limited to the maximum residential density specified in the approved Flexible District Development Plan.

D. Density is calculated using the gross site acreage of the proposed Flexible District.

Table 3.5-1: Maximum Density in Flexible Residential and Flexible Mixed Use Districts

Flexible District Type	Default District	Density (base)	Density (max, subject to County Council approval)
Flexible Residential	AR, RR, RN, MH	1.0 du/ac	No Increase Permitted
	LDR	1.5 du/ac	No Increase Permitted

[5] The proposed base densities in the Flexible Residential District align with the current densities in the specified default districts. The proposed base densities for an FMU with a default commercial or industrial district and the maximum densities for all default districts align with the density ranges specified in the Comprehensive Plan, Appendix A: *Community Types*.

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Table 3.5-1: Maximum Density in Flexible Residential and Flexible Mixed Use Districts			
Flexible District Type	Default District	Density (base)	Density (max, subject to County Council approval)
	MDR	2.5 du/ac	No Increase for detached single-family residential dwellings; 8.0 du/ac for townhomes and other attached dwellings
Flexible Non-Residential (Residential Care Facilities)*	RUB, NB, GB, INS, RB	16 du/ac	No Increase Permitted
Flexible Mixed Use	AR, RR, RN, RUB	1.0 du/ac	No Increase Permitted
	LDR	1.5 du/ac	No Increase Permitted
	MDR	2.5 du/ac	No increase permitted for detached single-family residential dwellings 8.0 du/ac for townhomes and other attached dwellings; 9.0 du/ac for multi-family dwellings
	INS	4.0 du/ac	No Increase Permitted
	PB, NB, GB	6.0 du/ac	12.0 du/ac
	RB	8.0 du/ac	12.0 du/ac

Key: max = maximum allowed | du/ac = dwelling units per acre
*No increase in density permitted for Residential Care Facilities in any Flexible District

3.6 PARKING

Parking for uses in a Flexible District shall be provided in accordance with Section 7.2: *Parking and Driveways* unless modified by the Flexible District Development Plan. All required parking for uses located in the Flexible District shall be accommodated within the boundaries of the district.

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3.7 PRIMARY CONSERVATION AREA AND OPEN SPACE[6]

3.7.1 PRIMARY CONSERVATION AREA

A. Primary Conservation Area includes those areas that cannot otherwise be built upon or improved and therefore would be preserved in a conventional development.

B. Primary Conservation Area may include wetlands, surface waters, intermittent stream channels, floodplains, land with steep slopes (greater than 15%), and historically or archaeologically significant areas.

C. Primary Conservation Area may count as up to 50% of the minimum required amount of open space in a Flexible District.

3.7.2 MINIMUM AMOUNT AND LOCATION OF OPEN SPACE

A. Minimum Amount of Open Space.

1. Each Flexible District shall reserve, in perpetuity, the amount of open space required by Table 3.7.2-1.

Table 3.7.2-1: Minimum Amount of Open Space Required in Flexible Districts

DISTRICT	MINIMUM AMOUNT OF OPEN SPACE REQUIRED
FR	25%
FMU	15%
FNR	10%

2. The calculation of the minimum amount of required open space is based on the total acreage of the Flexible District minus the acreage of Primary Conservation Area. The calculation is represented by the following equation:

TOS = (TFD – PCA) * OSP

ABBREVIATION	MEANING
TOS	Total Open Space Required (acres)
TFD	Total Flexible District (acres)
PCA	Primary Conservation Area (acres)
OSP	Open Space Percentage (per Table 3.7.2-1)

B. Location of Open Space.

[6] These standards are included for "interim" purposes. We anticipate revisiting open space requirements during the full rewrite process of a new UDO Open Space chapter.

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1. Open space areas should be prominently placed and serve as focal points in the development.

2. Usable open space shall be located in areas readily and conveniently accessible to lots and buildings in the Flexible District.

3. **Open space areas shall be contiguous to the extent practicable when not restricted by topography, existing water bodies, and other natural features.**[7]

3.7.3 COMPOSITION OF OPEN SPACE

A. Types of Open Space. Required open space may include natural areas, passive parks, and active recreation areas.

B. Open Space Improvements Required. In general, usable open space areas should be improved with landscaping and passive amenities such as gathering and seating areas, picnic areas, and similar improvements. Active amenities shall be provided in accordance with 3.7.3.C, below.

C. Active Amenities Required.

1. To ensure that open space is functional and usable, one or more open space areas shall contain active amenities such as gazebos, seating areas, an improved surface trail network, docks, dog parks, sports courts, improved sports fields, playgrounds, clubhouses, water features, public art, improved community gardens, or other similar focal feature that enhances the development and serves as a gathering area.

2. The Flexible Development Plan may include major amenity features not otherwise required by the UDO that may count as more than one required amenity feature.

3. The required amenities within the non-residential areas of an FNR and/or FMU District may vary from the standards in Section C.1 in recognition of the different character of a non-residential or mixed-use open space environment.

4. Amenities shall be provided in the amount required by Table 3.7.3-1.

Table 3.7.3-1: Minimum Number of Active Amenities Required*

FLEXIBLE DISTRICT	SIZE	NUMBER OF ACTIVE AMENITIES REQUIRED
FR	45 to 75 du	1
	76 to 149 du	2
	150 or more du	3 + 1 per each 75 additional du
FMU (Residential Uses)	45 to 75 du	1

[7] Carried forward from UDO Section 4.4.1.F.5. (Cluster Subdivision Overlay).

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Table 3.7.3-1: Minimum Number of Active Amenities Required*		
FLEXIBLE DISTRICT	**SIZE**	**NUMBER OF ACTIVE AMENITIES REQUIRED**
	76 to 149 du	2
	150 or more du	3 + 1 per each 75 additional du
FMU (Non-Residential Uses)	99 or fewer parking spaces	1
	100 to 199 parking spaces	2
	200 or more parking spaces	3 + 1 per each 100 additional parking spaces
FNR	99 or fewer parking spaces	1
	100 to 199 parking spaces	2
	200 or more parking spaces	3 + 1 per each 50 additional parking spaces

Key:
1. du = dwelling units
2. *Maximum number of required amenities is 6 for all use types.

5. In addition to the amenities specified in Table 3.7.3-1, each Flexible Residential or Flexible Mixed Use District that includes more than 250 dwelling units shall include a neighborhood amenity center. A neighborhood amenity center shall include at least three of the following amenities:

   a. Fitness center with fitness equipment;

   b. Swimming pool;

   c. Playground;

   d. Indoor or outdoor putting green or sports court, such as basketball, tennis, pickleball, or bocce court;

   e. Indoor recreation or game room containing features such as billiards tables, game tables, and video game consoles;

   f. Theater or movie viewing area;

   g. Common cooking or dining facility;

   h. Outdoor kitchen and lounge area; and

   i. Bicycle workshop and storage area.

6. Dimensions of Amenity Areas. To ensure amenity areas are accessible and usable for recreation purposes, all required amenity areas shall be at least 30 feet in width and 30 feet in depth, except for trails which shall be at least 5 feet in width.

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3.8 RESIDENTIAL SUBDIVISION STANDARDS

3.8.1 APPLICABILITY

This Section applies to all subdivisions containing detached single-family residential dwellings, two-family dwellings, and/or townhome dwellings.

3.8.2 VARIETY OF LOT SIZES[8]

A. When a Flexible District Development Plan proposes a reduction in minimum lot area or width for detached single-family residential lots in a Flexible Residential or Flexible Mixed Use District, individual lots shall vary in size and layout.

1. No more than 51% of the detached single-family residential lots in a Flexible Residential or Flexible Mixed Use District shall have a single designated lot width. Each designated lot width shall vary at least 20 feet from other designated lot widths. For example, if 51% of lots require a minimum width of 65 feet, the remaining 49% of lots must have a minimum width of at least 45 or 85 feet.

3.8.3 FRONT SETBACKS

A. When the parking area for a single-family detached dwelling is accessed from the front of the lot, the minimum front setback is 40 feet.

B. When the parking area for a dwelling is accessed from the rear of the lot (i.e., via an alley), the minimum front setback is the same as the default district or as modified in the Flexible District Development Plan.

3.8.4 OVERFLOW PARKING AREAS

A. Overflow parking areas with perimeter screening shall be disbursed throughout the development.

B. Overflow parking shall be provided at a rate of at least one parking space:

1. For each 10 single-family detached dwellings;

2. For each five two-family dwellings; and

3. For each five townhome dwelling units.

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[8] Carries forward the Cluster Subdivision Overlay District requirement for a variety of lot sizes (UDO Section 4.4.1.D).

3.8.5 ROADSIDE BUFFER[9]

A. A semi-opaque buffer with a minimum width of 50 feet is required along the frontage of all existing public streets. The buffer shall consist of trees, shrubs, and ground cover. A minimum of 25% of the trees and 75% of the shrubs shall be evergreens.

B. The Flexible District Development Plan may include requests for a buffer reduction in the non-residential portions of the FNR and FMU Districts that front existing public streets. If a reduction is approved, in no instance shall the buffer be reduced to less than 25-ft.

C. Existing trees and natural vegetation shall be retained wherever possible and shall count towards meeting the buffer requirements. Where there is insufficient natural vegetation to provide a visual buffer for principal structures, plantings shall be installed by the developer.

D. Ingress/egress to the property is allowed within the perimeter buffer, as well as utility easements and sidewalks.

3.8.6 TRAIL SYSTEM

A. A trail system with an improved surface at least 5 feet in width is required as an open space amenity.

B. The trail system shall be integrated throughout the development, with access convenient to all lots in the development.

3.9 FLEXIBLE DISTRICT REZONING PROCEDURE

3.9.1 APPLICABILITY

This Section applies to all applications to amend the Zoning Map to the Flexible Residential District, Flexible Mixed Use District, or Flexible Non-Residential District and applications for modifications to an approved Flexible District.

3.9.2 PROCESS TYPE

The Flexible District rezoning procedure is a legislative procedure requiring approval by County Council as specified in this Section.

3.9.3 INITIATION AND NEIGHBORHOOD MEETINGS

A. Applicant Eligibility.

[9] Carries forward the Cluster Subdivision Overlay District requirement for a perimeter buffer (UDO Section 4.4.1.I.8).

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1. A Flexible District rezoning application may be submitted by the owner of the property proposed for rezoning, or the owner's agent.

2. If the property subject to the rezoning application has more than one owner, the application for rezoning must be filed jointly by all the owners, or their agents.

B. Pre-Application Conference With UDO Administrator.[10] Prior to submittal of a Flexible District rezoning application, the applicant shall meet with the Administrator to discuss the proposed development plan. The purpose of this conference is to provide clarification and assistance in the preparation and submission of the rezoning application.

C. Project Introduction Session With County Council.

1. Following the pre-application conference and prior to application submittal, the applicant shall participate in a project introduction session with the Council Committee of the Whole or other designated County Council subcommittee.

2. The purpose of this session is for staff and the applicant to share conceptual information about the proposed development with the Council subcommittee and respond to questions.

3. This session is for discussion purposes and to provide Council and the public with an early project introduction. The Council subcommittee shall not take any action regarding the proposed development. Questions asked or comments made by the Council subcommittee shall not be construed as a development approval, condition of approval, denial, or an obligation to take a particular course of action.

4. At least 10business days prior to the project introduction session, the applicant shall submit to the Administrator a memorandum describing the proposed development.

D. Sketch Plan Review.

1. Following the project introduction session and prior to application submittal, the applicant shall submit to the Administrator a Sketch Plan that meets the requirements specified in UDO Section 9.2.5 B.

2. The provision of a Sketch Plan will allow the Administrator an opportunity to review the proposal before the applicant expends funds on the preparation of a detailed Flexible District Development Plan.

E. Neighborhood Meetings.

1. Following application submittal and at least 30 days prior to the Planning Commission public hearing, the applicant shall hold at least two public

[10] This paragraph carries forward UDO Subsection 9.2.9.B.3. with minor revisions.

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meetings to obtain public input on the proposed Flexible District in accordance with UDO Section 9.2.4.D.

2. The applicant shall conduct at least one meeting during the day (between 9 a.m. and 3 p.m.) and at least one meeting during the evening (between 5 p.m. and 7 p.m.).

3. Neighborhood meetings shall have a minimum duration of one hour in order to provide sufficient time for community input.

4. All reasonable efforts shall be employed to host the meeting near the property subject to the rezoning application.

3.9.4 REQUIRED APPLICATION MATERIALS

A. Generally. Each Flexible District rezoning application shall include the required form (available from the Development Services Department) and all information listed in this Subsection, as applicable for the proposed development. The Administrator may approve exemptions to one or more submittal requirements when an applicant demonstrates such requirement(s) is not applicable or relevant to the proposed Flexible District.

B. Neighborhood Meetings Report.

1. A complete Flexible District application includes a detailed summary of all neighborhood meetings held to receive public input on the proposed Flexible District, including:

   a. A description of the how the applicant advertised the meetings;

   b. The date, time, and location of each meeting;

   c. The total number of attendees at each meeting;

   d. Names and contact information for all meeting attendees willing to provide this information;

   e. A summary of comments received; and

   f. A description of how the Flexible District Development Plan intends to incorporate and address neighborhood input.

2. Pursuant to Section 3.9.3.D, neighborhood meetings must occur after application submittal. As such, the neighborhood meetings report is submitted separately from the remainder of the application. The report may be submitted at any time following the neighborhood meetings, but shall be submitted at least 14 days prior to the Planning Commission public hearing.

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C. **Site Analysis and Existing Conditions. A complete Flexible District application includes a Site Analysis as described in UDO Section 9.2.5 A. and a map of existing site conditions[11] including:**

1. **Existing zoning classification of subject property and adjacent properties;**
2. **Property lines and required setbacks (dimensioned);**
3. **Location, width, and purpose of all existing easements on subject property;**
4. **Location and dimension of all existing structures on the subject property;**
5. **Location of all existing driveways, parking areas and total number of existing parking spaces on subject property;**
6. **Abutting street right-of-way width;**
7. **Location of all existing structures, driveways, and parking areas within 300 feet of the subject property's boundary;**
8. **Existing water bodies (lakes, rivers, creeks, wetlands, etc.) on subject property;**
9. **Location of existing tree lines and wooded areas on the subject property;**
10. **Size and location of existing utilities within adjacent right-of-way and easements serving subject property; and**
11. **Location of all existing surface water drainage facilities on subject property.**
12. **Existing topographic contour features reflecting 2-ft contour intervals**

D. **Flexible District Development Plan. A complete Flexible District application includes a Flexible District Development Plan prepared in accordance with Subsection 3.9.5: *Flexible District Development Plan.***

E. **Transportation Impact Analysis (TIA). A complete Flexible District application includes a TIA if the proposed development meets the threshold specified in UDO Section 6.8: *Transportation Impact Analysis (TIA).***

F. **Additional Application Materials. A complete Flexible District application includes the following components, if applicable for the proposed development:**

1. **Phasing Plan, if the application proposes to phase the development;**
2. **Parking demand study, if the application proposes to reduce the minimum parking ratios specified in UDO Subsection 7.2.4;**

[11] Applicants are currently required to depict these existing conditions on Master Development Plans for the Mixed-Use Districts (UDO Section 9.2.9.B.4.).

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3. Shared internal parking plan, if the application proposes certain land uses share required parking spaces;

4. Development Agreement, if proposed; and

5. Legal agreements necessary to effectuate the Flexible District requirements (e.g., maintenance agreements; covenants, conditions, and restrictions).

3.9.5 FLEXIBLE DISTRICT DEVELOPMENT PLAN

A. Generally

1. Each Flexible District is regulated through its own unique Flexible District Development Plan, which specifies the use regulations and dimensional and development standards that apply in the particular district. Where not modified by the Flexible District Development Plan or specified in the UDO for the Flexible District type, the standards applicable to the default district(s) apply.

2. The Terms and Conditions Document, Conceptual Plan, and Master Architectural Plan together constitute the Flexible District Development Plan.

3. A Flexible District Development Plan shall not propose to:

a. Limit, expand, or change the scope of the applicant's vested rights as provided by law;

b. Modify any standards or requirements of this Chapter 3, except the provisions in Paragraph 3.8.2.B: *Variety of Lot Sizes* and Paragraph 3.8.4.B: *Overflow Parking*;

c. Reduce side setbacks for detached single-family residential uses to less than 7.5 feet;

d. Reduce or diminish open space requirements;

e. Reduce the minimum parking ratios specified in UDO Subsection 7.2.4, unless the applicant submits a parking demand study that clearly demonstrates the proposed reduction is expected to produce a sufficient number of parking spaces for the proposed use;

f. Alter the Building Code;

g. Alter the provisions in Chapter 8 related to Stormwater Management and to Sediment and Erosion Control; or

h. Alter the standards applicable for:

(1) The McWhirter Field Aviation Overlay District (UDO Subsection 4.2.1);

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(2) The Carolina Heelsplitter Overlay District (UDO Subsection 4.2.2);

(3) Tree protection (UDO Subsection 7.1.2);

(4) Signs (UDO Section 7.4);

(5) Environmentally sensitive lands (UDO Section 8.6);

(6) Administration and procedures (UDO Chapter 9); or

(7) Definitions (UDO Chapter 10).

B. Terms and Conditions Document

1. The Terms and Conditions Document shall include, at a minimum, all of the following:

a. The intent of the proposed development;

b. Relationship of the proposed development to the Comprehensive Plan;

c. The default district(s) that serves as the basis for the applicable use, dimensional, and development standards in the Flexible District (see Section 3.3: *Default District*) and, for a Flexible Non-Residential District, a statement that residential uses are prohibited even if allowed by the default district(s);

d. A summary table listing each chapter or section of the UDO and whether variations are proposed to one or more standards in that chapter or section;

e. Use regulations, if modifications to the use regulations applicable to the default district are proposed;

f. Dimensional standards, if modifications to the use regulations applicable to the default district are proposed:

(1) Setbacks;

(2) Height;

(3) Lot coverage;

(4) Lot size and width;

(5) Maximum use size, as applicable;

(6) Building floor area (minimum and/or maximum), as applicable; and

(7) Use separation requirements;

g. Maximum residential density;

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h. Landscaping and screening standards;

i. Parking and loading standards;

j. Outdoor lighting standards;

k. Sidewalk and walkway requirements;

l. Road improvement standards;

m. Open space standards;

n. The anticipated build-out schedule. and

o. Architectural standards

C. Conceptual Plan. The Conceptual Plan includes, at a minimum:

a. Location map clearly showing the roads adjacent to the proposed development;

b. General street and lot layout;

c. General location of pedestrian system;

d. General location of land uses and approximate

acreage devoted to each type of land use;

e. General location and acreage of open space;

f. Square footage or acreage of Primary Conservation Area;

g. Location, number, and type of amenities in open space areas; and

h. As applicable:

(1) Locations where each default district applies, if the Flexible District Development Plan proposes more than one default district;

(2) Total number and type of dwellings;

(3) Residential density;

(4) Total floor area of non-residential buildings; and

(5) Total size of non-residential use areas located outside of a building.

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D. Master Architectural Plan.[12] The Master Architectural Plan should reflect the use of architectural grade masonry materials (e.g., brick or stone), the creation of highly articulated façades, and the minimal use of vinyl siding for wall cladding. The Plan shall include, at a minimum:

1. **Elevations depicting the typical architectural style and/or elements of each side of all building types (industrial, office, retail, residential, etc.);**
2. **Permitted and prohibited exterior building cladding materials, including material colors for all building types except attached and detached single-family dwellings;**
3. **Minimum glazing standards, including glass transparency ratios, for all building types except detached single-family dwellings; and**
4. **Roof style(s).**

3.9.6 PUBLIC NOTIFICATION

A. Flexible District rezoning applications require Level 1, 2, and 3 public notifications.

B. Required notice shall be provided in accordance with the provisions in Subsection 9.2.4: *Public Notification*, except that Level 3 mailed notices shall be provided to:

1. **All owners of property located within 500 feet of the property subject to the Flexible District Rezoning Application; and**
2. **All property owner associations associated with properties located within 500 feet of the property subject to the Flexible District Rezoning Application.**

3.9.7 APPROVAL PROCESS

A. Completeness Review. Following submittal of a Flexible District application, the Administrator shall conduct a completeness review in accordance with UDO Section 9.2.2.C.

B. TRC Review.[13] The TRC shall review all complete Flexible District rezoning applications.

C. Administrator Report. Following the TRC review, the Administrator shall schedule the matter for a public hearing before the Planning Commission.

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[12] These requirements are slightly different from the five items listed under Building Details in UDO Section 9.2.9 B. This list excludes "elevation views of building additions," as it's unclear how that differs from "typical elevation views of all sides of each building type." This list provides more specificity for the "building materials" requirement. "Gross and net floor area" is listed under 3.6.3.A.9, above.

[13] This paragraph carries forward current text in UDO Section 9.2.9.B.5., and revises to require the Administrator to conduct the required completeness review (rather than the TRC) in accordance with Section 9.2.2.C.

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D. Planning Commission Review and Recommendation.

1. **The Planning Commission shall conduct a public hearing to receive public input on the application.**

2. **The Planning Commission shall provide a recommendation to County Council for approval, approval subject to specific conditions or modifications, or disapproval of the application within 30 days[14] of its first consideration on the matter.**

3. **A recommendation for disapproval of the application shall not preclude consideration or approval of the application by the County Council.**[15]

E. County Council Decision.[16] **Following receipt of the TRC's report and the Planning Commission's recommendation, the County Council shall conduct a public hearing on the application. The County Council may:**

1. **Refer the application back to the Planning Commission for further consideration;**

2. **Approve the proposed Flexible District;**

3. **Approve the proposed Flexible District with modifications; or**

4. **Disapprove the proposed Flexible District.**

3.9.8 APPROVAL CRITERIA

A. In reviewing a Flexible District rezoning application, the Planning Commission and County Council shall consider the following factors:

1. **The relationship of the proposed Flexible District to the Comprehensive Plan and Future Land Use Map, Southern Panhandle Small Area Plan, and RFATS Collector Street Plan;**

2. **The compatibility of allowed uses in the proposed Flexible District with surrounding land uses and zoning districts;**

3. **The compatibility of the scale of the proposed Flexible District with surrounding land uses and zoning districts;**

4. **The adequacy of existing and planned infrastructure (e.g., roads, water, sewer) to serve the proposed Flexible District and surrounding areas; and**

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[14] UDO Section 9.2.15 B.3. requires the Planning Commission to provide its recommendation on a proposed rezoning to County Council "within 35 days of its first consideration on the matter." Proposed here is to reduce that timeframe to 30 days for consistency with S.C. Code § 6-29-760(A).

[15] Carries forward current text in UDO Subsection 9.2.15.B.3.

[16] This paragraph carries forward, with minor revisions, County Council's current process for Text Amendments and Rezonings in UDO Subsection 9.2.15.C.2.

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5. The availability of public facilities and services (e.g., police, fire, emergency medical services, schools, libraries) to serve the proposed development.

B. The Planning Commission and County Council may consider other factors relevant to compliance with the provisions of this Chapter, the UDO, and the Comprehensive Plan.

3.9.9 SCOPE OF APPROVAL

A. Approval of a Flexible District rezoning application authorizes the applicant to proceed with the next applicable permitting phase.

B. Within 60 days of approval of a Flexible District rezoning application, the applicant shall record the Flexible District Development Plan and the associated rezoning ordinance with the Lancaster County Register of Deeds Office. This helps ensure future property owners in the Flexible District are aware of the applicable regulations.

C. All development that occurs within the Flexible District shall conform to:

1. The rezoning ordinance adopted by County Council that establishes the Flexible District;

2. The Flexible District Development Plan;

3. The UDO standards applicable to the Flexible District, as applicable and where not modified by the Flexible District Development Plan; and

4. All other applicable County ordinances.

D. Where applicable provisions conflict, the following order of control applies:

1. The Flexible District Terms and Conditions document;

2. The Flexible District Conceptual Plan;

3. The Flexible District Architectural Plan; and

4. The UDO (if amended after approval of the Flexible District rezoning, then the amended version of the UDO applies).

3.9.10 MODIFICATIONS

A. Minor Modifications.

1. The Administrator may approve administrative modifications to an approved Flexible District. However, the Administrator may refer a modification request for review and action as a moderate or major modification upon written findings that the nature, scale, and impact of the request sufficiently warrant County Council review.

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1. **"Minor modifications" are incidental changes 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 Conceptual Plan and not to a specific development standard set forth within the Terms & Conditions Document. The Administrator shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.**

B. Moderate Modifications.

1. **County Council may approve moderate modifications to an approved Flexible District following a public hearing (with Level 1 and 2 public notice).**

2. **"Moderate modifications" do not alter the overall intent and characteristics of the Flexible District, create no adverse impacts on adjacent uses or public services and facilities, are not caused by environmental features, are not adaptations to comply with regulatory requirements, and are not considered by the Administrator to be incidental changes.**

C. Major Modifications.

1. **All modifications to an approved Flexible District that are not considered minor or moderate as defined in Paragraphs 3.9.10 A. and B, above, are considered major.**

2. **Major modifications require review by the Planning Commission and County Council through the Flexible District Rezoning Procedure specified in this Section 3.9. This requires the applicant to submit a new application, including fee payment, participate in another pre-application conference and project introduction session, and conduct additional neighborhood meetings.**

3. **A major modification also includes reclassification of one type of Flexible District to another (e.g., to change from a Flexible Non-Residential District to a Flexible Mixed Use District).**

3.9.11 RESUBMITTAL OF DISAPPROVED APPLICATIONS

When County Council disapproves a Flexible District rezoning application, the County shall not accept the same Flexible District rezoning application affecting the same property or portion thereof within the next 12 months after disapproval.[17] **However, the County may accept a rezoning application for a different Flexible District or another zoning district at any time following disapproval of the original Flexible District rezoning application.**

[17] Current UDO Subsection 9.2.15.D. requires a 12-month waiting period for text amendment and rezoning applications.

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4 OVERLAY DISTRICTS

<Revise Subsections 4.1.2, 4.4.1, and 4.4.2 as indicated below. No other changes to Chapter 4.>

4.1 GENERAL PROVISIONS

4.1.1 DISTRICT INTENT STATEMENTS

<no changes>

4.1.2 OVERLAY DISTRICTS DESCRIPTIONS

<Delete Row A. Cluster Subdivision Overlay (Character Protection Overlays)>

4.2 ENVIRONMENTAL OVERLAYS

<no changes>

4.3 CORRIDOR OVERLAYS

<no changes>

4.4 CHARACTER PROTECTION OVERLAYS

<Revise the first paragraph in Subsection 4.4.1: *Cluster Subdivision Overlay District* (CSO) as follows. No other changes. >

The Cluster Subdivision Overlay District, is hereby established. Cluster subdivisions are residential developments which offer an alternative to traditional subdivision design, with the ~~**principle**~~ **principal** purpose being to encourage open space in medium density residential districts. Cluster subdivisions shall be designed using a site planning technique that concentrates buildings and structures to the most buildable areas of a site in order to preserve the remaining area as open space for recreation and preservation of significant site features. Reductions below the minimums otherwise required by the UDO for lot area, lot width, and setbacks are allowed within a CSO, and such reductions are only permissible within a CSO. By preserving open space, a cluster subdivision will provide another tool by which the County **may** preserve its rural character **as provided for in the comprehensive plan**. Cluster subdivisions are permitted **only** ~~**in moderate density single family residential districts, specifically,**~~ **for properties zoned** Medium **Density** Residential District **on or before the date of adoption of the Flexible Districts Interim Ordinance (TBD, 2022)**. Cluster subdivisions are not permitted in any other zoning districts. Development of a Cluster Subdivision requires submission of a Development Agreement (see UDO 9.2.18). (Ord. No. 2019-1623, 12.9.19) The following general provisions apply to the Cluster Subdivision Overlay District:

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5 USE REGULATIONS

<Delete all references to the Mixed-Use Districts, which appear throughout Chapter 5. Add a new Subsection 5.1.5 as indicated below and re-number Subsection 5.1.5: *Conflict With Other Regulations* as Subsection 5.1.6.>

5.1 APPLICABILITY

5.1.1 PERMITTED WITH REVIEW (PR)

<no changes>

5.1.2 CONDITIONAL USE (CU)

<no changes>

5.1.3 SPECIAL EXCEPTION (SE)

<no changes>

5.1.4 SEPARATION REQUIREMENTS

<no changes>

5.1.5 USES IN FLEXIBLE DISTRICTS

<Add the following text:>

A. **The land uses allowed in a Flexible District are the same as those specified in Section 2.5: *Uses Permitted* for the Flexible District's default district, as modified by the Flexible District Development Plan (see Subsection 3.9.5). In addition to the uses allowed by the default district, a Flexible District Development Plan may propose to add one or more uses allowed by Section 2.5.3: *Use Table*.**

B. **All uses in a Flexible District that are designated as "Permitted With Review," "Conditional," and "Special Exception" are subject to the use regulations in this Chapter 5, unless modified by the Flexible District Development Plan.**

5.1.6 CONFLICT WITH OTHER REGULATIONS

<No changes, except to re-number as Subsection 5.1.6.>

6 SUBDIVISION AND INFRASTRUCTURE STANDARDS

<Revise Subsection 6.4.4 and Section 6.13 B., as indicated below. No other changes to Chapter 6.>

6.4.4 TRANSIT CONNECTIONS AT PEDESTRIAN AND EMPLOYMENT CENTERS

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Projects located within Pedestrian and Employment Centers on the Future Land Use Map ~~and for projects within mixed-used districts~~ shall be reviewed by the Technical Review Committee (TRC) for the identification of well-located spaces for future potential transit needs.

6.13 ROADS, BRIDGES, AND PUBLIC WAYS

B. Roads within a planned development district/mixed-use districts, **a Flexible District,** a residential subdivision, or other developments that are identified and created through the submission of a preliminary plat after January 1, 2015, will be private. Subject only to the specific exception noted below, the approval process for these roads shall have the following two requirements:

7 GENERAL DEVELOPMENT STANDARDS

<Revise Sections 7.1, 7.2, 7.3, and 7.4 as indicated below.>

7.1 LANDSCAPING AND SCREENING

<Revise Subsections 7.1.1, 7.1.3, and 7.1.4 as indicated below.>

7.1.1 TREE PROTECTION AND APPLICABILITY MATRIX

<Revise the key below the image in Subsection 7.1.1.A. No other changes to 7.1.1.>

A. REQUIRED SITE LANDSCAPING AREAS

The diagram below is intended to provide guidance by illustrating the type of landscaping areas and buffer yards required by this chapter. This diagram is not inclusive of the required landscaping and buffer areas for all development applications.

[IMAGE]

1. Building perimeter landscaping (PB, NB, GB, and RB Districts only)

2. Commercial building (PB, NB, GB, RB Districts)

3. Planting strip (5-foot minimum width) and sidewalk

4. Parking areas

5. Mixed-use buildings ~~*(RMX, MX, IMX Districts)*~~

6. Watercourse buffer (not applicable)

7. Required buffer yard

8. Single family detached residential lots (AR, RR, RN, LDR, MDR, ~~*UR, RMX*~~ *Districts)*

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7.1.2 TREE PROTECTION ON PRIVATE PROPERTY

<no changes>

7.1.3 STREET TREE AND BUILDING PERIMETER PLANTINGS

<Revise Subsection 7.1.3 as indicated below. No other changes to 7.1.3.>

It is the desire of the County to maintain tree-lined, pedestrian-friendly streets specifically in ~~**Mixed-Use**~~ **Flexible** Districts and in Transitional and Special Districts. Street trees shade the pedestrian realm of the street, encourage cars to move more slowly, improve pedestrian safety by creating a buffer between the moving cars and the sidewalk, absorb stormwater, absorb pollutants from tailpipe emissions, and add value to the fronting properties.

A. STREET TREE PLANTING REQUIREMENTS

Street trees shall be planted in all rights-of-way adjacent to the development, between the street and the sidewalk, in accordance with the table and provisions below:

District	Requirement
AR, RR, RN, OSP Districts	Not required
MH, LDR, MDR, FR ~~**HDR, UR, RMX**~~ Districts	Rate: 1 Canopy Tree for every 40 feet of street frontage Spacing: Maximum of 50 feet on-center Location: In Planting Strip (5-foot minimum width)*
~~**MX, IMX,**~~ PB, NB, GB, RB, FNR, FMU, INS, LI, HI, M Districts	Rate: 1 Canopy Tree for every 50 feet of street frontage Spacing: Maximum of 50 feet on-center Location: In Planting Strip (5-foot minimum width)* or Tree Well (25-square-foot minimum area)
~~**MX, IMX,**~~ NB, GB, FNR, FMU Districts with On-Street Parking and Ground Floor Retail	Rate: 1 Canopy Tree for every 40 feet of street frontage Spacing: Maximum of 50 feet on-center Location: Tree Well (25-square-foot minimum area)*
Existing Development with Non-Conforming Frontages	See Section 7.1.1*

** Understory Trees may be substituted for Canopy Trees in existing development with planting strips less than 5 feet wide or tree wells less than 25 square feet.*

7.1.4 PARKING LOT AREA LANDSCAPING

<no changes>

7.1.5 BUFFERS AND SCREENING

<Revise the table in Subsection 7.1.5.A as indicated below. No other changes to 7.1.5.>

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Buffer yards are planting areas designed to separate incompatible adjacent uses and provide privacy and protection against potential adverse impacts of an adjoining incompatible use or zoning district.

A. REQUIRED BUFFER YARDS

1. **Required Yards by District:** Buffer yards shall be required in accordance with the table below, and the buffer yard types defined Section 7.1.5.B.

District of Proposed Development	Adjacent Zoning District: AR, RR, RM, OSP, MH, LDR, MDR~~, HDR~~	FR	~~UR, RMX,~~ INS	NB, GB	~~MX, IMX,~~ PB, NB, GB	FNR	FMU	RB	LI, HI, M
AR, RR, RN, OSP, MH, LDR, MDR~~, HDR~~	X	A	X	X	X	B	C	C*	C*
FR	A	A	A	A	B	B	B	C*	C*
~~UR, RMX,~~ INS**	A	A	X	X	X	A	A	X	X
NB, GB**	B	B	A	X	X	A	A	X	X
~~MX, IMX,~~ PB, NB, GB	A	B	A	X	X	A	A	X	X
FMU	B	B	A	A	A	A	A	A	B
FNR	C	C	B	A	A	A	A	A	B
RB	C	C	C	B	A	A	A	X	X
LI, HI, M	C	C	C	C	C	C	C	B	X

* Only required where adjacent, more intense use is pre-existing and no equivalent buffer is provided on the adjacent property

** Only multifamily and non-residential uses shall provide buffers between adjacent single family uses in detached homes

X = No Buffer Required

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7.2 PARKING AND DRIVEWAYS

<Revise Subsections 7.2.3 and 7.2.4 as indicated below. No other changes to Section 7.2.>

7.2.1 PURPOSE AND INTENT

<no changes>

7.2.2 APPLICABILITY

<no changes>

7.2.3 PERMITTED PARKING LOCATIONS

<Revise Subsection 7.2.3 as indicated below. No other changes to 7.2.3. >

The following table details the permitted parking locations for each district according to the building types defined in Chapter 10 of this ordinance. Additional locational requirements may apply to parking areas for specific uses. Such requirements are outlined in Chapter 5, Use Regulations.

		Civic	Detached House	3 and 4-Family	Townhouse	Apartment	General	Mixed-Use	Industrial	All Other Bldgs
Rural	AR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U
	RR	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U
	RN	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U
	RUB	U	n/a	n/a	n/a	n/a	n/a	n/a	n/a	U
	MH	U	U	n/a	n/a	n/a	n/a	n/a	n/a	U
Transitional	LDR	U	U	n/a	-	-	-	-	-	-
	MDR	U	U	n/a	-	-	-	-	-	-
	~~HDR~~	~~C~~	~~U~~	~~n/a~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~	~~-~~
	PB	U	-	U	A	A	A	-	-	-
	NB	U	-	n/a	B	B	C	-	-	-
	GB	U	-	n/a	B	B	U	U	-	-
	RB	U	-	n/a	B	B	U	U	-	-
Special	INS	B	U	n/a	B	B	B	B	-	-
	OSP	-	-	n/a	-	-	-	-	-	-
	LI	U	-	n/a	-	-	U	U	U	U
	HI	U	-	n/a	-	-	U	U	U	U
	M	U	-	n/a	-	-	U	U	U	U

Permitted Parking Configurations

(Also see diagrams on next page)

Location A – *Parking permitted in 3rd Layer only*

Location B – *Parking permitted in 2nd and 3rd Layers only*

Location C – *Parking permitted in 2nd and 3rd Layers. Parking in 1st Layer restricted to one drive aisle with two bays.*

U - *Unrestricted*

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		Civic	Detached House	3 and 4-Family	Townhouse	Apartment	General	Mixed-Use	Industrial	All Other Bldgs
Flexible	FR	U	U	U	U	U	U	U	U	U
	FMU	U	U	U	U	U	U	U	U	U
	FNR	U	U	U	U	U	U	U	U	U
~~Neighborhood~~	~~UR~~	~~C~~	~~U~~	~~n/a~~	~~B~~	~~B~~	~~-~~	~~B~~	~~-~~	~~-~~
	~~RMX~~	~~B~~	~~U~~	~~n/a~~	~~B~~	~~B~~	~~C~~	~~B~~	~~-~~	~~-~~
	~~MX~~	~~B~~	~~-~~	~~n/a~~	~~B~~	~~B~~	~~B~~	~~B~~	~~-~~	~~-~~
	~~IMX~~	~~B~~	~~-~~	~~n/a~~	~~B~~	~~B~~	~~B~~	~~B~~	~~B~~	~~-~~

7.2.4 OFF-STREET PARKING AND LOADING REQUIREMENTS

<Revise Subsection 7.2.4.C as indicated below. No other changes to 7.2.4. >

C. **EXEMPTIONS AND ADJUSTMENTS**

1. **Exemptions:** Uses in the AR, RR, RN, **and** OS~~, and IMX~~ Districts are exempt from the minimum parking requirements of this subsection.

2. **Residential Care Facilities:** The Administrator may authorize a reduction in off-street parking requirements for multifamily dwellings that provide Residential Care Facilities (including dwelling two family and multifamily buildings of 4 or more units) to no less than 3 off-street parking spaces for each 4 dwelling units or fraction thereof. Should a change of use occur such that the building is no longer providing Residential Care Facilities as the primary use, parking requirements shall meet the minimum ratio for residential uses as required in the table above.

3. **Tree Preservation:** The minimum number of parking spaces required may be adjusted by the Administrator when it has been determined that the reductions are necessary to preserve a healthy tree or trees (with a 12 inch or greater diameter at breast height) from being damaged or removed.

7.3 LIGHTING

<Revise Subsection 7.3.1 as indicated below. No other changes to Section 7.3.>

7.3.1 GENERAL DESIGN REQUIREMENTS

A. DISTRICT LIGHTING STANDARDS IN FOOTCANDLES (FC)

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	AR, RN, RR, LDR, MDR, ~~HDR,~~ MH, FR	~~UR, RMX~~ FMU	PB, NB, INS	GB, RB, LI, HI, M, ~~IMX~~ FNR
Light Trespass Off Property[1]	1	1	1	1
Maximum On-Site Lighting[2]	n/a	10	10	10
Outside Sales Areas[3]	n/a	10	20	20

1. This requirement shall only apply to light trespass from non-residential properties onto residential properties and shall be measured as the maximum point of illuminance at the property line.
2. This shall be measured as the maximum point of illuminance on the property.
3. This shall be measured as the average point of horizontal illuminance, provided that in all districts the maximum uniformity ratio shall be 4:1 minimum to average.

7.4 SIGNS

<Revise Subsections 7.4.5 and 7.4.6 as indicated below. No other changes to Section 7.4.>

7.4.1 GENERAL PURPOSE AND INTENT

<no changes>

7.4.2 APPLICABILITY

<no changes>

7.4.3 COMPUTATION OF SIGNAGE MEASUREMENTS

<no changes>

7.4.4 GENERAL PROVISIONS

<no changes>

7.4.5 SIGNAGE STANDARDS BY CATEGORY

Signage shall be permitted subject to the standards in the tables below. Additional standards for specific signage types are outlined in Section 7.4.5.C.

<Revise Table Row A in Subsection 7.4.5.A. and Table Rows A, B, and C in Subsection 7.4.5.B. as indicated below.>

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A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Wall Signs	AR, RR, RN, LDR, MDR, ~~**HDR,**~~ ~~**UR,**~~ RUB, PB, ~~**HDR**~~ **FR** (non-residential uses only, but not Home Occupations)	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum	No sign shall extend above the roofline	12 inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, ~~**RMX, MX, IMX**~~	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum.			
	LI, HI, GB, RB, **FNR, FMU**	50 sq ft OR 1sq ft per linear ft of building wall, whichever is greater. 75 sq ft building maximum.			

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B. FREESTANDING SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Monument / Ground Signs	AR, RR, RN, LDR, MDR, ~~HDR, UR,~~ FR, PB (non-residential uses only, but not Home Occupations)	25 sq ft per sign	6 ft	5 ft minimum front setback and 10 ft minimum side setback. No sign shall be located in any required buffer yard or within 20 ft of any right-of- way intersection. Signs shall have a base at least 50% wider than the overall width of the sign OR include landscape plantings at the base of the sign. Additional standards and allowances apply for multi- tenant commercial developments according to the provisions of Chapter 5.	1 per street frontage
	NB, INS, ~~RMX, MX, IMX,~~	40 sq ft per sign	10 ft		
	INS	40 sq ft for the first sign. One additional sign per street front of 30 sq ft	10 ft for first sign, 6 ft for additional signs		1 per 300 ft of development lot frontage
	LI, HI, GB, RB, FNR, FMU	40 sq ft OR 0.25 sq ft per linear foot of lot frontage on streets up to 100 sq ft total	10 ft		1 per street frontage
B. Bracket Signs	Business and Home Occupations in all districts ~~except IMX~~	4 sq ft per side	4.5 ft	5 ft minimum front setback and 10 ft minimum side setback No sign shall be located in any required buffer yard or within 20 ft of any right-of- way intersection.	1 per public entrance
C. Portable / A- Frame Signs	NB, PB, ~~RMX, MX~~ FMU	8 sq ft per side, no more than two sides	4.5 ft	Signs may be located on a public sidewalk, but must maintain at least 48 inches of unobstructed pedestrian space. Signs must be placed within 20 ft of the main entrance. The sign must be removed at the close of business each day. Illumination of signs is prohibited.	1 per public entrance

Review Draft

7.4.6 OTHER PERMITTED SIGNAGE STANDARDS

A. DRIVE-THROUGH MENU BOARDS

<no changes>

B. GAS PUMP ISLAND CANOPY SIGNS

<no changes>

C. CHANGEABLE SIGNS

1. **Manually-Activated Changeable Signs:** Any permitted sign may be a manually-activated changeable sign.

2. **Electrically-Activated Changeable Signs (On-Premises):** Any permitted sign in the GB, RB, LI, and HI districts, or on any property with 500 feet or more of frontage on a street with at least 2 travel lanes in each direction, may be, or include as part thereof, an electrically-activated changeable sign not to exceed 20 square feet in area, provided that the size of the sign may not exceed the area originally allotted.

3. Permitted signs in the NB~~, RMX, MX,~~ and INS Districts may be, or include as part thereof, only time and weather informational signs as electrically-activated changeable signs. Time and weather messaging restrictions shall not apply to schools, colleges and universities, public safety stations, worship centers, public recreation facilities, and hospital uses. (Ord. No. 2019-1609, 10.14.19)

4. In multi-tenant commercial developments of 40 or more acres, up to 200 square feet or 50 percent, whichever is less, of any allotted freestanding sign may be an electrically-activated changeable sign.

D. TEMPORARY COMMERCIAL SIGNS

<no changes>

E. MULTI-TENANT COMMERCIAL DEVELOPMENTS

<no changes>

F. OFF-PREMISES ADVERTISING SIGNS (BILLBOARDS)

<no changes>

G. RESIDENTIAL DEVELOPMENT ENTRY SIGNAGE

<no changes>

8 NATURAL RESOURCES PROTECTION

<no changes>

Review Draft

9 ADMINISTRATION

<Revise Sections 9.1 and 9.2 as indicated below. No other changes to Chapter 9.>

9.1 REVIEW AGENCIES

<Revise Subsections 9.1.2, 9.1.3, and 9.1.4 as indicated below. No other changes to Section 9.1.>

9.1.1 DESIGNATION OF ADMINISTRATOR

<no changes>

9.1.2 COUNTY COUNCIL

A. **POWERS AND DUTIES**

Lancaster County Council shall have the following powers and duties to be carried out in accordance with the terms of this ordinance.

1. To conduct any and all business in accordance with their Charter and South Carolina General Statutes.

2. To amend the Comprehensive Plan and other plans, as necessary.

3. UDO Decisions: The County Council shall render final decisions regarding the following permits types:

   a. Text Amendments

   b. Map Amendments/Rezoning

   c. Conditional Uses

   d. ~~**Mixed-Use Districts Master Development Plans**~~ **Flexible District Development Plans and moderate and major modifications to approved plans**

   e. Development Agreements

9.1.3 TECHNICAL REVIEW COMMITTEE

A. **POWERS AND DUTIES**

Lancaster County's Technical Review Committee (TRC) shall have the following powers and duties to be carried out in accordance with the terms of this ordinance.

1. To assist in the establishment of technical requirements for all applications, including: submission schedules, size and number of drawings, type of media, etc.

Review Draft

2. **UDO Review:** The Technical Review Committee shall serve as the reviewing entity for the following permit types:

   a. Site Plan

   b. Minor Subdivisions Preliminary Plats

   c. Major Subdivision Preliminary Plats

   d. Minor Subdivision Final Plat

   e. Major Subdivision Final Plat

   f. ~~**Mixed-Use Districts/Master Development Plans**~~ **Flexible District Development Plans and modifications to approved plans**

   g. Development Agreements

3. **UDO Decisions:** The Technical Review Committee shall render final decisions regarding the following permits types:

   a. Minor Subdivisions Preliminary Plats

   b. Minor Subdivision Final Plat

   c. Major Subdivision Final Plat

   d. Site Plan

   e. All previously approved plats.

B. **MEMBERSHIP**

<no changes>

9.1.4 PLANNING COMMISSION

A. POWERS AND DUTIES

Lancaster County Planning Commission shall have the following powers and duties to be carried out in accordance with the terms of this ordinance.

1. To perform studies and surveys of the present conditions and probable future development of the County and its environs, including but not limited to, studies and surveys of land uses, population, traffic, parking, etc.

2. Study the resources and needs of the County and prepare maps and plans for the systematic future development and betterment of the County.

3. To formulate and recommend to the County Council the adoption and amendment of a Comprehensive Plan and other plans, as necessary.

Review Draft

4. **UDO Review:** The Planning Commission shall review and make recommendations regarding the following permit types:

   a. Text Amendments

   b. Map Amendments/Rezoning

   c. Conditional Uses

   d. ~~**Mixed-Use Districts/Master Development Plans**~~ **Flexible District Development Plans and major modifications to approved plans**

   e. Vested Rights

   f. Development Agreements

5. **UDO Decisions:** The Planning Commission shall render final decisions regarding the following permits types after proper referral and consideration of recommendations and requirements from appropriate Federal, State, and Local Agencies:

   a. Major Subdivision Preliminary Plats, except those associated with a Flexible District

   b. Street Name Changes

6. The Planning Commission shall also have any additional powers and duties as may be set forth in other laws and regulations or at the direction of the County Council.

B. **MEMBERSHIP AND QUORUM**

<no changes>

9.2 REVIEW PROCEDURES

<Revise Subsections 9.2.3, 9.2.4, 9.2.5, 9.2.9, 9.2.15, and 9.2.18 as indicated below.>

9.2.1 PURPOSE AND INTENT

<no changes>

9.2.2 GENERAL PROVISIONS AND APPLICABILITY

<no changes>

9.2.3 PERMIT/PROCESS TYPE TABLE

<Delete row for Mixed-Use District/Master Development Plan and add new row for Flexible District Development Plan, as indicated below.>

Review Draft

Permit/Process Type	Section	Permit/Process Type	Reviewing Agency	Public Notification	Approving Agency	Appeal Process	Approval Period	Approval Extension
~~Mixed-Use District/Master Development Plan~~	~~9.2.9.B~~	~~Legislative~~	~~PC~~	~~Yes (1, 2, 3)~~	~~County Council~~	~~CP~~	~~2 years~~	~~1 year~~
Flexible District Rezoning	Chapter 3	Legislative	PC	Yes (1, 2, 3)	County Council	CP	n/a	n/a
Flexible District Development Plan	Chapter 3	Legislative/Administrative	PC	Yes (1, 2, 3)	County Council	CP	2 years	1 year
Flexible District Subdivision (Major) -- Preliminary Plat	Chapter 3	Administrative	TRC	None	Admin	BZA	2 years to Final Plat	1 year

9.2.4 PUBLIC NOTIFICATION

<Revised 9.2.4.D: *Neighborhood Meeting* as indicated below. No other changes.>

D. **NEIGHBORHOOD MEETING**

Neighborhood meetings are optional **for all applications except Flexible District rezoning applications**, but may be encouraged by the Administrator for certain applications prior to any public hearing or review by a board or commission. Neighborhood meetings allow the applicant to explain the proposed project and hear the concerns of the neighborhood. A summary of the meeting in the form of meeting notes or minutes along with a list and contact information for all attendees may be submitted to the Administrator and/or the appropriate board or commission for their review. Lancaster County is not responsible for organizing or coordinating such neighborhood meetings.

9.2.5 APPLICATION REQUIREMENTS

The following general standards for various applications are intended to require only that data/information necessary to render an informed decision by the reviewing agency. The County has determined that it is unnecessary to require a full set of architectural or engineering drawings for review by the various review and decision-making boards unless the application is such that a specific level of detail is necessary (e.g., floodplain/stormwater variance). The "Application Submittal Requirements" list on file in the Planning Department is intended to provide further guidance to applicants as to the necessary level of detail for each application component listed below.

Review Draft

<Delete row for Mixed-Use District/Master Development Plan and add new row for Flexible District Development Plan, as indicated below. No other changes to this Subsection.>

Permit/Process Type	Section	Site Analysis	Sketch Plan*	Preliminary Plat	Construction Drawings	As-Built Drawings	Final Plat	Building Elevations	Sedimentation & Erosion Control Plan	Floodplain Development Plan
~~Mixed-Use District/Master Development Plan~~	~~9.2.9.B~~	~~X~~	~~X~~	~~X~~				~~X~~	~~X~~	~~X~~
Flexible District Development Plan	3.9									

X - Required | X (a) – on an "as needed" basis as determined by the Administrator
**Sketch Plans shall be reviewed as binding documents for Unified Development Ordinance Zoning Permit (Zoning Permits), and for any other permits or approvals for which the Administrator requires only a Sketch Plan to be submitted with the application. Sketch Plans shall be used for non-binding review for all other development application processes in which they are required.*

9.2.6 GENERAL REQUIREMENTS FOR QUASI-JUDICIAL HEARINGS AND DECISIONS

<no changes>

9.2.7 ADMINISTRATIVE PERMITS

<no changes>

9.2.8 ENVIRONMENTAL PROTECTION PERMITS

<no changes>

9.2.9 SITE PLAN & MASTER DEVELOPMENT PLAN PROCESS CHART

<Delete flow chart for Mixed-Use District/Master Development Plan Process. Delete 9.2.9.B: *Mixed-Use District/Master Development Plan.* No other changes.>

9.2.10 SUBDIVISIONS

<Add a new paragraph C as indicated below. Reletter existing paragraph C as D.>

Review Draft

C. FLEXIBLE DISTRICT SUBDIVISION (MAJOR) – PRELIMINARY PLAT[18]

1. **Process Type: Administrative.**

2. **Permit Required Before Any Land Disturbing Activity: No land-disturbing activity shall take place until a Preliminary Plat has been approved.**

3. **Required Application Information: A Flexible District Development Plan is required as a prerequisite approval.**

4. **Determination of Compliance: Once an application is deemed complete by the Administrator, the TRC shall review the application and recommend approval, denial, or approval with conditions of the Preliminary Plat based on compliance with the Flexible District Development Plan approved by County Council.**

5. **Public Notification: None required.**

6. **Decisions: The Administrator may approve, approve with conditions, or disapprove a Preliminary Plat application. If no action is taken by the Administrator within 65 working days of its submittal, the Preliminary Plat shall be deemed approved. Following an approval or approval with conditions of the Preliminary Plat by the Administrator, the applicant will be directed to prepare detailed Construction Documents for review by the Administrator and members of the TRC (as necessary). If the TRC disapproves or approves the Construction Documents, the reasons for such action shall be stated in writing. The applicant may make changes and submit a revised plan which revision shall be submitted, reviewed, and acted on in accordance with the procedures set forth in this section. Once the applicant secures an approved Preliminary Plat and Construction Documents, the applicant will be directed to proceed to the preparation of a Final Plat.**

7. **Appeals: Appeals of the decisions of the Administrator or TRC shall be heard by the Board of Zoning Appeals. Such an appeal must be made in writing within 30 days of the receipt of the decision by the property owner or the property owner's agent.**

8. **Permit Validity: Approval of a Preliminary Plat shall be valid for 2 years from the date of approval. If the approved Preliminary Plat provides for multiple phases within the subdivision, a Final Plat approval for any one phase shall extend the Preliminary Plat approval for all other phases for a period of up to 2 years from the date of the Final Plat approval for that phase. If a Final Plat approval has not been obtained prior to the end of this 2-year period, the Preliminary Plat approval shall become void.**

Review Draft

[18] This new paragraph authorizes staff to approve a Preliminary Plat for a major subdivision located in a Flexible District, if it is consistent with the Flexible District Development Plan approved by County Council.

9. **Permit Extension: The Administrator may grant a single extension of this time period of up to one year upon submittal by the applicant of sufficient justification for the extension.**

9.2.11 STREET NAMES

<no changes>

9.2.12 VARIANCES

<no changes>

9.2.13 SPECIAL EXCEPTIONS (SE)

<no changes>

9.2.14 APPEAL OF ADMINISTRATIVE DECISIONS

<no changes>

9.2.15 TEXT AMENDMENTS AND REZONINGS

The County Council may from time to time amend any part of the text of this ordinance or amend the Zoning Map of the County. **See Chapter 3: *Flexible Districts* for requests to rezone to a Flexible District.**

<no other changes>

9.2.16 CONDITIONAL USE

<no changes>

9.2.17 VESTED RIGHTS

<no changes>

9.2.18 DEVELOPMENT AGREEMENTS

<Delete Subsection 9.2.18.A.2. Revise Subsections 9.2.18.A.3. and 9.2.18.C.22. as indicated below. No other changes.>

A. **APPLICABILITY**

~~2.~~ Development Agreements are required for all land development projects that wish to develop property utilizing the Cluster Subdivision Overlay District.

Review Draft

3. Development Agreements ~~are required for all land development projects that seek rezoning to a mixed-use zoning district.~~ **may be proposed by a developer in conjunction with a Flexible District rezoning application.**

B. **FILING PROCEDURES**

<no changes>

C. **REQUIRED AGREEMENT INFORMATION**

22. For properties proposed to be rezoned to one of the ~~**Mixed-Use**~~ **Flexible** Districts in UDO Chapter 3, a complete ~~**Mixed-Use**~~ **Flexible** District Development Plan prepared in accordance with UDO Chapter ~~9.2.9(B)~~ **3**; and

10 DEFINITIONS

<Revise Sections 10.1 and 10.4 as indicated below. No other changes.>

10.1 INTENT

For the purpose of interpreting this ordinance, certain words, concepts, and ideas are defined herein. Except as defined herein, all other words used in this ordinance shall have their everyday meaning as determined by their dictionary definition.

Section 10.3 includes all definitions listed on the Use Table in Section 2.5.3. Section 10.4 are all definitions more general in nature and includes definitions specific to the legacy mixed-use districts **(see Section 1.3.3: *Legacy Districts*)**; the aviation regulations in Chapter 4~~;~~ and the floodplain and stormwater regulations in Chapter 8.

10.2 RULES OF CONSTRUCTION

<no changes>

10.3 DEFINITIONS, USE TYPE

<no changes>

10.4 DEFINITIONS, GENERALLY

<Add the following definitions in alphabetical order:>

INDUSTRIAL BUILDING A building type that accommodates one or more light, heavy, or restricted industry uses, as defined in Section 10.3: *Definitions, Use Type.*

FOUR-FAMILY BUILDING (QUADRAPLEX) A building type that accommodates four dwelling units, including modular homes, attached side-by-side or one on top of another sharing common walls or common floors and ceilings.

Review Draft

THREE-FAMILY BUILDING (TRIPLEX) **A building type that accommodates three dwelling units, including modular homes, attached side-by-side or one on top of another sharing common walls or common floors and ceilings.**

Review Draft

Section 2.5.3 Use Table (For detailed Use Definitions see Chapter 10.)

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					FLEXIBLE			
A. RESIDENTIAL	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Dwelling - Single Family	P	P	P	-	P	P	P	P	-	-	-	-	-	-	-	-	*	*		
Dwelling - Two Family	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	*	*		5.2.1
Dwelling – Three Family, Four Family	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	*	*		5.2.3
Dwelling - Townhome	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	*	*		
Dwelling - Multifamily	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-		*		5.2.2
Dwelling - Accessory	PR	PR	PR	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	*	*		5.2.3
Halfway Homes	-	-	-	-	-	-	-	-	-	SE	-	SE	-	-	-	-	*	*		5.2.4
Live-Work Units	-	-	-	PR	-	-	-	PR	PR	-	-	-	-	-	-	-	*	*		5.2.5
Manufactured Housing	PR	PR	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	*	*		5.2.6
Manufactured Home Park	SE	-	-	-	SE	-	-	-	-	-	-	-	-	-	-	-	*	*		5.2.6
Residential/Family Care Home (5 or fewer residents)	P	P	P	-	P	P	P	-	-	-	-	-	-	-	-	-	*	*		
Residential Care Facilities (6 or more residents)	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	*	*	*	5.2.8

B. LODGING	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Bed and Breakfast Homes (up to 8 rooms)	PR	PR	PR	PR	-	PR	-	PR	PR	-	-	PR	-	-	-	-	*	*	*	5.3.1
Bed and Breakfast Inn (up to 12 rooms)	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	*	*	*	5.3.1
Boarding or Rooming House	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	*	*	*	5.3.2
Campground	SE	SE	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	*	*	*	5.3.3
Dormitory	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	*	*	*	
Fraternity/Sorority House	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	*	*	*	
Hotel/Motel	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-		*	*	

C. OFFICE/SERVICE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
ATM	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-		*	*	
Banks, Credit Unions, Financial Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-		*	*	
Business Support Services	-	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-		*	*	
Crematoria	-	-	-	-	-	-	-	-	-	-	CU	-	-	CU	-	-		*	*	5.4.1
Dry Cleaning and Laundry Services	-	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-		*	*	
Funeral Homes	-	-	-	P	-	-	-	-	P	P	P	-	-	-	-	-		*	*	
Home Occupation	PR	PR	PR	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	*	*	*	5.4.2
Kennels, Indoor	PR	PR	PR	PR	-	-	-	-	PR	PR	PR	PR	-	PR	-	-		*	*	5.4.3
Kennels, Outdoor	PR	PR	CU	PR	-	-	-	-	-	-	CU	CU	-	CU	-	-		*	*	5.4.4
Medical Clinic	-	-	-	PR	-	-	-	PR	PR	PR	PR	-	-	-	-	-		*	*	5.4.5

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required * - Use May Be Allowed (see Sec. 2.5.2.D: *Uses in Flexible Districts*)

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					FLEXIBLE			
C. OFFICE/SERVICES (CONTINUED)	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Personal Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-		*	*	
Personal Services, Restricted	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-		*	*	5.4.6
Post Office	-	-	-	P	-	-	-	P	P	P	P	P	-	-	-	-		*	*	
Professional Services	-	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-		*	*	
Small Equipment Repair/Rental	-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-		*	*	
Veterinary Clinic	-	-	-	P	-	-	-	-	P	P	P	-	-	P	-	-		*	*	-

D. COMMERCIAL/ENTERTAINMENT	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Alcoholic Beverage Sales Store	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-		*	*	
Amusements, Indoor	-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-		*	*	
Amusements, Outdoor	-	-	-	PR	-	-	-	-	-	-	CU	-	-	CU	-	-		*	*	5.5.1
Bar/Tavern/Brew Pub	-	-	-	CU	-	-	-	-	-	CU	PR	-	-	-	-	-		*	*	5.5.2
Billiard/Pool Hall	-	-	-	CU	-	-	-	-	-	-	P	-	-	-	-	-		*	*	
Brewery	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-		*	*	
Distillery	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	-		*	*	
Food Truck	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-		*	*	5.5.3
General Commercial	-	-	-	PR	-	-	-	-	PR-	PR	PR	-	-	-	-	-		*	*	5.5.4
Night Club	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-		*	*	
Outside Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-		*	*	5.5.5
Outside Sales, Sidewalk Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-		*	*	5.5.6
Pawnshops	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-		*	*	5.5.7
Racetrack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CU	-		*	*	5.5.8
Restaurant	-	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	-	-	-		*	*	5.5.9
Riding Stables	P	P	P	P	-	-	-	-	-	-	-	-	P	-	-	-		*	*	
Sexually Oriented Business/Adult Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		-	-	5.5.10
Shooting Range, Indoor	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	PR	PR	-		*	*	5.5.11
Shooting Range, Outdoor	SE	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-		*	*	5.5.12
Theater, Indoor Movie or Live Performance	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-		*	*	
Theater, Outdoor (Amphitheater)	PR	-	-	PR	-	-	-	-	-	-	PR	PR	PR	-	-	-		*	*	5.5.13

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required * - Use May Be Allowed (see Sec. 2.5.2.D: *Uses in Flexible Districts*)

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					FLEXIBLE			
E. CIVIC	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Cemetery	PR	PR	PR	PR	-	PR	PR	-	PR	PR	PR	PR	-	-	-	-	*	*	*	5.6.1
Conference/Convention Center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-		*	*	
Cultural or Community Facility	-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-	*	*	*	
Event Venue/Banquet Hall	P	P	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	*	*	*	5.6.2
Places of Assembly	PR	PR	PR	PR	CU	CU	CU	PR	PR	PR	PR	PR	-	PR	-	-	*	*	*	5.6.3
Private Recreation Facilities	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-		*	*	5.6.4
Public Recreation Facilities	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	*	*	*	5.6.5
Public Safety Station	P	P	P	P	-	-	-	P	P	P	P	P	-	P	P	-	*	*	*	
Sports Arena/Stadium (4,000 or more seats)	-	-	-	-	-	-	-	-	-	-	CU	CU	-	CU	-	-		*	*	5.6.6

F. EDUCATIONAL/INSTITUTIONAL	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Child/Adult Day Care Home (5 or fewer persons)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	*	*	*	5.7.1
Child/Adult Day Care Home (6 or more persons)	-	-	-	-	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	*	*	5.7.2
College/University	-	-	-	-	-	-	-		-	-	-	P	-	-	-	-	-	*	*	
Community Support Facility	-	-	-	PR	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	*	*	5.7.3
Correctional Institution	-	-	-	-	-	-	-	-	-	-	-	CU	-	SE	SE	-	-	*	*	5.7.4
Day Treatment Center	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	-	-	-	*	*	5.7.5
Hospital	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	-	-	*	*	
Operations, Maint., and Fleet Service Facility	-	-	-	SE	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	*	*	5.7.6
Schools – Elementary and Secondary	PR	PR	PR	PR	-	PR	CU	CU	CU	CU	CU	PR	-	-	-	-	*	*	*	5.7.7
Schools – Vocational/Technical	-	-	-	P	-	-	-	-	P	P	P	P	-	P	P	-	*	*	*	
Studio – Art, dance, martial arts, music	P	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	*	*	

G. AUTOMOTIVE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Drive-Thru/Drive-In Facility	-	-	-	PR	-	-	-	-	CU	PR	PR	-	-	PR	PR	-		*	*	5.8.1
Electric Vehicle Charging Stations	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	*	*	*	5.8.2
Heavy Equipment/Manufactured Home Rental/Sales/Repair	-	-	-	-	-	-	-	-	-	-	SE	-	-	PR	PR	-		*	*	5.8.3
Parking Lot/Structure – Principal Use	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-		*	*	5.8.4
Vehicle Rental/Leasing/Sales	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-		*	*	5.8.5
Vehicle Services – Minor Maintenance/Repair	-	-	-	P	-	-	-	-	CU	CU	PR	-	-	PR	PR	-		*	*	5.8.6
Vehicle Services – Major Repair/Body Work	-	-	-	PR	-	-	-	-	-	CU	PR	-	-	PR	PR	-		*	*	5.8.7

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required * - Use May Be Allowed (see Sec. 2.5.2.D: *Uses in Flexible Districts*)

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					FLEXIBLE			
H. INDUSTRY/WHOLESALE/STORAGE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-		*	*	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-		*	*	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-		*	*	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-		*	*	5.9.1
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		*	*	5.9.2
Landfill – Class One	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		*	*	5.9.16
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-		*	*	5.9.3
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-		*	*	5.9.4
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P		*	*	5.9.5/6
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P		*	*	5.9.6/7
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-		*	*	5.9.8
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-		*	*	5.9.9
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-		*	*	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-		*	*	5.9.10
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-		*	*	5.9.11
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-		*	*	5.9.12
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-		*	*	5.9.13
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-		*	*	5.9.14
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-		*	*	5.9.15

I. AGRICULTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Agriculture and Crop Production/Harvesting	P	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	*	*	*	
Agricultural Support Services/Nurseries	P	P	P	P	-	-	-	-	P	P	P	-	-	P	P	-	*	*	*	
Agritourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	*	*	*	
Animal Production/General Farms	PR	PR	PR	PR	-	PR	-	-	-	-	-	-	-	-	-	-	*	*	*	5.10.1
Animal Production Facilities, Non-Swine	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*	*	*	5.10.2
Animal Production Facilities, Swine	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*	*	*	5.10.3
Apiculture (Bee Keeping)	P	P	P	P	-	P	-	-	P	-	-	P	P	-	-	-	*	*	*	
Backyard Pens/Coops	P	P	P	P	-	P	PR	PR	-	-	-	PR	-	-	-	-	*	*	*	5.10.4

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required * - Use May Be Allowed (see Sec. 2.5.2.D: *Uses in Flexible Districts*)

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					FLEXIBLE			
I. AGRICULTURE (CONTINUED)	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Commercial Stables	P	P	P	P	-	-	-	-	P	P	P	-	-		-	-	*	*	*	
Ecotourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	*	*	*	
Farmer's Markets and Roadside Stands	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	*	*	*	
Forestry	P	P	P	P	-	P	-	-	-	P	P	P	P	P	P	P	*	*	*	
Gardens (Community and Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*	*	*	
Wineries	PR	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	*	*	*	

J. INFRASTRUCTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Airstrip/Airport	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	-		*	*	5.11.1
Geothermal Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	*	*	*	5.11.2
Solar Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	*	*	*	5.11.3
Solar Farms	CU	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	*	*	*	5.11.4
Utilities – Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*	*	*	
Utilities – Class 2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	*	*	*	
Utilities – Class 3	P	P	-	-	-	-	-	-		-	-	PR	-	P	P	-	*	*	*	5.11.6
Wireless Communication Facility (Concealed)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	*	*	*	5.11.5
Wireless Communication Facility (Up to 60.00')	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	*	*	*	5.11.5
Wireless Communication Facility (60.01'to 199.99')	SE	SE	SE	SE	SE	SE	SE	PR	PR	PR	PR	PR	-	PR	PR	PR	*	*	*	5.11.5
Wireless Communication Facility (200' and Over)	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	*	*	*	5.11.5

K. OTHER	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	FR	FMU	FNR	REF
Temporary Uses	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	*	*	*	5.12

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required * - Use May Be Allowed (see Sec. 2.5.2.D: *Uses in Flexible Districts*)

(Ord. No. 2017-1468, 9.25.17; Ord. No. 2018-1492, 2.12.18; Ord. No. 2018-1494, 3.12.18; Ord. No. 2018-1519, 7.16.18; Ord No. 2019-1607, 10.14.19; Ord No. 2019-1620, 12.9.19; Ord No. 2019-1634, 1.27.20; Ord No. 2020-1645, 2.24.20; Ord. No. 2020-1698, 12.14.20; Ord. No. 2021-1708, 04.12.21; Ord. No. 2022-____, XX.XX.22)

Lancaster County
South Carolina

Date: July 27, 2022

To: Lancaster County Council Chairman and Councilmembers

From: Rox Burhans, Development Services Director

SUBJECT: UDO UPDATE INTERIM ORDINANCE: COW MEETING FOLLOW UP

Staff provided a detailed overview of the proposed UDO Interim Ordinance at the July 20, 2022 Committee of the Whole (COW) meeting. During this discussion, Council raised several questions and expressed a desire to review the proposed ordinance more thoroughly. The County Administrator will coordinate a meeting to further discuss the proposed ordinance.

I would like to follow up below on a couple questions that were raised and provide additional information that may be helpful as Council reviews the ordinance. For ease of reference, the Council question/topic area is noted in **bold** font with staff's additional information noted in plain font underneath.

REQUESTS FOR DENSITY INCREASE

Some members of Council raised concerns regarding the ability to request additional density in the Interim Ordinance and the opportunity for inappropriate requests to be submitted and/or approved. The following outlines the rationale for the density increase request process and the measures in place to guide its use.

- *Replacement for Mixed Use Districts*: As noted during the presentation, the current UDO utilizes the Mixed Use (MX) category of zoning districts to accommodate most higher-density forms of development (e.g. apartments, townhomes, etc.). The proposed Interim Ordinance is structured to sunset the MX Districts into a legacy status and utilize existing districts (under the Flexible Zoning model) to accommodate most higher density development. The ability to request higher density is a key element of the Interim Ordinance, in order to enable the County's existing zoning districts to accommodate higher density development. Without this provision in the Interim Ordinance, there will be no ability to permit multifamily projects (outside of the RB District at 8 du/acre), townhome communities, and any mixed-residential communities.

  As discussed at the July COW meeting, the County Council has several tools for evaluating a proposed density request. These tools include:

  1. County Comprehensive Plan;
  2. Decisional criteria in the Interim Ordinance (see "Structure Requested" below);
  3. Recommendations from professional Planning staff;
  4. Citizen feedback; and
  5. Recommendations from the advisory Planning Commission.

Staff agrees with comments made at the July COW meeting that the County is unlikely to see density increase requests for conventional single-family detached home communities. The existing density limits in the MDR District (2.5 du/acre) are suitable to accommodate most projects.

- *Structure Requested*: During previous discussions with Council regarding the proposed Interim Ordinance, it was requested that any potential developer requests for flexibility have limits established. In response to this feedback, the Interim Ordinance establishes very specific maximums for density requests and provided decisional criteria for the County Council to consider prior to approving or disapproving said request. The alternative to this approach would be to simply enable requests for increased density without any established maximums subject to Council approval.

FLEXIBILITY PROCESS

There was discussion at the COW meeting and afterwards regarding how a request for ordinance flexibility may be approved or disapproved. Request for ordinance flexibility would be explicitly noted in a standalone section of the terms and conditions document. This will ensure transparency regarding what is being requested and allows staff and the Planning Commission to make very specific recommendations on the requests. It also gives Council the ability to approve or disapprove flexibility requests as a whole or on a line-item basis.

The Interim Ordinance also identifies specific areas that are ineligible for flexibility requests such as open space standards, Airport Overlay standards, Heel Splitter Overlay standards, and other important UDO provisions. As previously noted, in reviewing flexibility requests, Council would have the benefit of consulting with adopted plans, receiving a Planning staff recommendation, having citizen feedback, and receiving a Planning Commission recommendation prior to approving or disapproving any request for flexibility.

USE OF A DEVELOPMENT AGGREEMENT FOR FLEXIBILITY

A question was raised after the COW meeting regarding whether or not the County could use a Development Agreement (DA) to achieve the flexibility elements in the Interim Ordinance. The DA can be used to solidify a concept plan that fully meets current ordinance requirements. It cannot be used to approve flexibility in the same manner as the Interim Ordinance or a PDD. The DA is a useful tool to memorialize public-private partnerships and/or any financial contributions that are not contemplated by current fee ordinances. An example of where Council used a DA as a partnership tool is with the Wilson Creek roundabout at Henry Harris Road and Shelley Mullis Road.

40-FT FRONT SETBACK

Some Council members raised a concern with the proposed 40-ft front setback for single-family residential communities. The concern was this standard could negatively impact the density that could be potentially achieved in designing a residential neighborhood when compared to current, smaller setbacks. For reference, the existing Cluster Subdivision Ordinance permits 20-ft front setbacks and the conventional MDR District permits 30-ft front setbacks. As a further reference, a conventional four door sedan is approximately 16-ft in length and a conventional, full size four door pickup truck is approximately 19-ft in length. The intent of the proposed larger front setback in the Interim Ordinance was to provide additional parking stalls on each lot to reduce on-street parking and vehicle overhang into the public sidewalk. This is in recognition that garages are generally infrequently used for vehicle parking and that families generally having more vehicles per-household than in prior years.

Council members may recall that vehicle overhang into the sidewalk and on-street parking were issues cited by Council during the March 11, 2022 Community Driving Tour. Staff and Council has raised concerns about the budget and manpower burden of undertaking parking enforcement. Staff proposed the above-noted setback standard in response to what can be commonly observed and Council's feedback. If Council is not comfortable with the proposed standard, other alternatives may be developed. These alternative approaches may include: 1) Enlarging the front setback for the garage portion of the home only (where driveway is located), 2) Increasing the required quantity of designated on-street parking stalls, and/or 3) Generally widening the streets to enable parking throughout the community, while continuing to allow emergency vehicle passage.

PRE-SUBMITTAL MEETING

Some Council members expressed concerns about the proposed Interim Ordinance requirement for a pre-submittal meeting with the full County Council prior to submittal of a rezoning application. The intent of this step was to provide Council with an early project introduction. It was also intended to provide the developer with potential early feedback obtained through the question/answer period regarding whether or not their project was within "the ballpark" of what the County envisioned for the community. It was not intended to provide any feedback that could be construed as reflective of a likely rezoning outcome.

The pre-submittal meeting was also proposed in the Interim Ordinance at the recommendation of a Council member recognizing the time and financial investment necessary to gain zoning entitlement. As many Council members are aware, the entitlement process for large projects that require concept planning and other technical studies can cost hundreds of thousands of dollars and several months to complete. The creation of an early introduction step with the County Council is a relatively common technique used for large projects requiring significant time and financial investment.

The pre-submittal meeting process is a very minor element of the Interim Ordinance that can be easily removed. If this is Council's direction, staff would like to receive guidance regarding how an early introduction and feedback opportunity can be achieved before initiating a large development project.

Please feel free to contact me at 416-9422 if you have any questions regarding the Interim Ordinance or this memo. Planning staff would be happy to further elaborate on the content of the ordinance and its associated rationale.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2022-1822 / Planning Case Number: RZ-2022-0733
Contact Person / Sponsor: A. Davis / Planning
Department: Planning
Date Requested to be on Agenda: 9/12/2022

Issue for Consideration:
Application by Century Communities 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).

Points to Consider:
Site Information
The two parcels along Shiloh Unity each presently have a residence on site, while the site off of Williamson Farm Lane is vacant.
Proposal
These three parcels while not all directly adjacent to one another are all adjacent to TM #0049-00-004.13 which is 150 acres in size and currently zoned Medium Density Residential (MDR). The purpose of this rezoning is to allow these parcels to be combined with TM# 0049-00-004.13 for the development of a single-family residential neighborhood utilizing the Cluster Subdivision Overlay.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed rezoning.

Recommendation:
Planning Commission recommended unanimous **approval** of the rezoning. Staff also recommends **approval**.

No citizens spoke on this matter.

Planning Commission discussion was primarily focused on the possible use of the Cluster Subdivision overlay on subsequent applications.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2022-1822	9/7/2022	Ordinance
Staff Report	8/9/2022	Exhibit
Application	8/1/2022	Exhibit
Application- additional parcel	8/1/2022	Exhibit
Location Map	8/1/2022	Exhibit
Public Hearing Notice for Ordinance 2022-1822 (Planning Department Case Number: RZ-2022-0733)	9/8/2022	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2022-1822

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE 19.39 ACRES LOCATED AT WILLIAMSON FARM LANE 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) DISTRICT TO MEDIUM DENSITY RESIDENTIAL (MDR).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Century Communities c/o Ryan Hitchins applied to rezone three parcels of property totaling approximately 19.39 acres: TMS No. 0049-00-005.01 owned by Randall and Pamela Vaugh, totaling approximately 14.38 acres, more or less, located at 500 W. Shiloh Utility Road; TMS No. 0049-00-005.02 owned by Ryan and Emilee Vaughn, totaling approximately 2.01 acres, more or less, located at 500 W. Shiloh Utility Road; and TMS No. 0049-00-004.16 owned by William L. Harper and Cane Mill Associates of Elgin LP, totaling approximately 3.54 acres, more or less, located at Williamson Farm Lane., all from LDR, Low Density Residential District, to MDR, Medium Density Residential District. These three properties are all adjacent to TMS No. 0049-00-004.13, which is currently zoned Medium Density Residential (MDR).

(b) On August 16, 2022, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-0 vote, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Transitional, which corresponds to the Community Type of Suburban SF/MF Residential and Commercial. The proposed MDR District is compatible with the comprehensive plan and with surrounding zoning designations.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to MDR, Medium Density Residential District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. (0049-00-004.16, 0049-00-005.01 AND 0049-00-005.02)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2022.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	September 12, 2022
Public Hearing:	September 12, 2022
Second Reading:	September 26, 2022
Third Reading:	October 10, 2022

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Three parcels totaling approximately 19.93 acres located at Williamson Farm Lane and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02)
PROPERTY LOCATION:	One parcel is located off of Williamson Farm Lane while the other two are located at 500 and 516 W. Shiloh Unity Road
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	Medium Density Residential (MDR) District
APPLICANT:	Century Communities and William Harper
COUNCIL DISTRICT:	District 4, Larry Honeycutt
STATUTORY NOTICES:	*Sign(s) posted:* 7/29/ 2022 at 500 W. Shiloh Unity Road (see photos) *Hearing notice published:* The Lancaster News weekend edition 7/30-31/2022, and Carolina Gateway on Wednesday 8/3/2022 *Mailed notices*: 8/1/2022

OVERVIEW:

Site Information

The two parcels along Shiloh Unity each presently have a residence on site, while the site off of Williamson Farm Lane is vacant.

Proposal

These three parcels while not all directly adjacent to one another are all adjacent to TM #0049-00-004.13 which is 150 acres in size and currently zoned Medium Density Residential (MDR). The purpose of this rezoning is to allow these parcels to be combined with TM# 0049-00-004.13 for the development of a single-family residential neighborhood utilizing the Cluster Subdivision Overlay.

Summary of Surrounding Zoning and Uses

Surrounding Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Vacant/Timber
South	Lancaster County	LDR and MDR	Residential
East	Lancaster County	LDR	Residential
West	Lancaster County	LDR	Residential/Agricultural

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

Compatibility with Surrounding Area

The subject parcels are predominately surrounded by other parcels zoned LDR and MDR. The requested MDR District is intended to act as a transitional zoning district between rural and urban development. This area in particular is an area in transition with a mixture of LDR and MDR zoning already existing in the immediate vicinity of the proposed rezoning.

Consistency with Comprehensive Plan*.*

The adopted Comprehensive Plan establishes that the Future Land Use Category of the subject parcels to be Transitional, which corresponds to the Community Type of Suburban SF/MF Residential and Commercial.

According to the adopted Comprehensive Plan, the Suburban Single-Family Neighborhood Community Type are formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large-lot, low-density single-family homes to denser formats of smaller single-family homes. 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		
Mobile/ Modular Homes	Single Family Detached Home	Single Family Attached Home
Community Park	School	Church
Community Center/ Recreational	Natural Area	

INFRASTRUCTURE CONSIDERATIONS

Transportation

The TIA for this project is currently being revised due to a change in access points. The revised TIA executive summary will be available as an attachment to the subsequent Preliminary Plat and Development Agreement related to this project.

Public Utilities

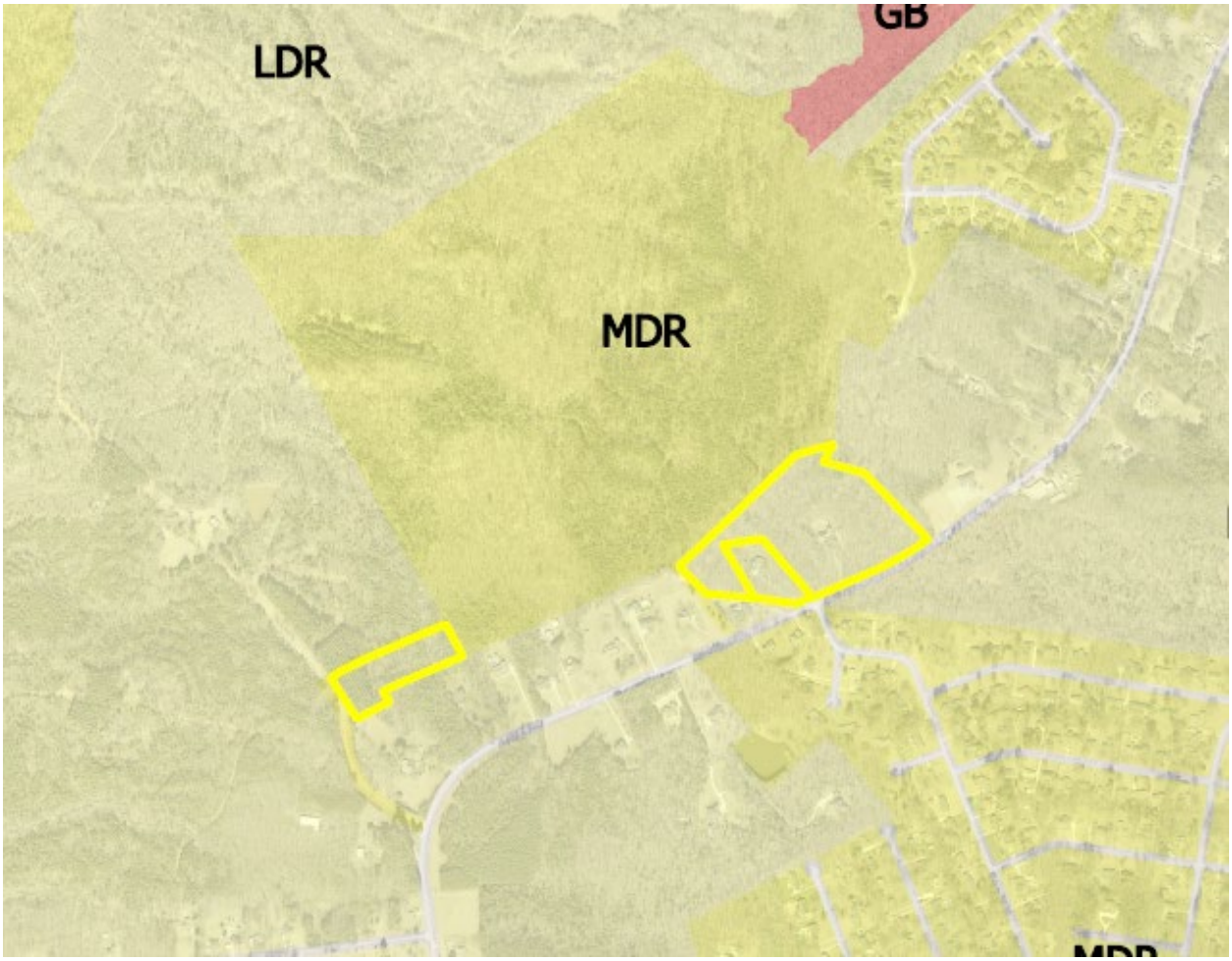
The sewer to this site will primarily be served via the ongoing sewer extension project associated with the Roselyn Development. More details on timing and phasing of sewer access are expected to be available at the Preliminary Plat and Development Agreement stage.

Impact Fees

This area is only subject to the Parks and Recreation Impact Fee.

PHOTOS OF PROJECT AREA:

Looking northeast on West Shiloh Unity Road with one of the subject parcels along left side of the picture.



Aerial of subject parcels and immediately surrounding area.

STAFF RECOMMENDATION:

Staff recommends approval, pursuant to the following findings of fact;

Findings of Fact:

1. That the subject property consists of 19.93 acres located at Williamson Farm Lane and at 500 and 516 W. Shiloh Unity Road (TM#s 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02)
2. That the Future Land Use designation of Transitional is consistent with the requested MDR zoning district;
3. That 19.93-acres are proposed to be rezoned Medium Density Residential (MDR) from Low Density Residential (LDR).

ATTACHMENTS:

1. Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 500 W. Shiloh Unity Road

City Lancaster State SC Zip 29720 Tax Parcel ID 0049-00-005.01

Current Zoning LDR Current Use Residential

Proposed Zoning MDR Total Acres 14.38

Project Description Part of future Shiloh Woods residential subdivison.

Surrounding Property Description Primarily residential properties and vacant land. Connects W. Shiloh Unity Road with the primary acreage for Shiloh Woods, parcel 0049-00-004.13, which is currently zoned MDR.

CONTACT INFORMATION

Applicant Name Century Communities c/o Ryan Hitchins

Address 7401 Carmel Executive Park Drive, Suite 310

City Charlotte State NC Zip 28226 Phone 704-754-5457

Fax _____ Email ryanhitchins@centurycommunities.com

Property Owner Name Randall and Pamela Vaughn

Address 500 W. Shiloh Unity Road

City Lancaster State SC Zip 29720 Phone 803-804-4577

Fax _____ Email RVaughn@comporium.net

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.

Ryan Tidel — 6/20/22

Applicant — Date

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.

June 24, 2022

Lancaster County
Planning Department
P.O. 1809
101 N. Main Street
Lancaster, SC 29721

We, Randall Vaughn and Pamela Vaughn are the property owners of 500 W. Shiloh Unity Road, Lancaster, South Carolina 29720, having a Parcel ID # 0049-00-005.01 and being approximately 14.38 acres.

Notary Public

Randall Vaughn

My Commission Expires 02/27/2029

[SEAL]

TORREY CLYBURN NOTARY PUBLIC My Commission Expires February 27, 2029 SOUTH CAROLINA

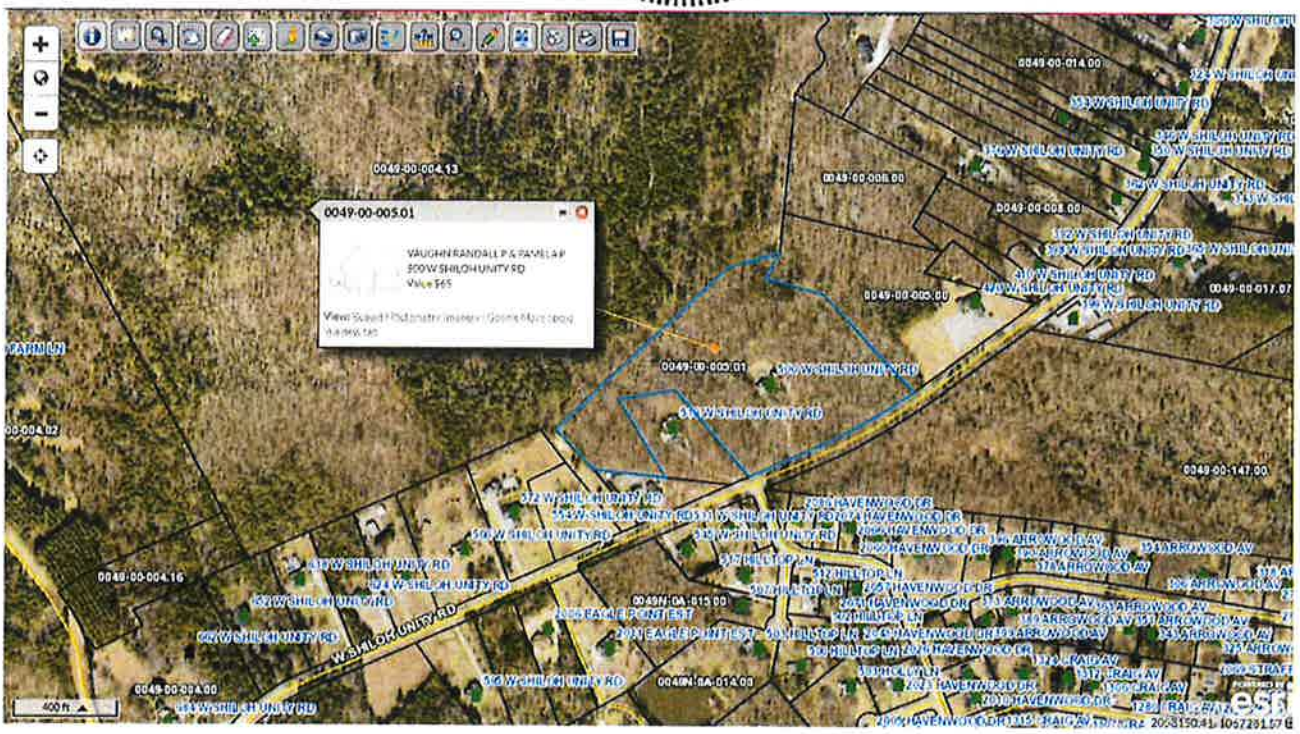
Notary Public

Pamela Vaughn

My Commission Expires 02/27/2029

[SEAL]

TORREY CLYBURN NOTARY PUBLIC My Commission Expires February 27, 2029 SOUTH CAROLINA



INST. # 15767

BOOK R13 PAGE 46

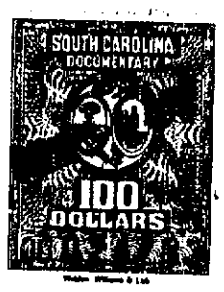
State of South Carolina,
County of Lancaster

52.25

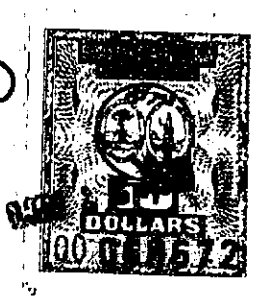
TITLE TO REAL ESTATE

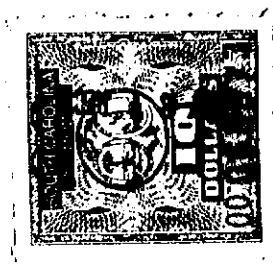
COUNTY DOCUMENT STAMPS COLLECTED

Know All Men by These Presents, That Dora Tucker Jones, a/k/a Dora Evelyn Tucker, Elizabeth Adams Tucker, James Franklin Belk, Dr. Robert S. Belk, and David W. Belk



123.50





hereinafter referred to as grantor for and in consideration of the sum of

Forty-Seven Thousand Three Hundred Ten Dollars and no/100 ($47,310.00) ----------Dollars

to grantor paid by Randall P. Vaughn and Pamela P. Vaughn

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

"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 hundredths (16.39) acres, more or less, and being shown and described on plat of survey made by Wm. Charles Hendley, Jr. Land Surveying, dated November 6, 1993, entitled "BOUNDARY SURVEY FOR RANDALL P. VAUGHN PAMELA P. 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."

Being property acquired by the Grantors as follows: (1) Dora Tucker Jones, a/k/a Dora Evelyn Tucker by deed of Juanita A. Tucker, dated July 3, 1970, and recorded in Deed Book A-6, page 960; (2) Elizabeth Adams Tucker by deed of Charles Edward Tucker, dated November 16, 1995, in Deed Book R13, page 44; and (3) James Franklin Belk, Dr. Robert S. Belk, and David W. Belk, as devisees under the terms of the Last Will and Testament of Lois A. Belk, deceased, who died testate on May 24, 1991, and whose estate is administered in the Office of the Probate Court for Lancaster County, South Carolina in File Number 92ES2900126. Reference is also made to deed of distribution dated June 11, 1992, and recorded in Deed Book S-10, page 131. All deeds referenced herein are recorded in the Office of the Clerk of Court for Lancaster County, South Carolina.

The Address of the Grantees is:

431-C Colonial Avenue
Lancaster, SC 29720

ASSESSOR'S OFFICE
Received 12-19-95
Tax Map Code 49-5.01
Or Portion Of

FILED
OFFICE OF CLERK OF COURT
DEC 19 2 48 PM '95
CLERK OF COURT
LANCASTER COUNTY, S.C.

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

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

BOOK 213 PAGE 47

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this day of , 19 ,

and in the two hundred and twentieth year of the Soverignty and Independence of the United States of America.

SEE ATTACHED SIGNATURE PAGES FOR SIGNATURES OF GRANTORS

Signed, Sealed and Delivered in the Presence of

_____
Witness

_____
Witness

_____ (Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

_____ (Seal)
Elizabeth Adams Tucker

_____ (Seal)
James Franklin Belk

_____ (SEAL)
Dr. Robert S. Belk

_____ (SEAL)
David W. Belk

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the _____ day of _____, 199 5 .

_____
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

State of South Carolina,
County of Lancaster

Dora Tucker Jones a/k/a Dora Evelyn Tucker, Elizabeth Adams Tucker, James Franklin Belk, Dr. Robert S. Belk and David W. Belk

TO

Randall P. Vaughn and Pamela P. Vaughn

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this 19th day of December , A. D. 19 95 , Recorded in Book D of Deeds, page 21.

Cheryl S. Morgan Auditor of the State and County aforesaid

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TRGFYBT
LANCASTER, S.C.

State of South Carolina

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever. BOOK P13 PAGE 48

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 11th day of December, 1995

and in the two hundred and twentieth year of the Soverignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Cheryl L. Frechette
Witness

Bonnie Spears
Witness

Dora Tucker Jones (Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

_____ (Seal)
Elizabeth Adams Tucker

_____ (Seal)
James Franklin Belk

_____ (SEAL)
Dr. Robert S. Belk

_____ (SEAL)
David W. Belk

STATE OF SOUTH CAROLINA)
)
COUNTY OF ~~LANCASTER~~ / Richland

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 11th day of December, 1995.

Bonnie Spears
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 1-9-2005

State of South Carolina,
County of Lancaster

Dora Tucker Jones a/k/a Dora Evelyn Tucker, Elizabeth Adams Tucker, James Franklin Belk, Dr. Robert S. Belk and David W. Belk

TO

Randall P. Vaughn and Pamela P. Vaughn

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this 19th day of December, A. D. 1995, Recorded in Book D of Deeds, page 21.

Cheryl H. Morgan (DC)
Auditor
of the State and County aforesaid.

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LANCASTER, S.C.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

BOOK P-13 PAGE 49

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 11th day of December, 1995

and in the two hundred and twentieth year of the Soverignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Witness

Witness

_____ (Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

_____ (Seal)
Elizabeth Adams Tucker

_____ (Seal)
James Franklin Belk

Robert S. Belk M.D. (SEAL)
Dr. Robert S. Belk

_____ (SEAL)
David W. Belk

STATE OF ~~SOUTH~~ North CAROLINA)
)
COUNTY OF ~~LANCASTER~~ Caldwell

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 11 day of December, 1995.

NOTARY PUBLIC FOR ~~SOUTH CAROLINA~~
NORTH CAROLINA
My Commission Expires: 5.2.95

State of South Carolina,
County of Lancaster

Dora Tucker Jones a/k/a Dora Evelyn Tucker, Elizabeth Adams Tucker, James Franklin Belk, Dr. Robert S. Belk and David W. Belk

TO

Randall P. Vaughn and Pamela P. Vaughn

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this 19th day of December, A. D. 1995, Recorded in Book D of Deeds, page 27.

Auditor of the State and County aforesaid.

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LANCASTER, S.C.

State of South Carolina,

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

BOOK P-13 PAGE 50

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 11 day of DECEMBER, 1995 and in the two hundred and twentieth year of the Soverignty and Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of

Witness

Witness

_____ (Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

_____ (Seal)
Elizabeth Adams Tucker

James Franklin Belk (Seal)
James Franklin Belk

_____ (SEAL)
Dr. Robert S. Belk

_____ (SEAL)
David W. Belk

STATE OF ~~SOUTH~~ North CAROLINA)
)
COUNTY OF ~~LANCASTER~~/ Caldwell)

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 11 day of December, 1995.

NOTARY PUBLIC FOR ~~SOUTH CAROLINA~~/ NORTH CAROLINA
My Commission Expires: 5-2-2000

State of South Carolina,
County of Lancaster

Dora Tucker Jones a/k/a Dora Evelyn Tucker, Elizabeth Adams Tucker, James Franklin Belk, Dr. Robert S. Belk and David W. Belk

TO

Randall P. Vaughn and Pamela P. Vaughn

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this 11 day of December, A. D. 1995, Recorded in Book O of Deeds, page 241.

Auditor of the State and County aforesaid.

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LANCASTER, S.C.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

Book PLB Page 51

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 11TH day of December, 1995,

and in the two hundred and twentieth year of the Soverignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Witness

Witness

_____ (Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

_____ (Seal)
Elizabeth Adams Tucker

_____ (Seal)
James Franklin Belk

_____ (SEAL)
Dr. Robert S. Belk

_____ (SEAL)
David W. Belk

North Carolina Jr
STATE OF ~~SOUTH CAROLINA~~)
)
COUNTY OF ~~LANCASTER~~ Caldwell Jr)

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 11 day of December, 1995.

NOTARY PUBLIC FOR ~~SOUTH CAROLINA~~ ~~TEXAS~~ North Carolina Jr

My Commission Expires: 5-2-2000

State of South Carolina,
County of Lancaster

Dora Tucker Jones a/k/a Dora Evelyn Tucker, Elizabeth Adams Tucker, James Franklin Belk, Dr. Robert S. Belk and David W. Belk

TO

Randall P. Vaughn and Pamela P. Vaughn

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this day of , A. D. 19 , Recorded in Book of Deeds, page .

Auditor of the State and County aforesaid.

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LANCASTER, S.C.

State of South Carolina,

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors, and Assigns forever.

And grantor does hereby bind grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said grantee and grantee's Heirs, Successors and Assigns, against grantor and whomsoever lawfully claiming or to claim, the same or any part thereof.

BOOK 413 PAGE 52

WITNESS the Grantor's Hand and Seal this 4th day of December, 1995

and in the two hundred and twentieth year of the Soverignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Kathleen Grant
Witness

Wm B. Hartley Jr
Witness

_____ (Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

Elizabeth Adams Tucker (Seal)
Elizabeth Adams Tucker

_____ (Seal)
James Franklin Belk

_____ (SEAL)
Dr. Robert S. Belk

_____ (SEAL)
David W. Belk

STATE OF SOUTH CAROLINA)
)
COUNTY OF ~~LANCASTER~~ LANCASTER)

I, the undersigned notary public, do hereby certify that the above named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 4th day of December, 1995.

Wm B. Hartley Jr
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 3-23-05

State of South Carolina,
County of Lancaster

Dora Tucker Jones a/k/a Dora Evelyn Tucker, Elizabeth Adams Tucker, James Franklin Belk, Dr. Robert S. Belk and David W. Belk

TO

Randall P. Vaughn and Pamela P. Vaughn

TITLE TO REAL ESTATE

I hereby certify that the within Deed was filed for record in my office at M. o'clock on the day of , 19 , and was immediately entered upon the proper indexes and duly recorded in Book of Deeds, page

Clerk of Court of Common Pleas and General Sessions or Register Mesne Conveyance for the State and County aforesaid.

I hereby certify that the within Deed has been this 19th day of December, A. D. 1995, Recorded in Book D of Deeds, page 21.

Cheryl H. Morgan (Dpty) Auditor
of the State and County aforesaid.

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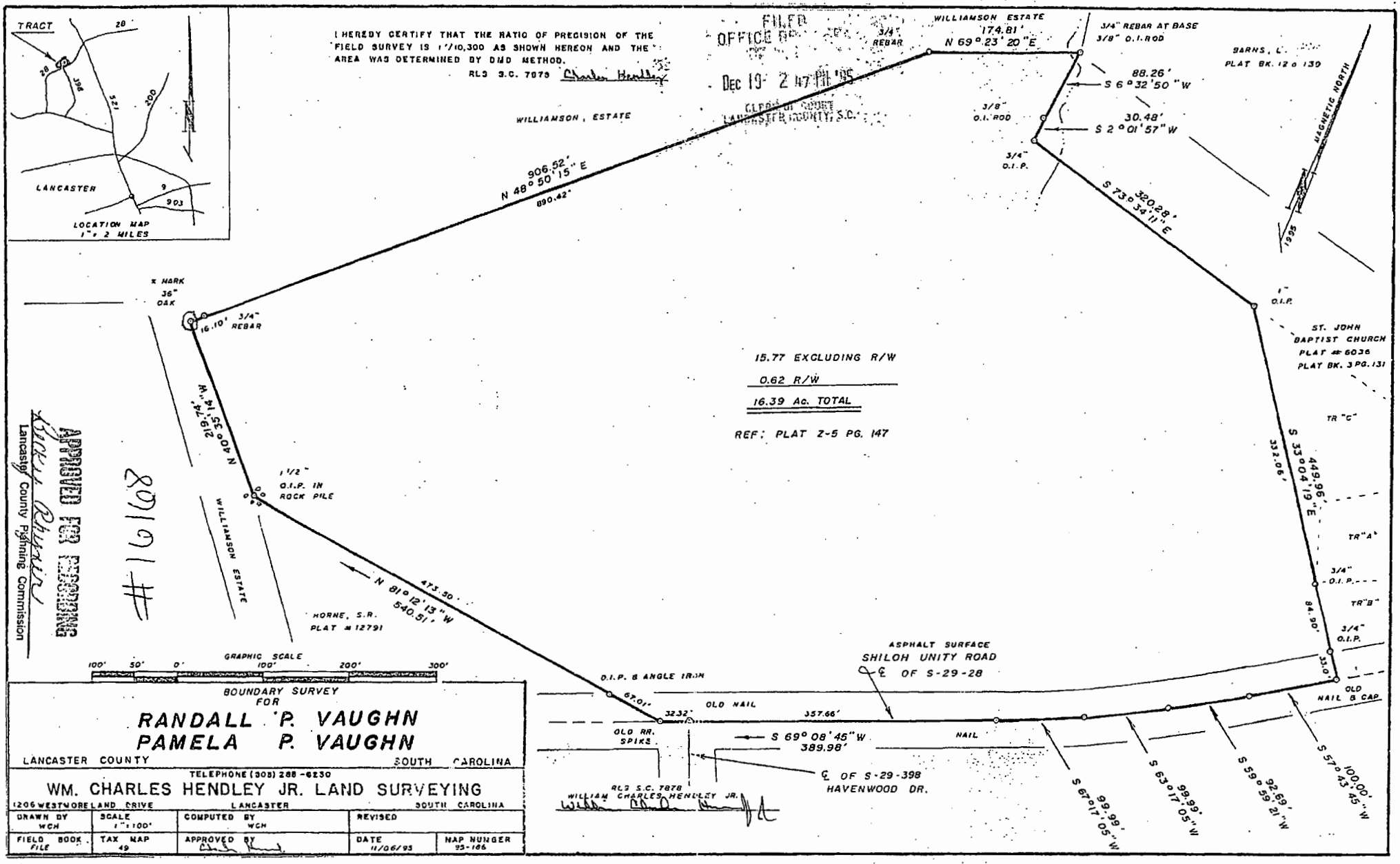
LANCASTER, S.C.


TRACT
LOCATION MAP
1" = 2 MILES
LANCASTER
I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE FIELD SURVEY IS 1'/10,300 AS SHOWN HEREON AND THE AREA WAS DETERMINED BY DMD METHOD.
RLS S.C. 7878
FILED
OFFICE OF
Dec 19 2 47 PM '95
CLERK OF COURT
LANCASTER COUNTY, S.C.
WILLIAMSON ESTATE
3/4" REBAR
N 69° 23' 20" E
174.81'
3/4" REBAR AT BASE
3/8" O.I. ROD
BARNS, L.
PLAT BK. 12 @ 139
88.26'
S 6° 32' 50" W
30.48'
S 2° 01' 57" W
3/8" O.I. ROD
3/4" O.I.P.
MAGNETIC NORTH
1995
S 73° 34' 11" E
320.28'
WILLIAMSON, ESTATE
N 48° 50' 15" E
906.52'
890.42'
X MARK
36" OAK
16.10' 3/4" REBAR
N 40° 35' 14" W
218.74'
1" O.I.P.
ST. JOHN BAPTIST CHURCH
PLAT # 6036
PLAT BK. 3 PG. 131
15.77 EXCLUDING R/W
0.62 R/W
16.39 Ac. TOTAL
REF: PLAT Z-5 PG. 147
TR "C"
S 33° 04' 19" E
332.06'
449.96'
1 1/2" O.I.P. IN ROCK PILE
WILLIAMSON ESTATE
TR "A"
3/4" O.I.P.
TR "B"
84.90'
N 81° 12' 13" W
540.51'
473.30'
HORNE, S.R.
PLAT # 12791
3/4" O.I.P.
33.0'
OLD NAIL & CAP
GRAPHIC SCALE
100' 50' 0' 100' 200' 300'
O.I.P. & ANGLE IRON
ASPHALT SURFACE
SHILOH UNITY ROAD
℄ OF S-29-28
67.01'
32.32'
OLD NAIL
357.66'
OLD RR. SPIKE
S 69° 08' 45" W
389.98'
NAIL
℄ OF S-29-398
HAVENWOOD DR.
RLS S.C. 7878
WILLIAM CHARLES HENDLEY JR.
S 67° 17' 05" W
99.99'
S 63° 17' 05" W
99.99'
S 59° 59' 21" W
92.69'
S 57° 43' 45" W
100.00'
BOUNDARY SURVEY
FOR
RANDALL P. VAUGHN
PAMELA P. VAUGHN
LANCASTER COUNTY SOUTH CAROLINA
TELEPHONE (803) 288-6230
WM. CHARLES HENDLEY JR. LAND SURVEYING
1206 WESTMORELAND DRIVE LANCASTER SOUTH CAROLINA
DRAWN BY WCH
SCALE 1" = 100'
COMPUTED BY WCH
REVISED
FIELD BOOK File
TAX MAP 49
APPROVED BY
DATE 11/06/95
MAP NUMBER 95-186
ABRIDGED FOR RECORDING
Lancaster County Planning Commission
#8191

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 516 W. Shiloh Unity Road

City Lancaster State SC Zip 29720 Tax Parcel ID 0049-00-005.02

Current Zoning LDR Current Use Residential

Proposed Zoning MDR Total Acres 2.01

Project Description Part of future Shiloh Woods residential subdivision.

Surrounding Property Description Primarily residential properties and vacant land. Connects W. Shiloh Unity Road to multiple points on the primary acreage for Shiloh Woods, parcel 0049-00-004.13, which is currently zoned MDR.

CONTACT INFORMATION

Applicant Name Century Communities c/o Ryan Hitchins

Address 7401 Carmel Executive Park Drive, Suite 310

City Charlotte State NC Zip 28226 Phone 704-754-5457

Fax _____ Email ryanhitchins@centurycommunities.com

Property Owner Name Ryan and Emilee Vaughn

Address 516 W. Shiloh Unity Road

City Lancaster State SC Zip 29720 Phone 803-804-4577

Fax _____ Email RVaughn@comporium.net

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 6/20/22

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.

June 24, 2022

Lancaster County
Planning Department
P.O. 1809
101 N. Main Street
Lancaster, SC 29721

We, Ryan Vaughn and Emilee Vaughn are the property owners of 516 W. Shiloh Unity Road, Lancaster, South Carolina 29720, having a Parcel ID # 0049-00-005.02 and being approximately 2.01 acres.

Notary Public

Ryan Vaughn

My Commission Expires 12/27/2029

[SEAL]

TORREY CLYBURN
NOTARY PUBLIC
My Commission Expires
February 27, 2029
SOUTH CAROLINA

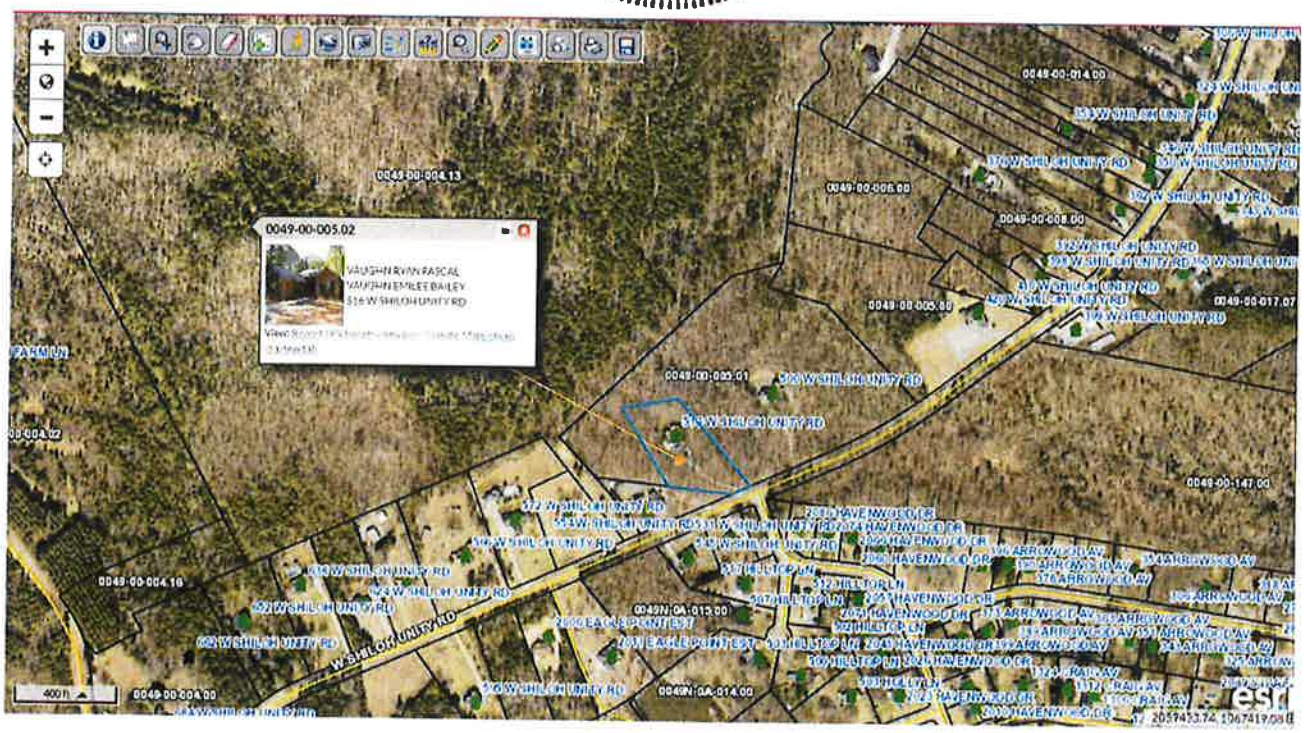
Notary Public

Emilee Vaughn

My Commission Expires 12/27/2029

[SEAL]

TORREY CLYBURN
NOTARY PUBLIC
My Commission Expires
February 27, 2029
SOUTH CAROLINA



RECORDED THIS 6th DAY
OF MARCH, 2019
IN BOOK 00 PAGE 00

Susan D. Hunter Wallace

Auditor, Lancaster County, SC

LANCASTER COUNTY GIS
Tax Map:
0049 00 005 02

2019002958

DEED
RECORDING FEES $10.00
STATE TAX $0.00
COUNTY TAX $0.00
PRESENTED & RECORDED:
03-04-2019 01:59 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: STEPHANIE KNIGHT ROD
BK:DEED 1214
PG:48-51

DEED DRAWN BY:
ROBERT K. FOLKS
ATTORNEY AT LAW
TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **Randall P. Vaughn and Pamela P. Vaughn**, ("Grantor"), in the State aforesaid, for and in consideration of the sum of Five and no/100ths ($5.00) Dollars, Love and Affection, to the Grantor in hand paid at and before the sealing and delivery of these Presents, by the Grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release the following described property, subject to the easements, restrictions, reservations and conditions set forth below, unto **Ryan Pascal Vaughn and Emilee Bailey Vaughn**, ("Grantee"), and Grantee's heirs, successors and assigns:

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-29-28) for a distance of 32.32 feet, containing 2.01 acres, being shown, described and designated on 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.

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

TAM p/o 0049-00-005.01

Grantee's Address:
239 Community Lane
Lancaster, SC 29720

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever.

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

WITNESS the Grantor's Hand and Seal this 1st day of March, 2019, and in the two hundred forty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

_____ (Seal)
Randall P. Vaughn

_____ (Seal)
Pamela P. Vaughn

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, the undersigned notary public, do hereby certify that the above named Grantor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 1st day of March, 2019.

_____ (Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
Notary Name: Robert K. Folks
My Commission Expires: 3-30-21

s:\dbr\deed\VaughnVaughnRyanAndEmilee

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

2. This Affidavit is attached to a Deed dated the same date hereof for 2.01 acres fronting on West Shiloh Unity Road on plat prepared by William Charles Hendley, Jr. Land Surveying dated February 22, 2019, being a portion of Lancaster County Tax Map No. 0049-00-005.01, being transferred by Randall P. Vaughn and Pamela P. Vaughn to Ryan Pascal Vaughn and Emilee Bailey Vaughn.

3. The deed is exempt from the deed recording fee because (See information section of affidavit): Transferring realty in which the value of the realty is equal to or less than one hundred dollars--Exemption #1 (Code Section 12-24-40(1)).

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor.

5. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Randall P. Vaughn

Pamela P. Vaughn

SWORN to before me this 1st day of March, 2019.

Notary Public for South Carolina
Printed Name: Robert K. Folks
My Commission Expires: 3-30-21

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law. Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-40, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock of interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A " family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "Charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

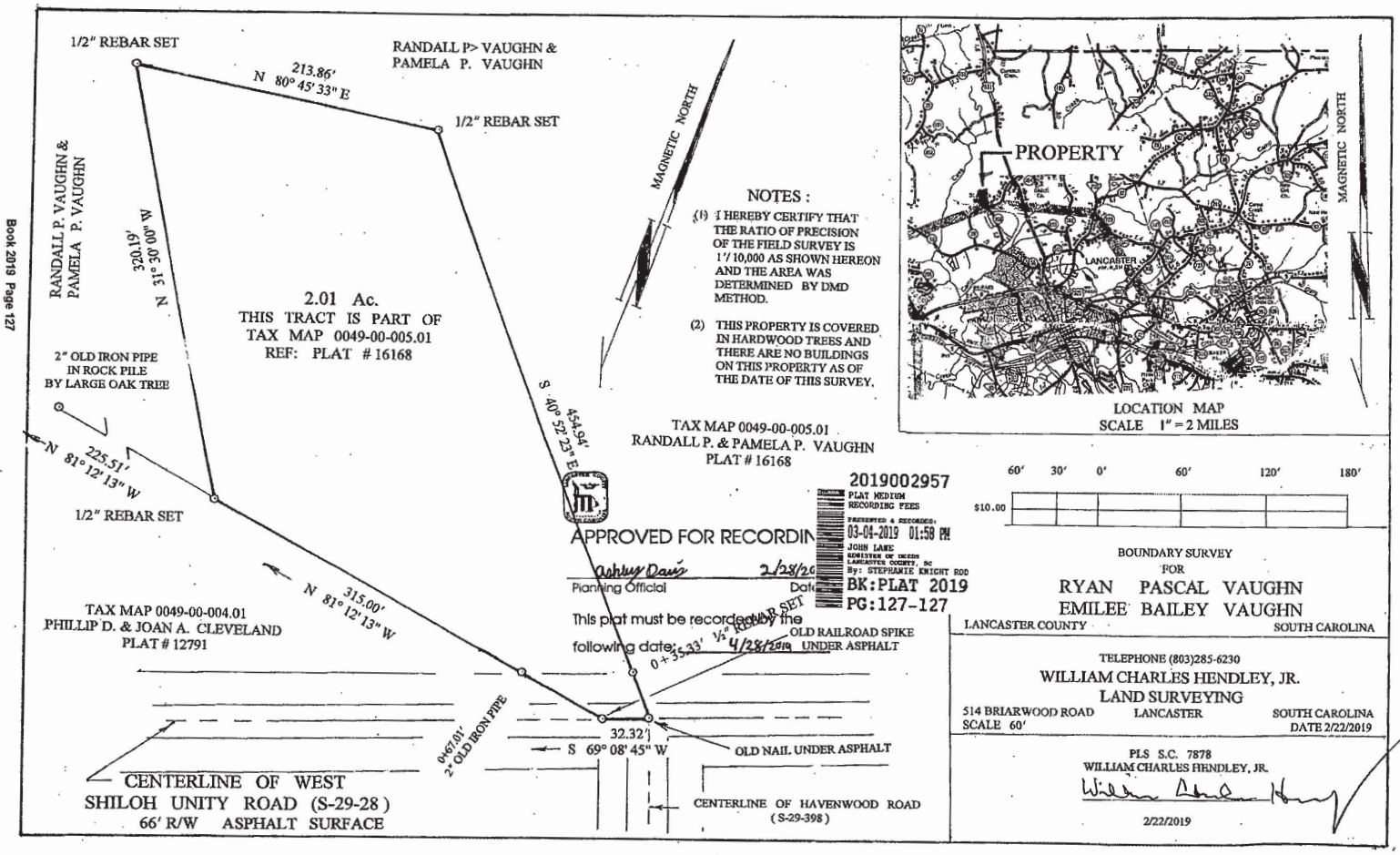
(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



Book 2019 Page 127

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 516 W. Shiloh Unity Road

City Lancaster State SC Zip 29720 Tax Parcel ID 0049-00-005.02

Current Zoning LDR Current Use Residential

Proposed Zoning MDR Total Acres 2.01

Project Description Part of future Shiloh Woods residential subdivision.

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CONTACT INFORMATION

Applicant Name Century Communities c/o Ryan Hitchins

Address 7401 Carmel Executive Park Drive, Suite 310

City Charlotte State NC Zip 28226 Phone 704-754-5457

Fax _____ Email ryanhitchins@centurycommunities.com

Property Owner Name Ryan and Emilee Vaughn

Address 516 W. Shiloh Unity Road

City Lancaster State SC Zip 29720 Phone 803-804-4577

Fax _____ Email RVaughn@comporium.net

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.

Ryan Tidel — 6/20/22

Applicant — Date

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**

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- Makes a recommendation to the County Council.

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June 24, 2022

Lancaster County
Planning Department
P.O. 1809
101 N. Main Street
Lancaster, SC 29721

We, Ryan Vaughn and Emilee Vaughn are the property owners of 516 W. Shiloh Unity Road, Lancaster, South Carolina 29720, having a Parcel ID # 0049-00-005.02 and being approximately 2.01 acres.

Notary Public

Ryan Vaughn

My Commission Expires 12/27/2029

[SEAL]

TORREY CLYBURN
NOTARY PUBLIC
My Commission Expires February 27, 2029
SOUTH CAROLINA

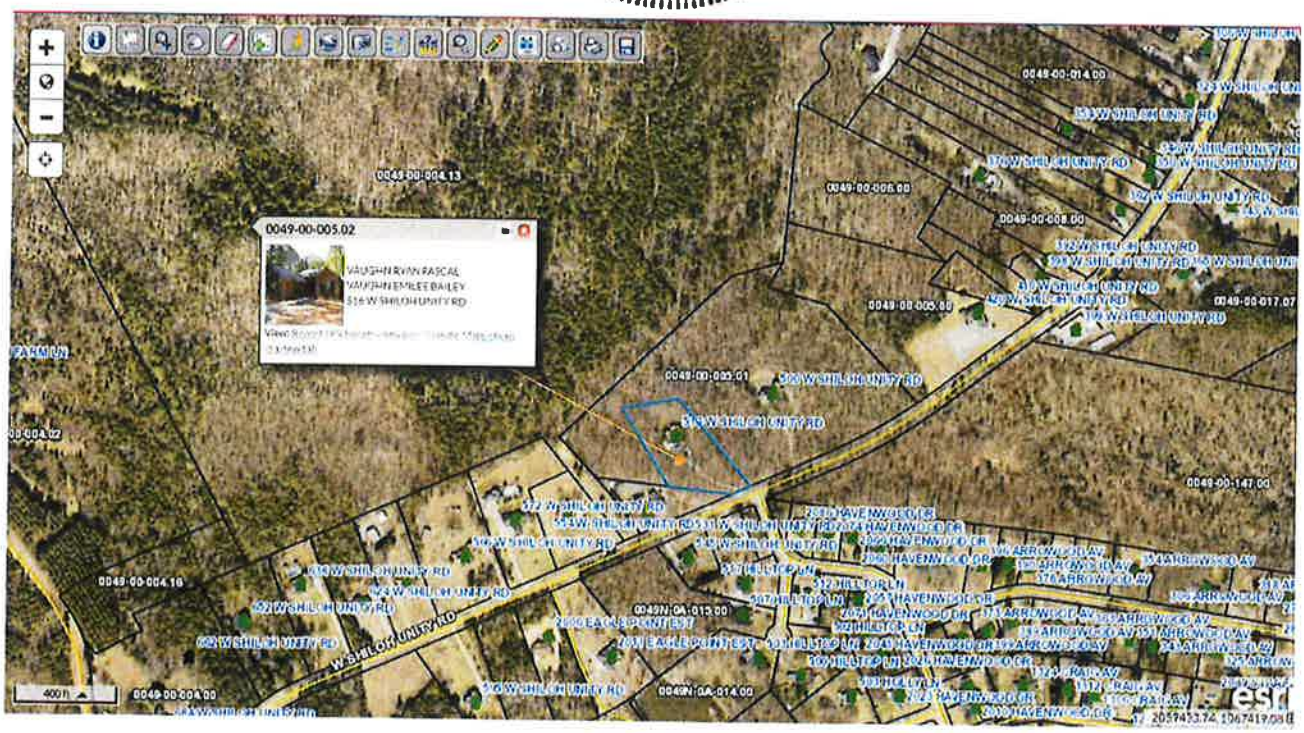
Notary Public

Emilee Vaughn

My Commission Expires 12/27/2029

[SEAL]

TORREY CLYBURN
NOTARY PUBLIC
My Commission Expires February 27, 2029
SOUTH CAROLINA



RECORDED THIS 6th DAY
OF MARCH, 2019
IN BOOK 00 PAGE 00

Susan D. Hunter Wallace

Auditor, Lancaster County, SC

DEED DRAWN BY:
ROBERT K. FOLKS
ATTORNEY AT LAW
TITLE NOT EXAMINED

LANCASTER COUNTY GIS
Tax Map:
0049 00 005 02

2019002958

DEED
RECORDING FEES $10.00
STATE TAX $0.00
COUNTY TAX $0.00

PRESENTED & RECORDED:
03-04-2019 01:59 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: STEPHANIE KNIGHT ROD
BK:DEED 1214
PG:48-51

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **Randall P. Vaughn and Pamela P. Vaughn**, ("Grantor"), in the State aforesaid, for and in consideration of the sum of Five and no/100ths ($5.00) Dollars, Love and Affection, to the Grantor in hand paid at and before the sealing and delivery of these Presents, by the Grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release the following described property, subject to the easements, restrictions, reservations and conditions set forth below, unto **Ryan Pascal Vaughn and Emilee Bailey Vaughn**, ("Grantee"), and Grantee's heirs, successors and assigns:

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-29-28) for a distance of 32.32 feet, containing 2.01 acres, being shown, described and designated on 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.

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TAM p/o 0049-00-005.01

Grantee's Address:
239 Community Lane
Lancaster, SC 29720

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever.

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

WITNESS the Grantor's Hand and Seal this 1st day of March, 2019, and in the two hundred forty-third year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____

_____

_____ (Seal)
Randall P. Vaughn

_____ (Seal)
Pamela P. Vaughn

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, the undersigned notary public, do hereby certify that the above named Grantor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 1st day of March, 2019.

_____ (Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
Notary Name: Robert K. Folks
My Commission Expires: 3-30-21

s:\dbr\deed\VaughnVaughnRyanAndEmilee

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on the back of this affidavit and I understand such information.

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Randall P. Vaughn

Pamela P. Vaughn

SWORN to before me this 1st day of March, 2019.

Notary Public for South Carolina
Printed Name: Robert K. Folks
My Commission Expires: 3-30-21

INFORMATION

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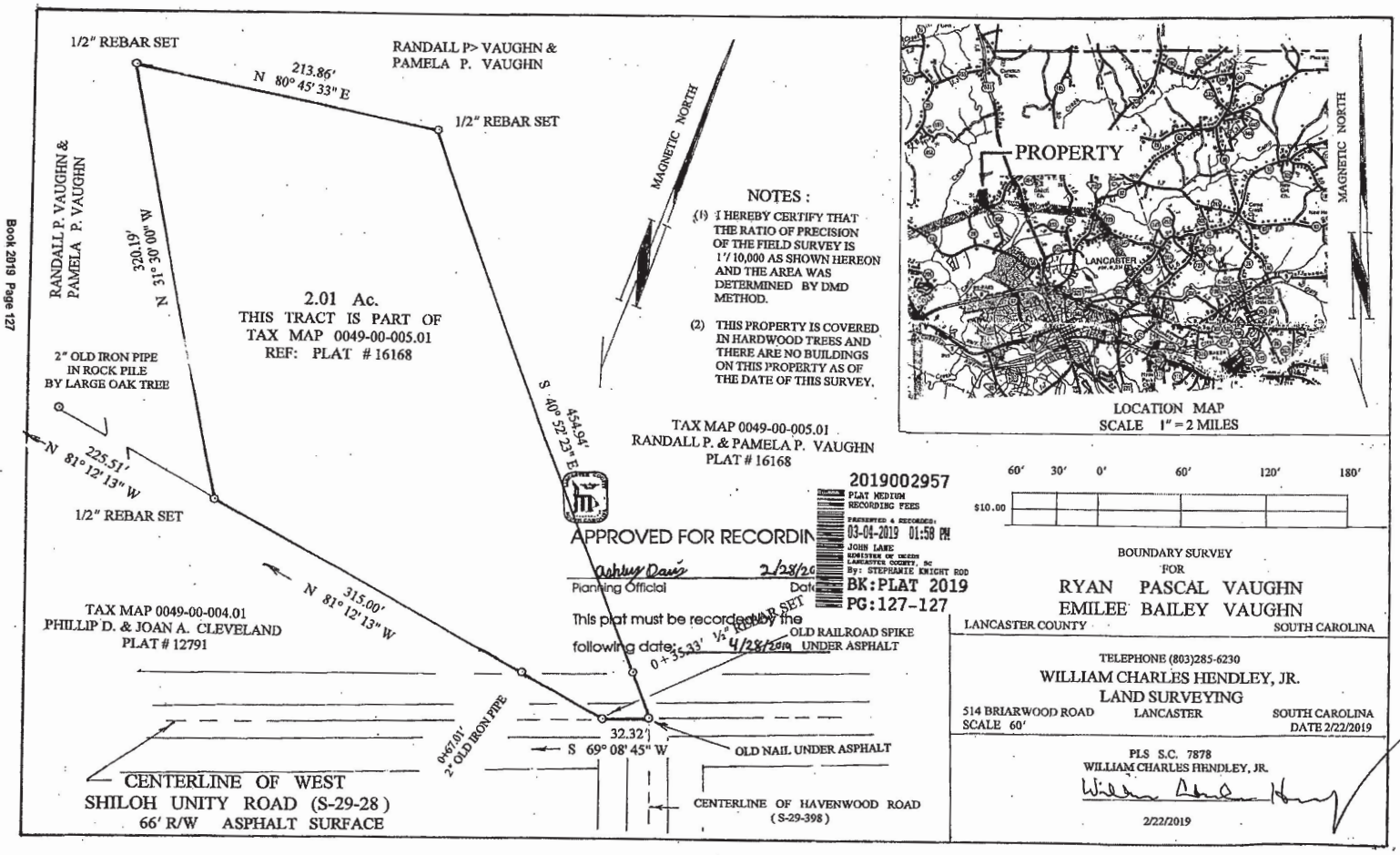
(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.



Book 2019 Page 127

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: Williamson Farm Lane

City: Lancaster State: SC Zip: 29720 Tax Parcel ID: 0049-00-004.16

Current Zoning: LDR Current Use: Qualified Agricultural

Proposed Zoning: MDR Total Acres: 3.54

Project Description: 3.54 acres of proposed Shiloh Woods residential subdivision, the primary piece which consists of 150 acres with tax parcel ID 0049-00-004.13 and is currently zoned MDR

Surrounding Property Description: A mixture of residences and vacant land consisting of MDR LDR properties

CONTACT INFORMATION

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

Address: 7401 Carmel Executive Drive Road, Suite 310

City: Charlotte State: NC Zip: 28266 Phone: 704-754-5457

Fax: Email: ryan.hitchins@centurycommunities.com

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

Address: P.O. Box 1146

City: Lancaster State: SC Zip: 29721 Phone: 803-283-9961

Fax: Email: Beau2@comporium.net

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.

Ryan Hittel — 7/19/22

Applicant — Date

William L Haynes, Manager — 7/19/2022

Property Owner(s) CAMP MIDA ASSOCIATES, — 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.

July 19, 2022

Lancaster County
Planning Department
P.O. 1809
101 N. Main Street
Lancaster, SC 29721

We, William L. Harper and Cane Mill Associates of Elgin, LP are the property owners of 3.54 acres on Williamson Farm Lane, Lancaster, South Carolina 29720, having a Parcel ID # 0049-00-004.16.

Notary Public

My Commission Expires 2/11/2025

[SEAL]

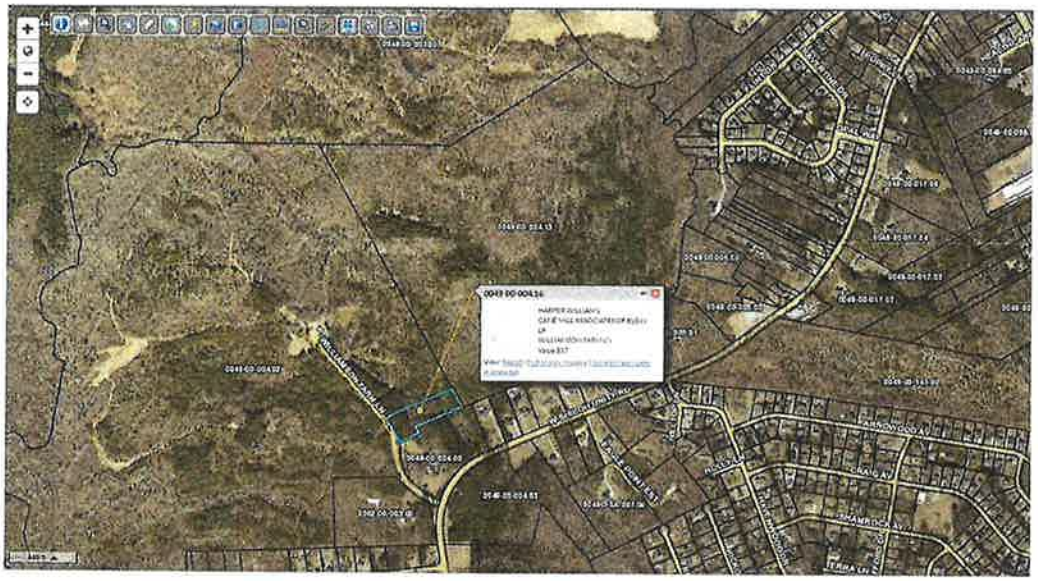
William L. Harper

Notary Public

My Commission Expires 2/11/2025

[SEAL]

Cane Mill Associates of Elgin, LP



2010008188

DEED
RECORDING FEES $10.00
STATE TAX $65.00
COUNTY TAX $27.50
PRESENTED & RECORDED:
07-29-2010 04:34 PM

JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE KIRKLEY DEPUTY
BK:DEED 574
PG:42-45

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF LANCASTER)

KNOW ALL MEN BY THESE PRESENTS that BARBARA WILLIAMSON PAUL, individually, and BARBARA W. PAUL, TRUSTEE OF THE BARBARA W. PAUL RECOVCABLE TRUST DATED APRIL 29, 2009 (hereinafter collectively referred to as "Grantor"), for and in consideration of the sum of Twenty Five Thousand and No/100 Dollars ($25,000.00) hand paid at and before the sealing of these presents by WILLIAM L. HARPER and CANE MILL ASSOCIATES OF ELGIN, LP, a South Carolina limited partnership (hereinafter collectively referred to as the "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said Grantee, its successors and assigns forever, the following described real property, to wit:

FOR A DESCRIPTION OF THE PROPERTY CONVEYED BY THIS DEED REFERENCE IS MADE TO THE ATTACHED EXHIBIT "A" WHICH IS INCORPORATED HEREIN

DERIVATION: Being property devised to Barbara Williamson Paul, Norman Lloyd Williamson, Howard Knox Williamson III, and Kevin Gray Williamson under the terms of the Last Will and Testament of Howard K. Williamson, Sr., deceased, who died testate on May 16, 1991, with the estate being administered in the Probate Court for Lancaster County, South Carolina in File Number 91ES2900191. See also deed of distribution recorded in Deed Book U-10, page 22. The interest of Norman Lloyd Williamson a/k/a Norman L. Williamson was conveyed to Barbara Williamson Paul by deed dated December 15, 1992 and recorded in Deed Book C-11, page 278. The interest of Kevin Gray Williamson was conveyed to Barbara Williamson Paul by deed dated January 16, 2001 and recorded in Deed Book 106, page 184. The interest of Howard Knox Williamson III was conveyed to Barbara Williamson Paul by deed dated July 21, 2003 and recorded in Deed Book 203, page 269. Barbara Williamson Paul conveyed a remainder interest in the property to Barbara W. Paul, Trustee of the Barbara W. Paul Revocable Trust dated April 29, 2009 by deed dated April 29, 2009 and recorded in Deed Book 515, page 274. All deeds referenced above are recorded in the Office of the Register of Deeds for Lancaster County, South Carolina.

RECORDED THIS 11th DAY OF AUGUST, 2010 IN BOOK O PAGE H-1
Cheryl L. Morgan
Auditor, Lancaster County, SC

LANCASTER COUNTY GIS Tax Map: 0049 00 004 14

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

The Address of the Grantee is:

2625 Kershaw Camden Highway
Lancaster, SC 29720

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto the said Grantee, its successors and assigns forever.

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

WITNESS the Grantor's Hand and Seal this 27th day of July, 2010, and in the Two Hundred Thirty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Barbara Williamson Paul
Barbara Williamson Paul

Patti S. Evans

Barbara W. Paul
Barbara W. Paul, Trustee of the Barbara W. Paul Revocable Trust dated April 29, 2009

STATE OF SOUTH CAROLINA,)
)
COUNTY OF LANCASTER.)

PERSONALLY appeared before me, the undersigned witness, and made oath that (s)he saw the above named, Barbara Williamson Paul and Barbara W. Paul, Trustee of the Barbara W. Paul Revocable Trust dated April 29, 2009, sign, seal and as their, her, his or its act and deed, deliver the within written instrument for the uses and purposes therein mentioned and that (s)he with the other witness above witnessed the execution thereof.

SWORN TO before me this

27th day of July, 2010.

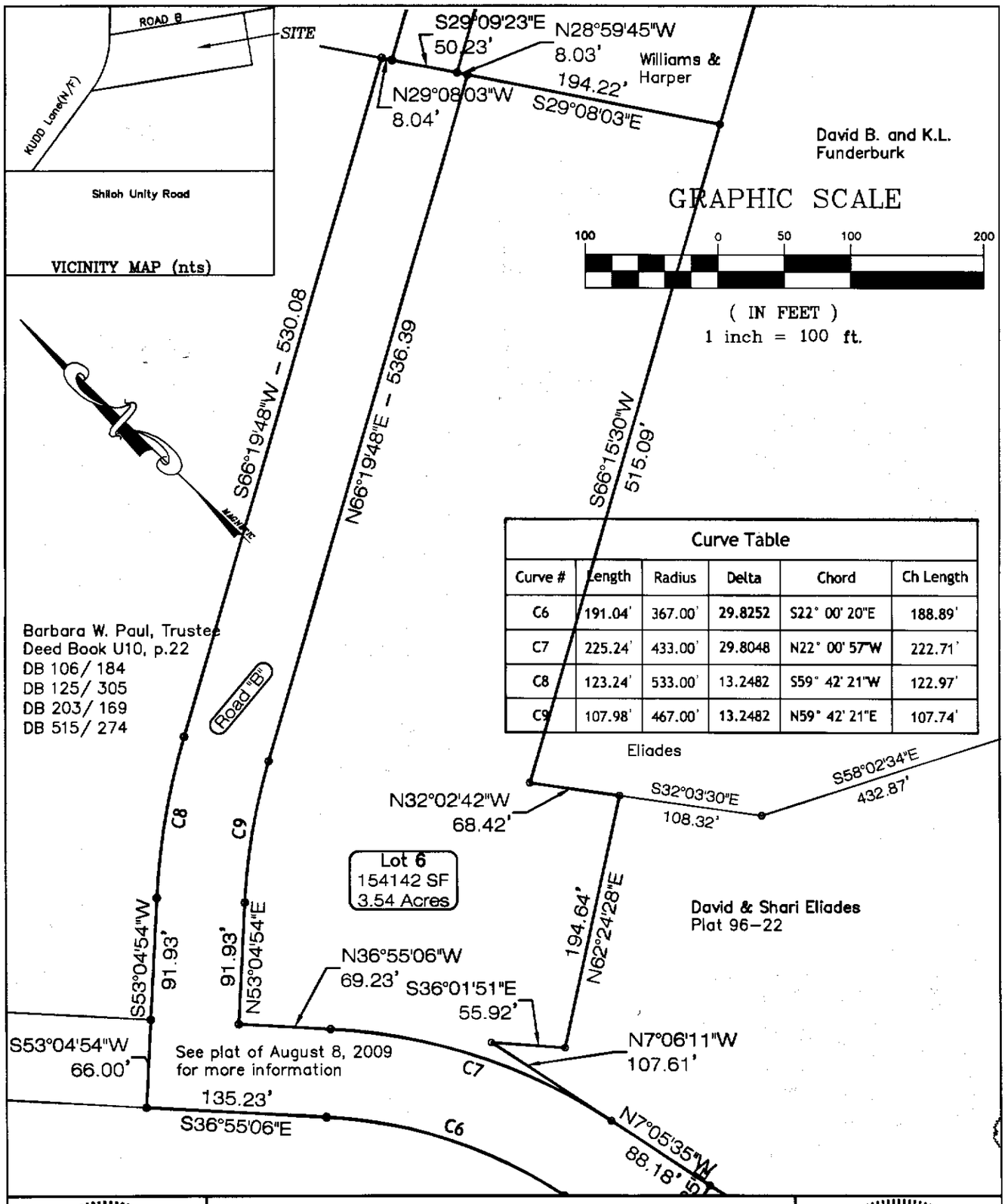
Patti S. Evans

NOTARY PUBLIC FOR SC
My Commission Expires: 5-3-2012

EXHIBIT "A"

(Legal Description)

"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."



SOUTH CAROLINA REGISTERED PROFESSIONAL No. 19896 TIER "A" LAND SURVEYOR JULIAN E. SAVERANCE

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

This plat is certified only to the party (parties) listed below.. The unauthorized reproduction of this Plat is illegal and could result in legal action by Copyright Holder.

NO NEW PROPERTY LINES, EASEMENTS, OR RIGHTS OF WAY ESTABLISHED.

SOUTH CAROLINA PRECISION SURVEYING INCORPORATED No. - C01244 CERTIFICATE OF AUTHORIZATION

DATE: October 10, 2009

10-10-2009

PLAT

of BOUNDARY AND CLOSING SURVEY

COUNTY OF LANCASTER

STATE OF SOUTH CAROLINA

THE SAME BEING OF PROPERTY SHOWN ON PSI 8/6/09 AND RECORDED IN DEED Bk U10,p.22,106/184,etc. IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY. CURRENT TAX MAP NUMBER IS 49-00-4.02

SURVEYED FOR

BARBARA W. PAUL

SURVEYED BY

PRECISION SURVEYING, INC.

1991 TARA TRAIL - LANCASTER, SC - 29720 - (803)-283-2022

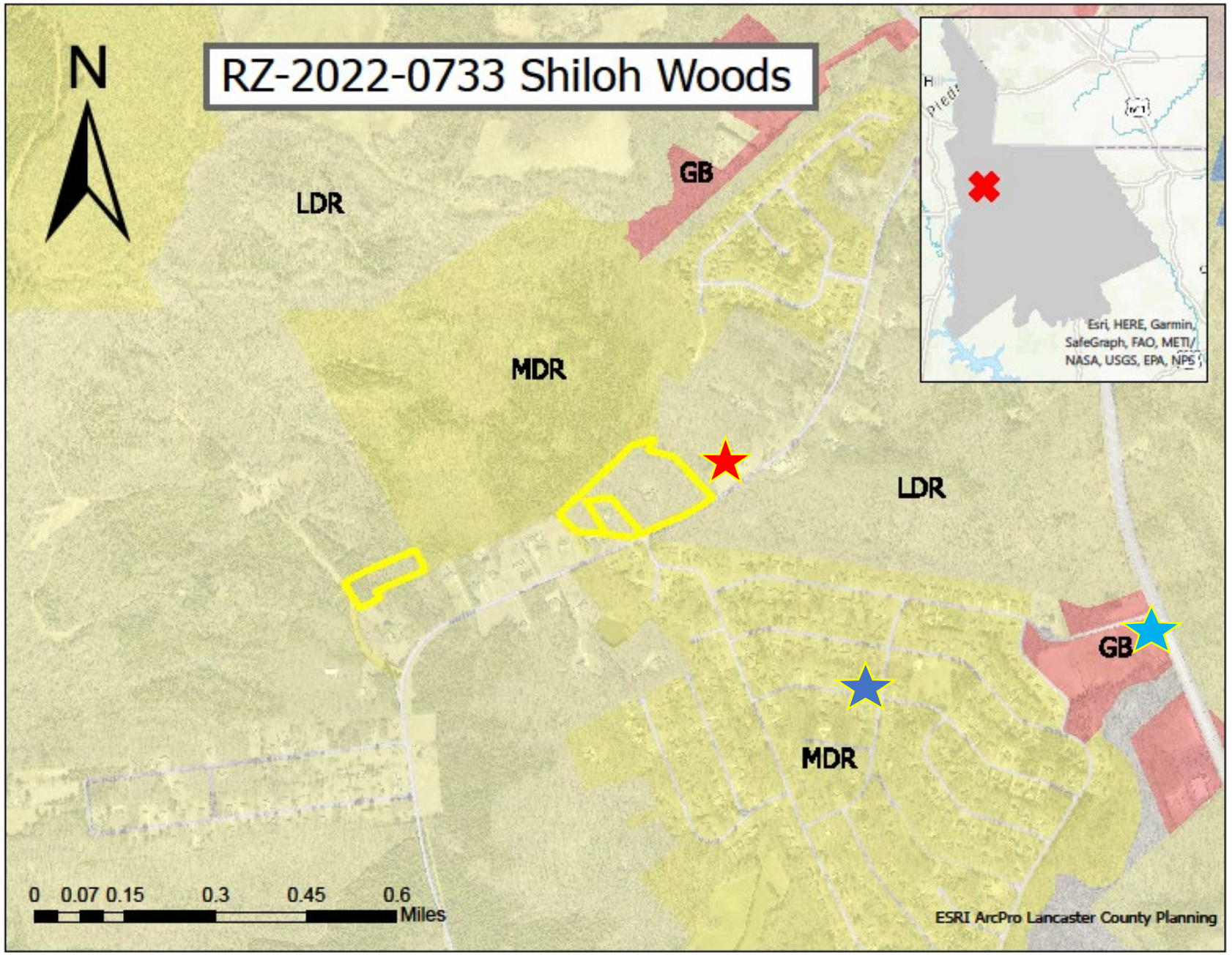
2010008187

PLAT SMALL RECORDING FEES $5.00

PRESENTED & RECORDED: 07-29-2010 04:33 PM

JOHN LANE REGISTER OF DEEDS LANCASTER COUNTY, SC By: CANDICE KIRKLEY DEPUTY

BK:PLAT 2010 PG:341-341



Lancaster County
South Carolina

Proposal:
Request to rezone from LDR to MDR (CSO)

Legend:

Subject Property

Arrowood Subdivision

St. John Baptist Church

Crow's Nest Driving Range

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, August 16, 2022, and Monday, September 12, 2022, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2022-0733: 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- Cluster Subdivision Overlay (MDR-CSO), to allow development of a 404-lot Cluster Subdivision.
2. RZ-2022-1418: 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).
3. RZ-2022-1527: 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-Carolina Heelsplitter Overlay (MDR-CHO) to create a 179-lot single-family residential development.
4. DA-2022-1527: 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.

The following item will be heard at public hearing before the Lancaster County Planning Commission on Tuesday, August 16, 2022 at 6:00 PM the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC; and by the Kershaw Town Council on Monday, September 19, 2022 at 7:00 PM at Kershaw Town Hall at 113 S. Hampton Street, Kershaw SC.

1. RZ-2022-1428: 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.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

lished in The Lancaster News,
Carolina, in accordance with

wspaper Rep Signature

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

NOTARY PUBLIC SOUTH CAROLINA

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

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I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on July 30th 2022.

SWORN to before me this 1st day of Aug, 2022

Ashley Johnson

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

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

CAROLINA GATEWAY

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-339-6862

PUBLIC HEARING NOTICE

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published in the Carolina
a, in accordance with law

paper Rep Signature

PUBLIC
SOUTH CAROLINA

CAROLINA GATEWAY

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-339-6862

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Lancaster News, P.O. Box 640, Lancaster, SC 29721.

Submit sports events or notices via email to mbanks@thelancasternews.com, fax to 803-283-8969, or mail to The

SPORTS SHORTS

Fall Flurry Oct. 22: The 12th annual Fall Flurry, the Lancaster Children's Home fall fundraiser, is Oct. 21 at the Rocky Creek Sporting Clays, 3390 Mountain Gap Road, Richburg.

Cost is $125 per shooter for a four-member team, or $150 for individuals. Fee includes 10 warm-up shells, ammo at station, meal and awards presentation at shoot.

The HOA team will win a trophy and money, Nutramax Laboratories is the title sponsor. For details, call Melanie Harper at 803-286-5277 or email lch@compordium.net.

I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on August 3rd 2022.

SWORN to before me this 6th day of September, 2022

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

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA