

Planning Commission Members

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

**County Attorney**

John K. DuBose III

Clerk to Planning Commission

Jennifer Bryan

Development Services Director

Rox Burhans

August 4, 2022

5:00 PM

**101 North Main Street
Lancaster, SC 29720**

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

Planning Commission Workshop AGENDA

1. Call to Order Regular Meeting and Roll Call Vote

2. New Business

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

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

b. RZ-2022-1418 Elgin Fire Department

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

c. RZ-2022-1428 Marilyn Thompson

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

d. RZ-2022-1527 Arbor Walk, LLC

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

e. DA-2022-1527 Arbor Walk, LLC

Application by Arbor Walk, LLC for a Development Agreement for approximately 112.5 acres located at or adjacent to 2991 Vance Baker Road (TM# 0009-00-015.00), to create a 179-lot single-family residential development.

f. Overview of next month's Agenda

g. Other

3. Adjourn

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-0733 Century Communities aka Shiloh Woods

Contact Person / Sponsor: A. Davis

Department: Planning

Date Requested to be on Agenda: 8/4/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/1/2022	Exhibit
Application- additional parcel	8/1/2022	Exhibit
Location Map	8/1/2022	Exhibit



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastercsc.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 Hibel
Applicant

6/20/22
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.

Lancaster County
Planning Department
P.O. 1809
101 N. Main Street
Lancaster, SC 29721

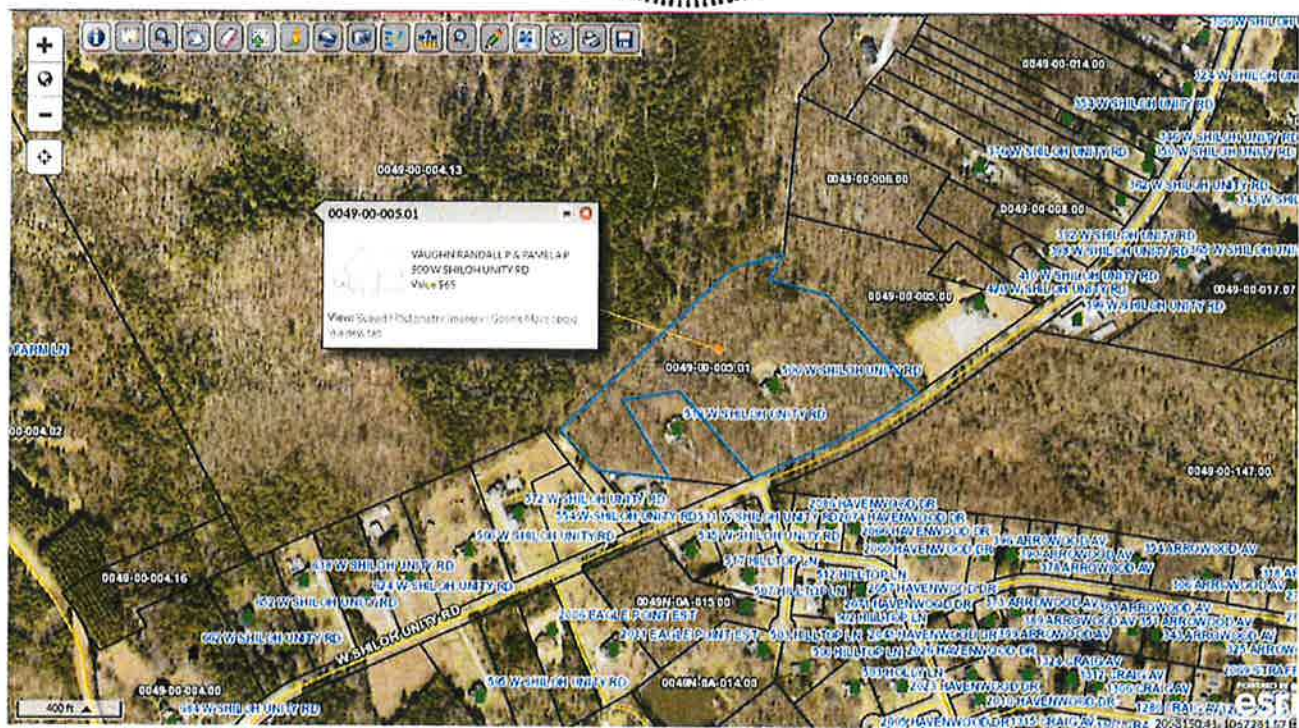

Notary Public

My Commission Expires 02/27/2025

TORREY CLYBURN
 My Commission Expires
 NOTARY
 PUBLIC
 February 27, 2029
 SOUTH CAROLINA


Notary Public

My Commission Expires 02/27/2009



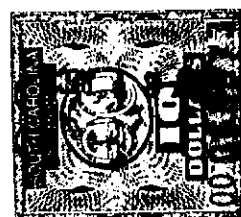
INST. # 15767
State of South Carolina,
County of Lancaster

BOOK P13 PAGE 46

TITLE TO REAL ESTATE

COUNTY DOCUMENT STAMPS COLLECTOR

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



hereinafter referred to as grantor for and in consideration of the sum of

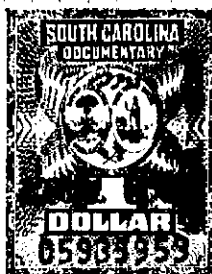
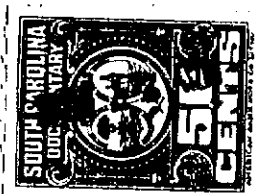
Forty-Seven Thousand Three Hundred Ten Dollars and no/100 (\$47,310.00) -----Dollars

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 P13, 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 20, 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.

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 _____.

of the State and County aforesaid

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TREGENT
LANCASTER, S.C.

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 Sovereignty 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

Dora Tucker Jones, a/k/a Dora Evelyn Tucker

Elizabeth Adams Tucker

James Franklin Belk

Dr. Robert S. Belk

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 _____, 1995

NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires:

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 17th day of December, 1995, and in the two hundred and twentieth year of the Sovereignty 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

Elizabeth Adams Tucker (Seal)

James Franklin Belk (Seal)

Dr. Robert S. Belk (SEAL)

David W. Belk (SEAL)

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 17th 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 0
of Deeds, page 7-1.

Cheryl H. Morgan (pk) Auditor
of the State and County aforesaid.

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TREGENT
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.

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 Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Laura B. Smith
Witness

Rayne Lee Robinson
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

North
STATE OF ~~SOUTH~~ CAROLINA NC
COUNTY OF ~~LANCASTER~~ Caldwell NC

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.

Jo Ann Cunningham
NOTARY PUBLIC FOR ~~SOUTH CAROLINA~~
NORTH CAROLINA NC
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 271.
Doreen H. Morgan Auditor
of the State and County aforesaid.

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TRGF/YBT
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.

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 Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Lana Smith
Witness

Raymond Lee Robblee
Witness

_____(Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

_____(Seal)
Elizabeth Adams Tucker

James Franklin Belk
James Franklin Belk

_____(SEAL)
Dr. Robert S. Belk

_____(SEAL)
David W. Belk

North
STATE OF SOUTH 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 .

Jo Ann Crunkleton
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

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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 0
of Deeds, page 21.

Cheryl H. Morgan
Auditor
of the State and County aforesaid.

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TRGF/YBT
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.

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 Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Lana B. Smith
Witness

Rayma Lee Robbins
Witness

(Seal)
Dora Tucker Jones, a/k/a Dora Evelyn Tucker

(Seal)
Elizabeth Adams Tucker

(Seal)
James Franklin Belk

(SEAL)
Dr. Robert S. Belk

David W. Belk
(SEAL)
David W. Belk

North Carolina)
STATE OF ~~SOUTH 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, 199 5.

J. Arlen Crunkilton
NOTARY PUBLIC FOR ~~SOUTH CAROLINA~~ North Carolina
~~TEXAS~~
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
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19____, and was immediately entered upon
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_____ 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 21
of Deeds, page 21.
Cheryl H. Morgan Auditor
of the State and County aforesaid.

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TRGFYBT
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.

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 4th day of December, 1995

and in the two hundred and twentieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Kathleen Grant
Witness

W. B. Harlow
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)

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 .

W. B. Harlow
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

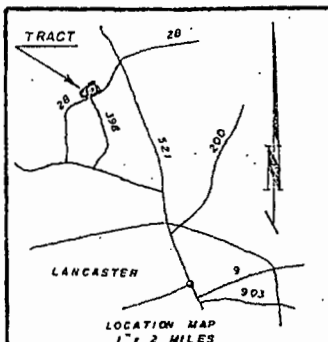
TITLE TO REAL ESTATE

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19____, and was immediately entered upon
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_____ 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 0
of Deeds, page 251.
Cheryl H. Morgan (Att) Auditor
of the State and County aforesaid.

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TRGF/YBT
LANCASTER, S.C.



I HEREBY CERTIFY THAT THE RATIO OF PRECISION OF THE
FIELD SURVEY IS 1/10,000 AS SHOWN HEREON AND THE
AREA WAS DETERMINED BY DMD METHOD.

RL3 S.C. 7073 *Charles Hendley*

FILED
OFFICE OF THE
CLERK OF COURT
LANCASTER COUNTY, S.C.

Dec 19 2 47 PM '95

WILLIAMSON, ESTATE

906.52'
N 48° 50' 15" E
890.42'

WILLIAMSON ESTATE

174.81'

N 69° 23' 20" E

3/4" REBAR AT BASE
3/8" O.I. ROD

88.26'

S 6° 32' 50" W

30.48'

S 2° 01' 57" W

320.28'

S 73° 35' 11" E

BARNES, L.
PLAT BK. 12 & 130

1925

MAGNETIC NORTH

1" O.I.P.

ST. JOHN

BAPTIST CHURCH

PLAT # 6036

PLAT BK. 3 PG. 131

TR "C"

TR "A"

TR "B"

3/4" O.I.P.

3/4" O.I.P.

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3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

15.77 EXCLUDING R/W

0.62 R/W

16.39 AC. TOTAL

REF: PLAT Z-5 PG. 147

X MARK
36"
OAK

16.10' 3/4" REBAR

119.74' N 45° 50' 12" E

119.74' N 45° 50' 12" E

119.74' N 45° 50' 12" E

119.74' N 45° 50' 12" E

119.74' N 45° 50' 12" E

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1 1/2" O.I.P. IN
ROCK PILE

HORNE, S.R.
PLAT # 12791

N 81° 12' 13" W
540.51'

D.I.P. & ANGLE 18.14

670.1'

32.32'

357.66'

OLD NAIL

OLD RR. SPIKE

S 69° 08' 45" W

389.98'

Q. OF S-29-398

HAVENWOOD DR.

RL3 S.C. 7073

WILLIAM CHARLES HENDLEY JR.

William Charles Hendley Jr.

3/4" REBAR

3/8" O.I. ROD

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

3/4" O.I.P.

ASPHALT SURFACE
SHILOH UNITY ROAD

Q. OF S-29-28

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

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NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

NAIL

GRAPHIC SCALE
100' 50' 0' 100' 200' 300'

BOUNDARY SURVEY
FOR

RANDALL P. VAUGHN
PAMELA P. VAUGHN

LANCASTER COUNTY SOUTH CAROLINA

WM. CHARLES HENDLEY JR. LAND SURVEYING

1206 WESTMORELAND DRIVE LANCASTER SOUTH CAROLINA

TELEPHONE (803) 288-6230

DRAWN BY SCALE COMPUTED BY REVISED

WCH 1" = 100' WCH

FIELD BOOK TAX MAP APPROVED BY DATE MAP NUMBER

FILE 49 *Charles Hendley* 11/06/95 95-186

34

35

36

37

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39

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41

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43

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Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.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.

Ryan Hilde
Applicant

6/28/22
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

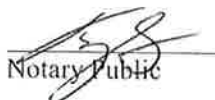
Lancaster County
Planning Department
P.O. 1809
101 N. Main Street
Lancaster, SC 29721

We, 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

My Commission Expires 12/27/2029

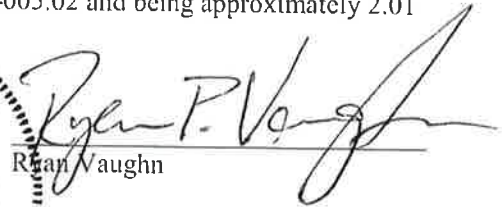
[SEAL]


Notary Public

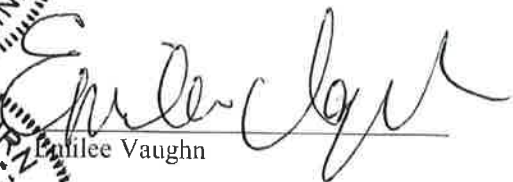
My Commission Expires 12/27/2029

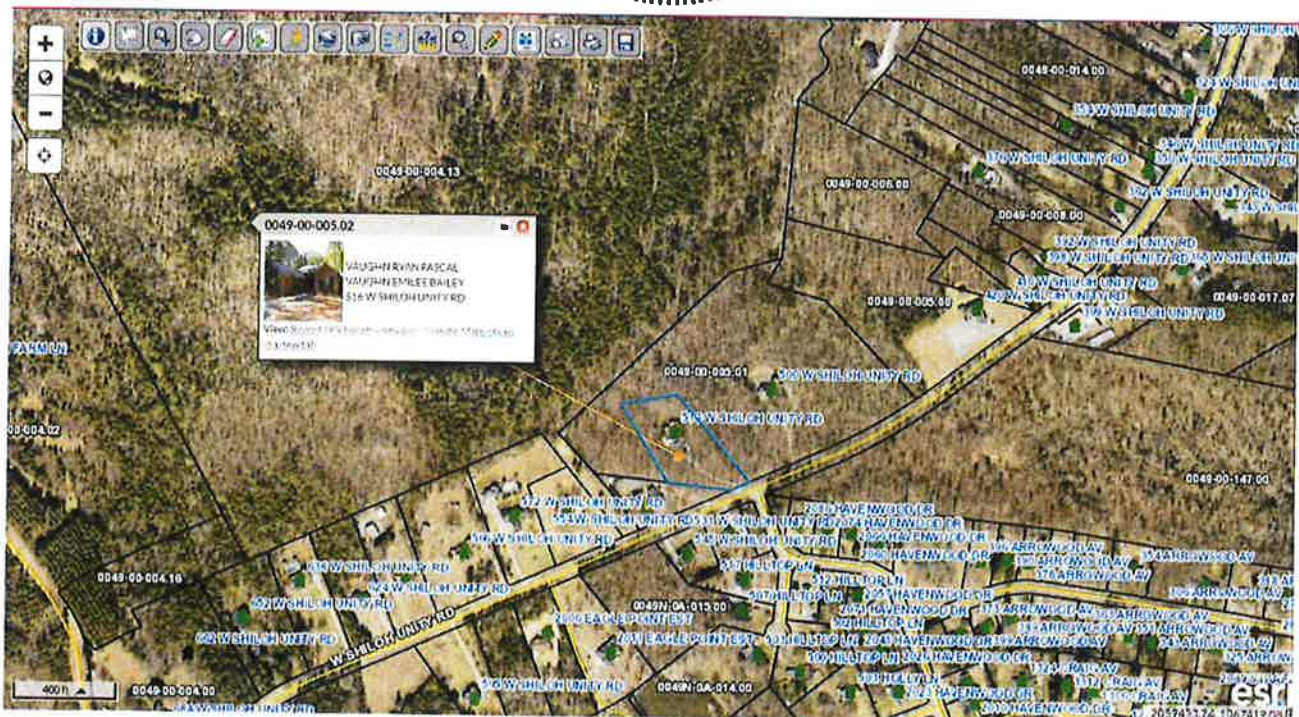
[SEAL]




Ryan Vaughn




Emilee Vaughn



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.

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

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
Randall P. Vaughn
✓ Pamela P. Vaughn
Pamela P. Vaughn

SWORN to before me this 1st day of March, 2019.

Robert K. Folks
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.



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.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.

Ryan Hilde
Applicant

6/20/22
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 _____

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June 24, 2022

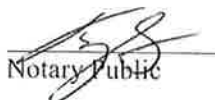
Lancaster County
Planning Department
P.O. 1809
101 N. Main Street
Lancaster, SC 29721

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

My Commission Expires 12/27/2029

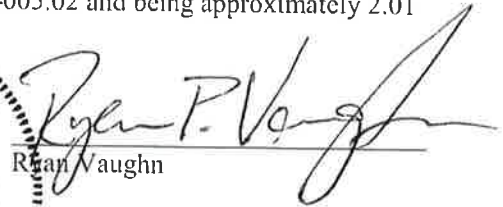
[SEAL]


Notary Public

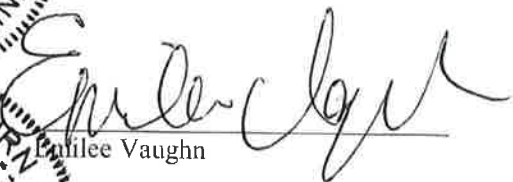
My Commission Expires 12/27/2029

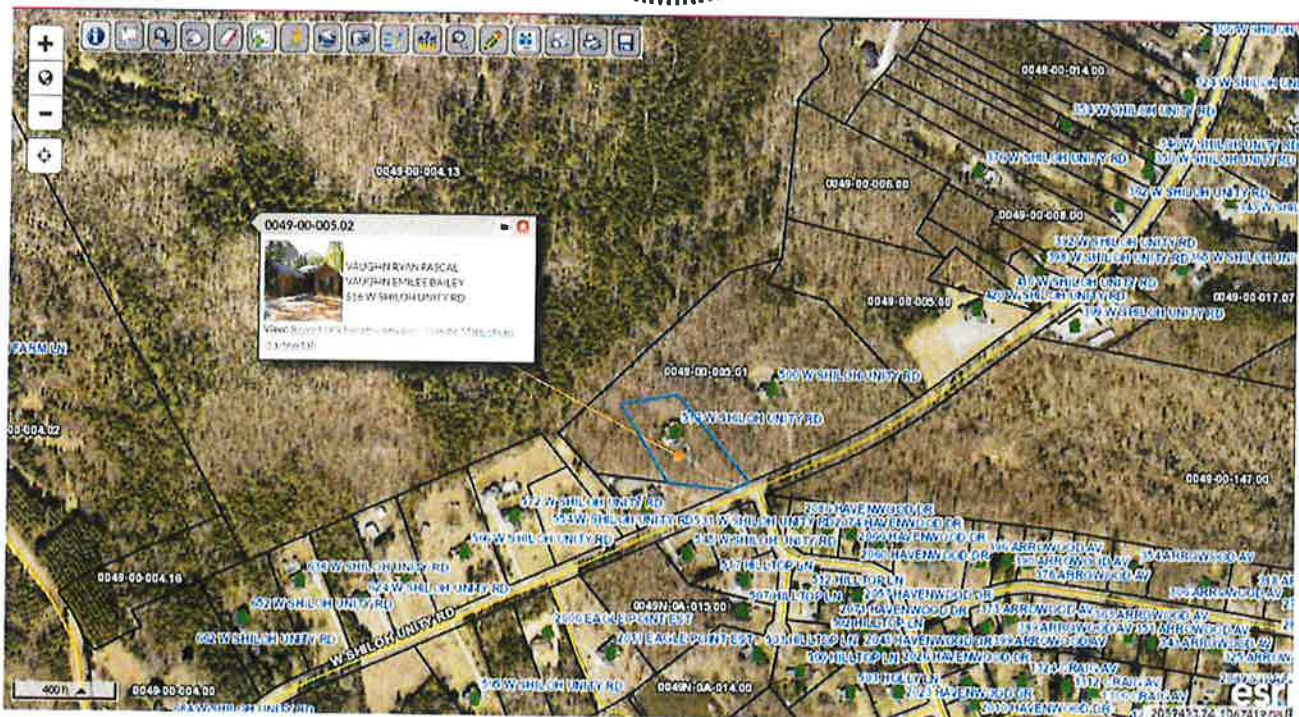
[SEAL]




Ryan Vaughn




Emilee Vaughn



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.

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TAM p/o 0049-00-005.01

Grantee's Address:
239 Community Lane
Lancaster, SC 29720

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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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
Randall P. Vaughn
✓ Pamela P. Vaughn
Pamela P. Vaughn

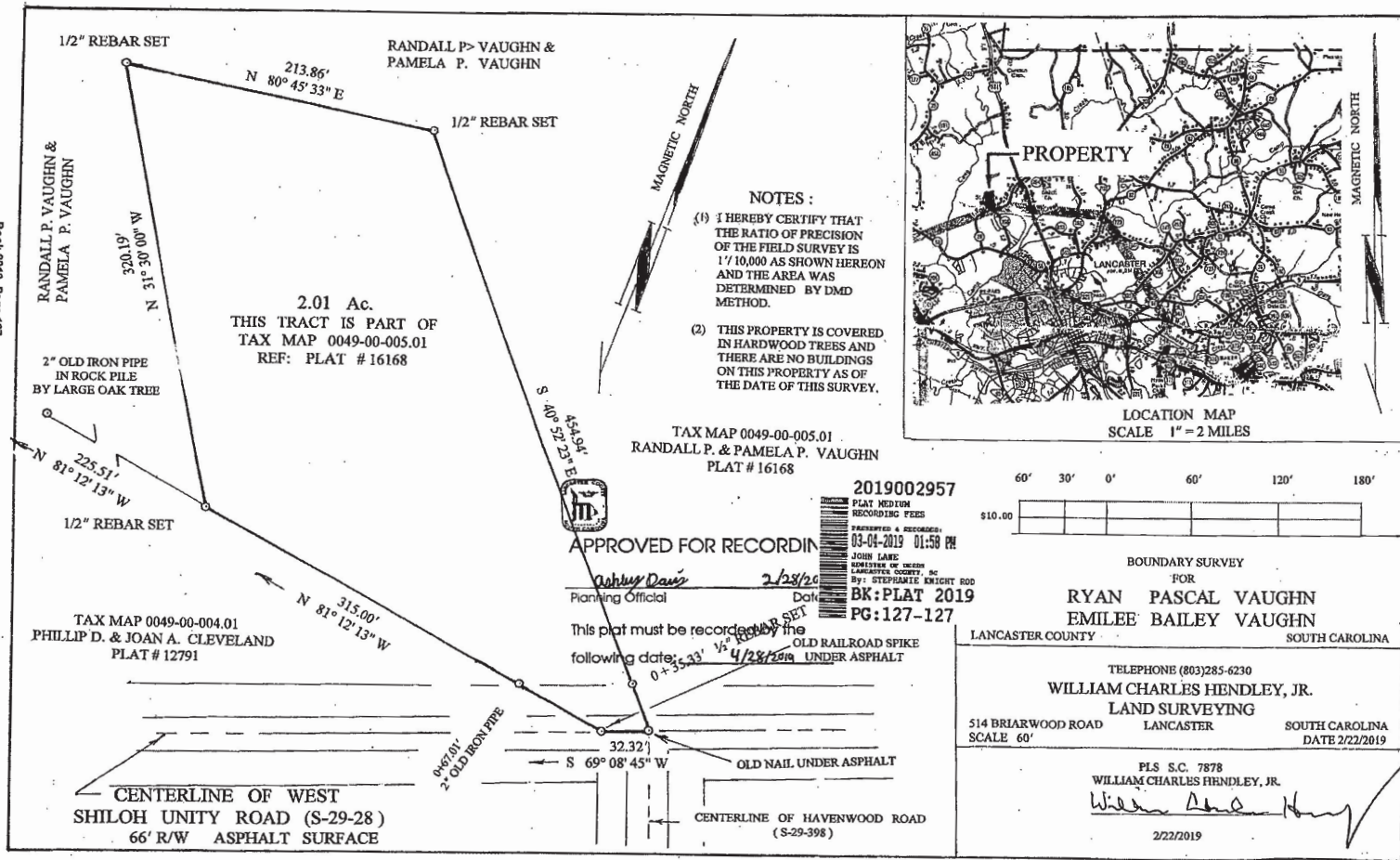
SWORN to before me this 1st day of March, 2019.

Robert K. Folks
Notary Public for South Carolina
Printed Name: Robert K. Folks
My Commission Expires: 3-30-21

INFORMATION

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- (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;
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- (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.





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.

Applicant Ryan Hibel Date 7/19/22

Property Owner(s) William L. Hagan Date 7/19/2022
CARE MILL ASSOCIATES, INC.

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.

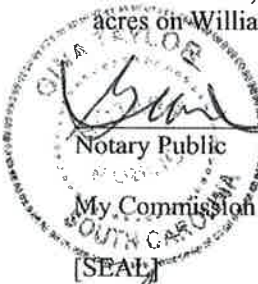
3. County Council

- 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

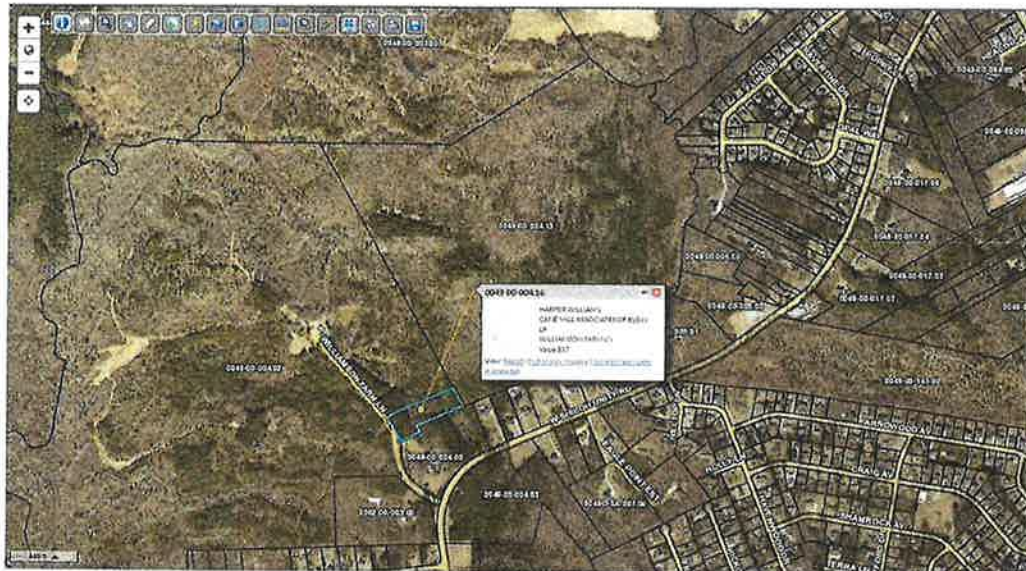
We, William L. Harper and Cane Mill Associates of Elgin, LP are the property owners of 3.54 acres on Williamson Farm Lane, Lancaster, South Carolina 29720, having a Parcel ID # 0049-00-004.16.


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)

COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

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

Auditor, Lancaster County, SC

1

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.

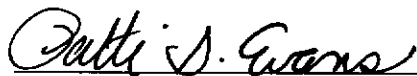
TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned, unto the said Grantee, its successors and assigns forever.

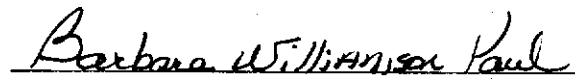
AND Grantor, does hereby bind Grantor and Grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and Assigns, against Grantor and Grantor's Successors and Assigns and all other persons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

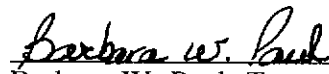
WITNESS the Grantor's Hand and Seal this 27th day of July, 2010, and in the Two Hundred Thirty-fifth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:






Barbara Williamson Paul

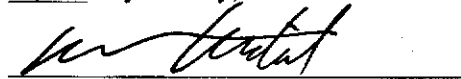

Barbara W. Paul, Trustee of the Barbara W.
Paul Revocable Trust dated April 29, 2009

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.



NOTARY PUBLIC FOR SC

My Commission Expires: 5-3-2012

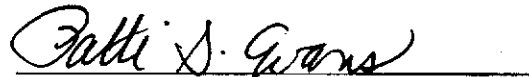
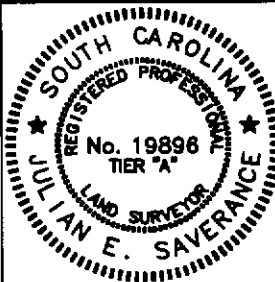
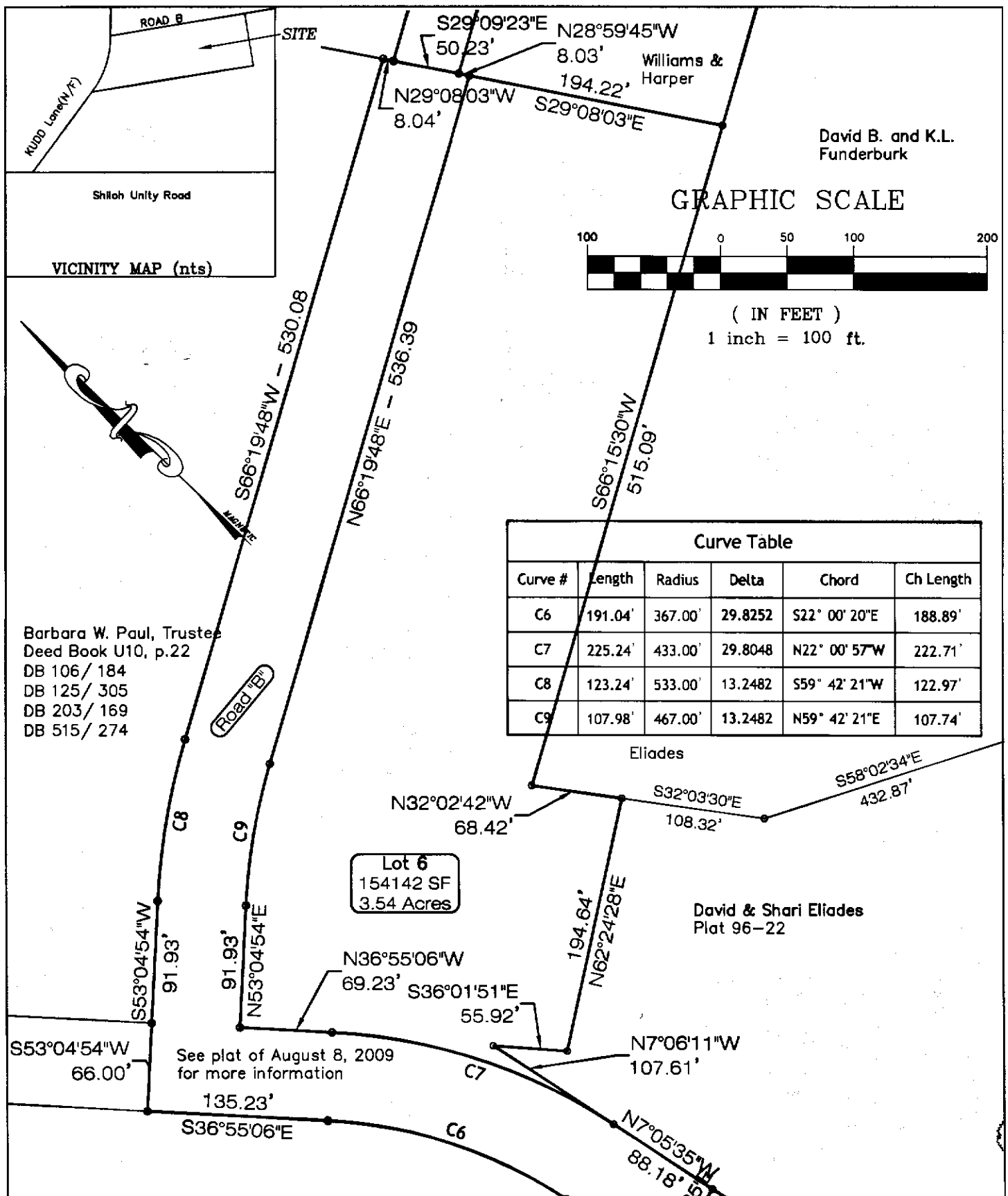


EXHIBIT "A"

(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."



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.



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 PSL 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.
1091 TARA TRAIL - LANCASTER, SC - 29720 - (803)-283-2022

2010008187

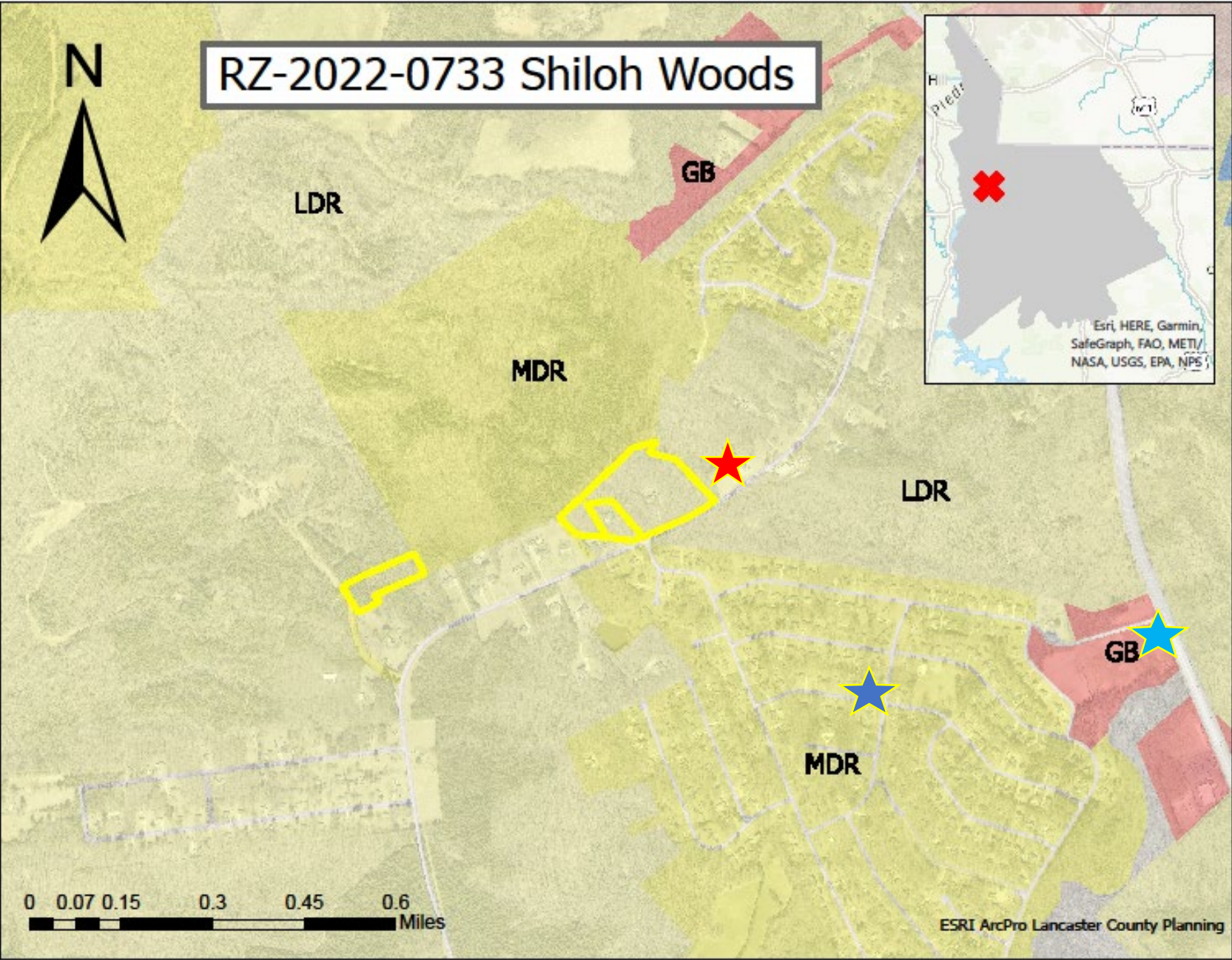
PLAT SMALL
RECORDING FEES

\$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: 341-341³⁷



Proposal:
Request to rezone from
LDR to MDR (CSO)

- Legend:**
-  Subject Property
 -  Arrowwood Subdivision
 -  St. John Baptist Church
 -  Crow's Nest Driving Range

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1418 Elgin Fire Department

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 8/4/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/1/2022	Exhibit
Location Map	8/1/2022	Exhibit



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastercsc.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 125 Tram Road
City Lancaster State SC Zip 29720 Tax Parcel ID 0088P-0C-001.00
Current Zoning MDR Current Use Vacant
Proposed Zoning INS Total Acres 0.285 ac.
Project Description Rezoning Request Only.

Surrounding Property Description St.Luke UMC property to SE zoned INS; Elgin Volunteer Fire Dept. properties across Tram Road and Old Camden Hwy. to NW, N, & NE, all zoned INS; Watson property to SW zoned MDR.

CONTACT INFORMATION

Applicant Name Billy Harper, Treasurer, Elgin Volunteer Fire Department, Inc.
Address 2605 Kershaw Camden Hwy.
City Lancaster State SC Zip 29720 Phone 803-416-3254
Fax 803-286-4489 Email harperb1956@gmail.com
Property Owner Name Elgin Volunteer Fire Department, Inc.
Address 114 Tram Road
City Lancaster State SC Zip 29720 Phone 803-286-4489
Fax 803-286-4489 Email elginvfd@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.

Billy Hanger, Treasurer, Elgin Volunteer Fire Dept, Inc.
Applicant

4/21/2022

Date

Elgin Volunteer Fire Department, Inc.

4/21/2022

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

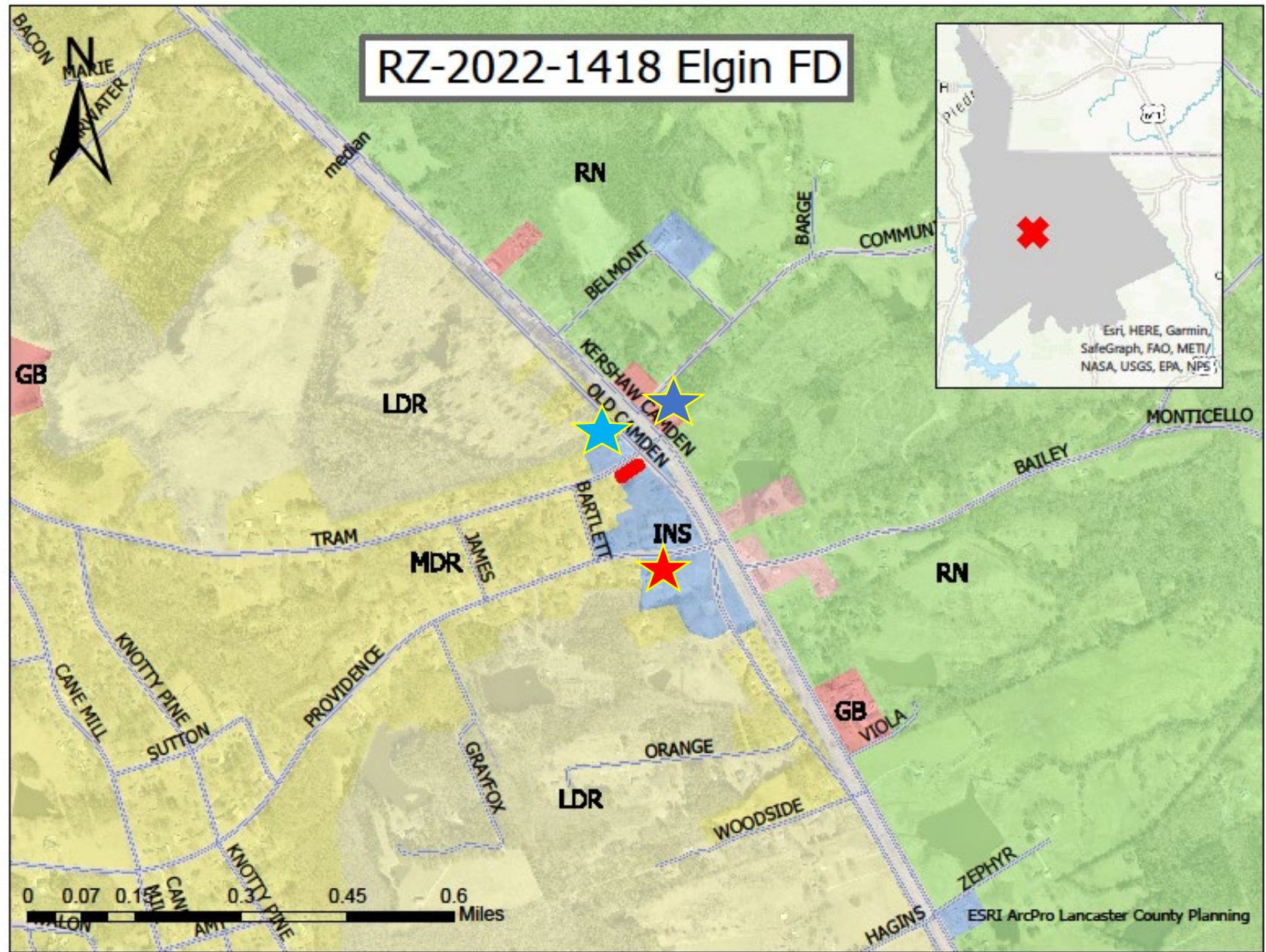
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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



Proposal:
Request to rezone from
MDR to INS

- Legend:**
-  Subject Property
 -  Family Dollar
 -  St. Luke Methodist Church
 -  Elgin VFD

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1428 Marilyn Thompson

Contact Person / Sponsor: A. Davis

Department: Planning

Date Requested to be on Agenda: 8/4/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/1/2022	Exhibit
Location Map	8/1/2022	Exhibit

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 106 N Floyd ST
City Kershaw State S.C. Zip _____ Tax Parcel ID DB 00130204
Current Zoning Commercial Current Use Open Land
Proposed Zoning Residential Total Acres _____
Project Description I would like to have this property
re-zoned to Residential. R6

Surrounding Property Description The surrounding properties
are Residential Community.

CONTACT INFORMATION

Applicant Name MARILYN L. Thompson
Address 14972 AFShaw Circle
City Florissant State MO Zip 63034 Phone (314) 288-5581
Fax (314) 831-5531 Email mthompson1212@att.net
Property Owner Name MARILYN L. Thompson
Address 14972 AFShaw Circle
City Florissant State MO Zip 63034 Phone (314) 831-5266
Fax (314) 831-5531 Email mthompson1212@att.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.

Marilyn S. Thompson
Applicant

6/6/2022
Date

Marilyn S. Thompson
Property Owner(s)

6/6/2022
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

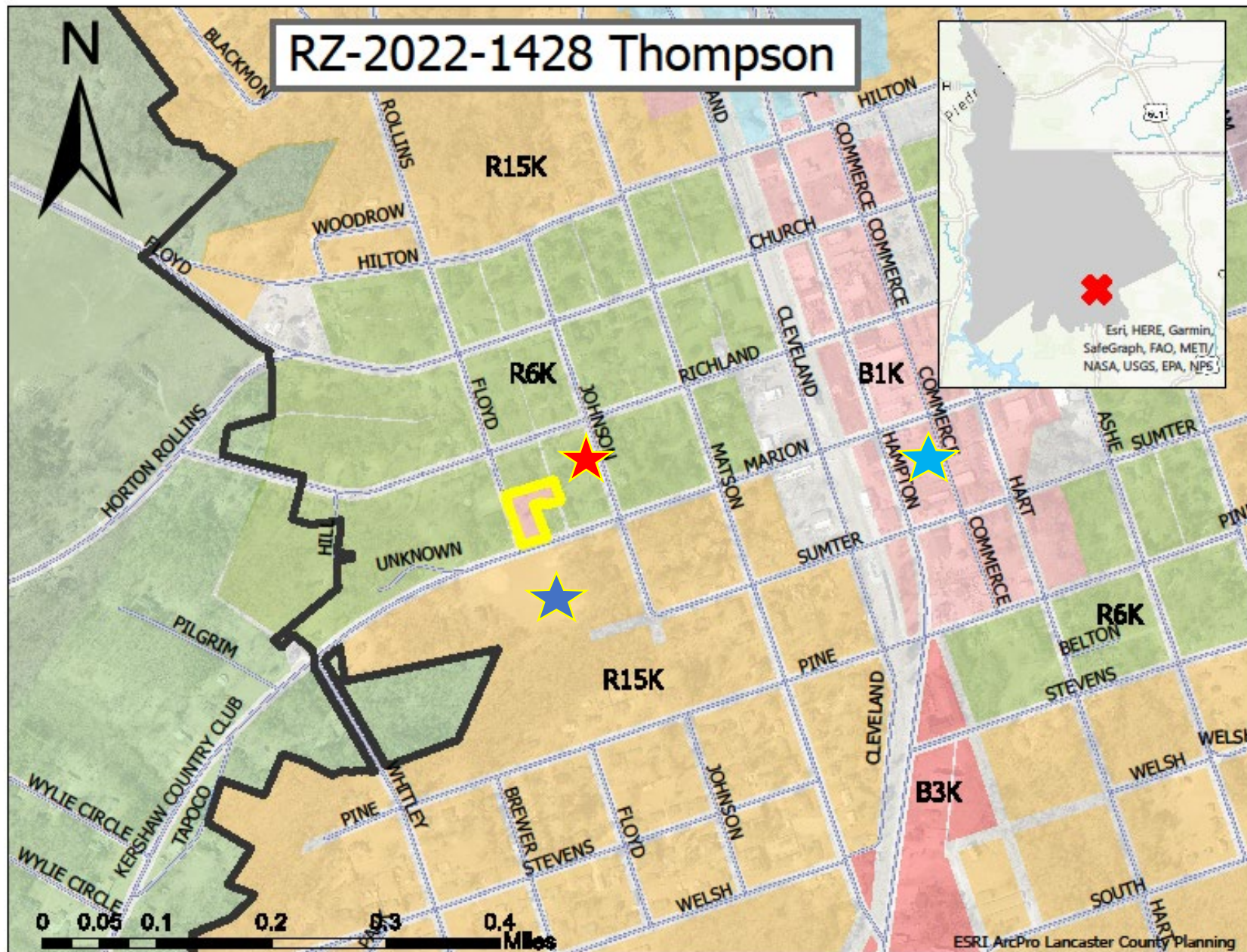
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Proposal:
Request to rezone from
B1 to R6

Legend:



Subject Property



Marion St. Park



Clinton AME
Zion Church



Gus' Restaurant

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1527 Arbor Walk, LLC

Contact Person / Sponsor: R. Burhans

Department: Planning

Date Requested to be on Agenda: 8/4/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	8/1/2022	Exhibit
Location Map	8/1/2022	Exhibit
Proposed Plat	8/1/2022	Exhibit



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylancaster-sc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

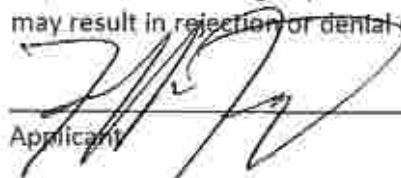
Property Address 2991 Vance Baker Road
City Lancaster State SC Zip 29720 Tax Parcel ID 0009-00-015.00
Current Zoning LDR Current Use Vacant - cleared
Proposed Zoning MDR (CSOD) Total Acres 112.5 acres
Project Description Applicant proposes to develop a Master Planned single-family detached residential community under Lancaster County's CSOD - Cluster Subdivision overlay district regulations.

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

CONTACT INFORMATION

Applicant Name Jeff Jernigan - Arbor Walk, LLC c/o Peter Tatge - ESP Associates, Inc.
Address 3475 Lakemont Blvd
City Fort Mill State SC Zip 29708 Phone 980-721-0186
Fax Email ptatge@espassociates.com
Property Owner Name HHTF Company, LLC
Address 1004 Shinnecock Lane
City Marvin State NC Zip 28173 Phone
Fax Email

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


Applicant

6-28-2021
Date

See attached notarized joinder letter

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 _____

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- Makes a recommendation to the County Council.

3. County Council

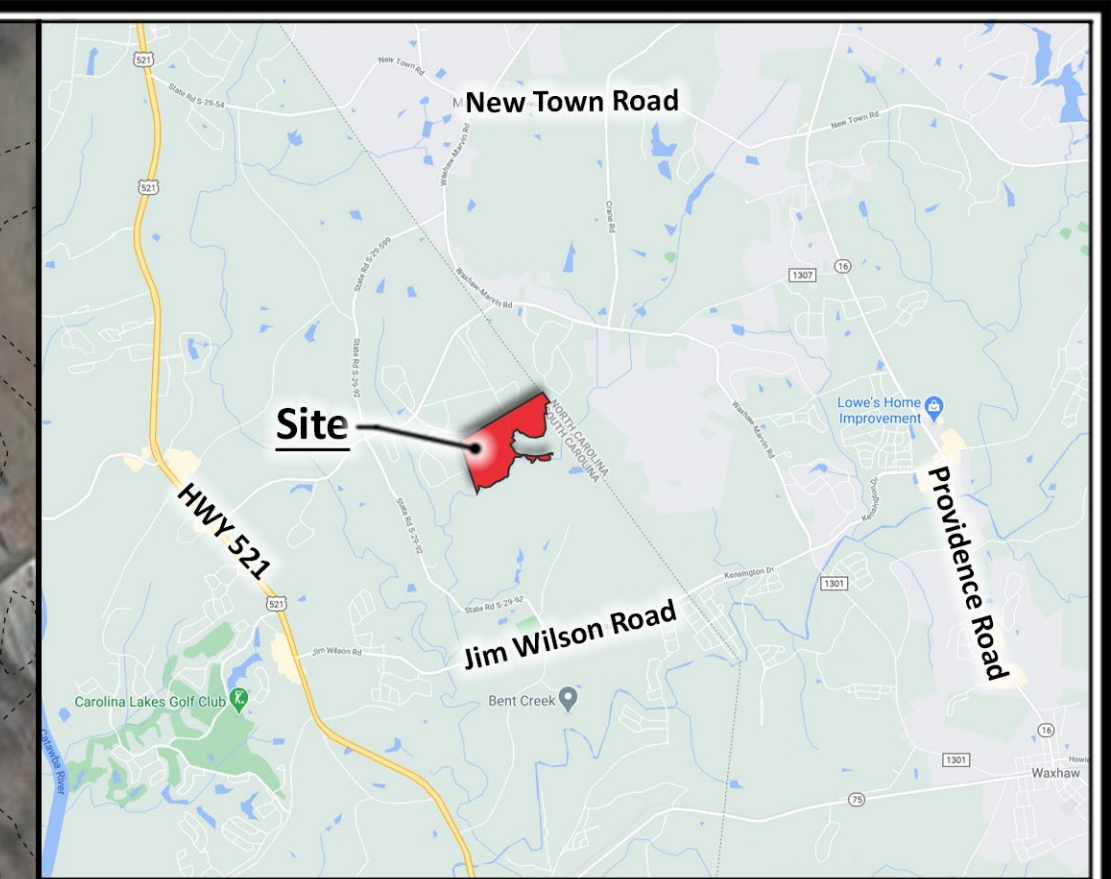
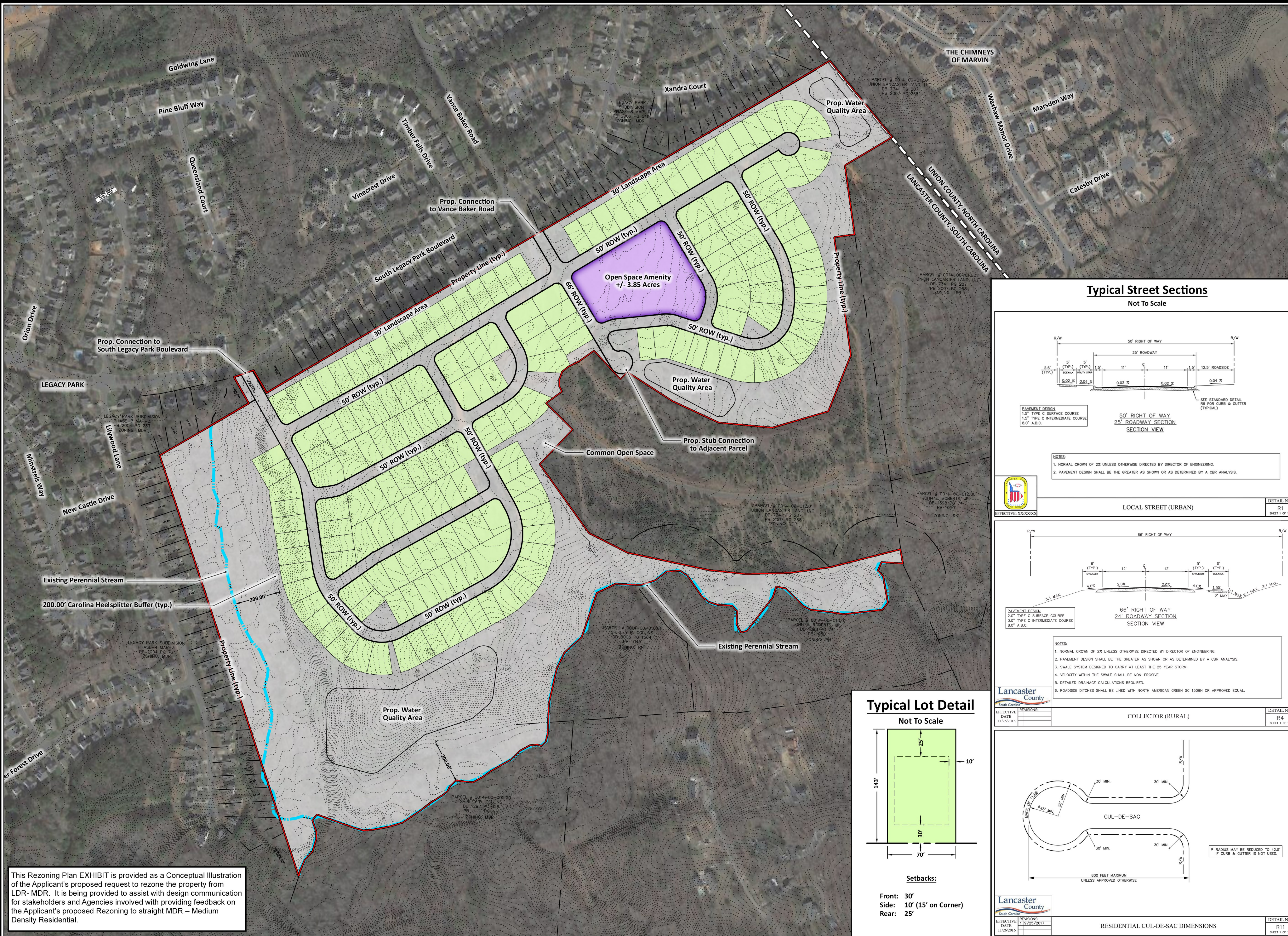
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Proposal:
Request to rezone from
LDR to MDR

Legend:

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





Vicinity Map
Not To Scale

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

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

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

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

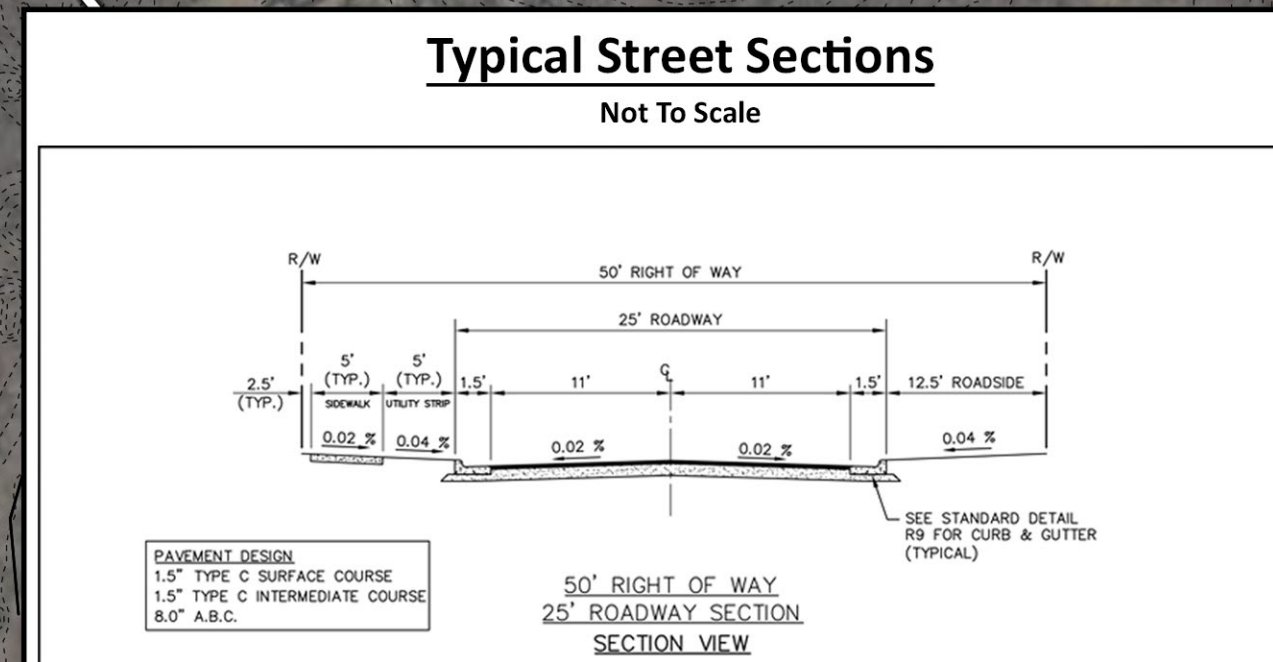
Carolina Heelsplitter Overlay
The property is located within the HSO - Heelsplitter overlay. Credits may be purchased from the USFWS for qualified activities within projects that are located within the HSO. Credits to be purchased are based on criteria agreed to by the Lancaster County Planning Commission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

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

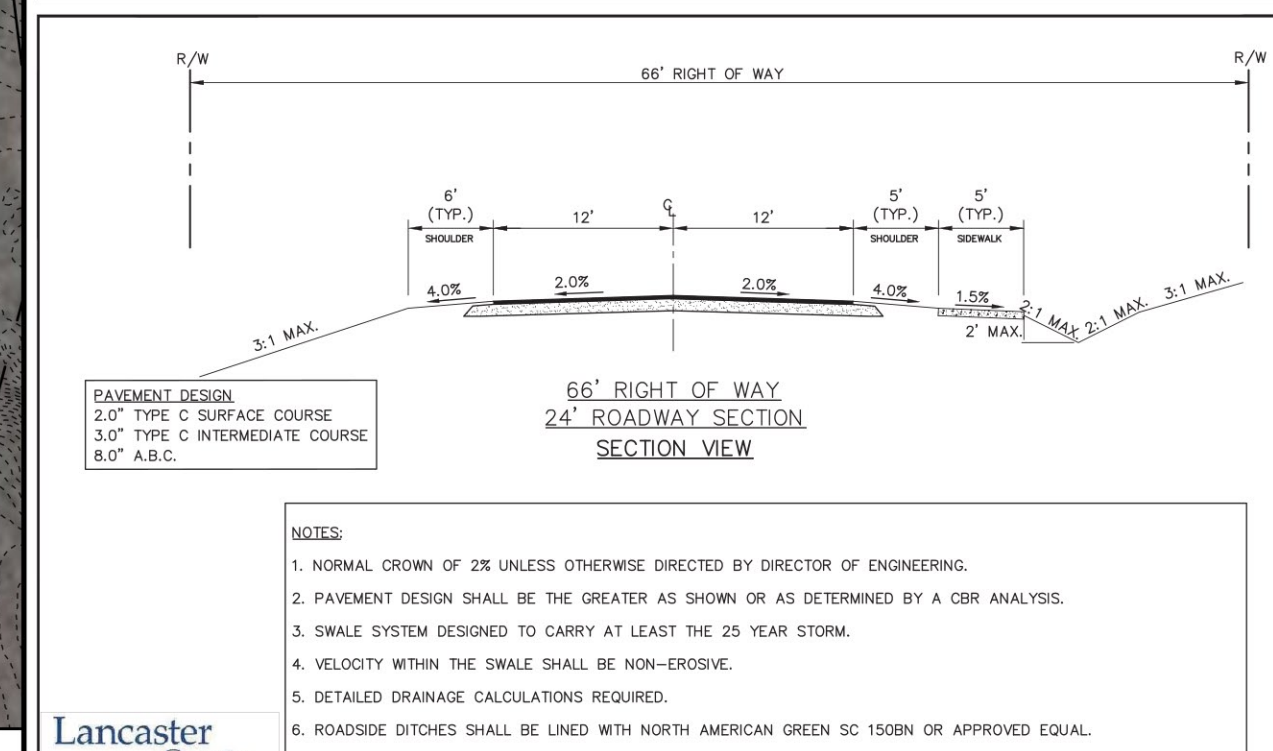
Open Space /Tree Save
Open Space and Tree Save areas are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product allocation, and as other spatially dependent project components such as stormwater areas, wetland areas,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

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

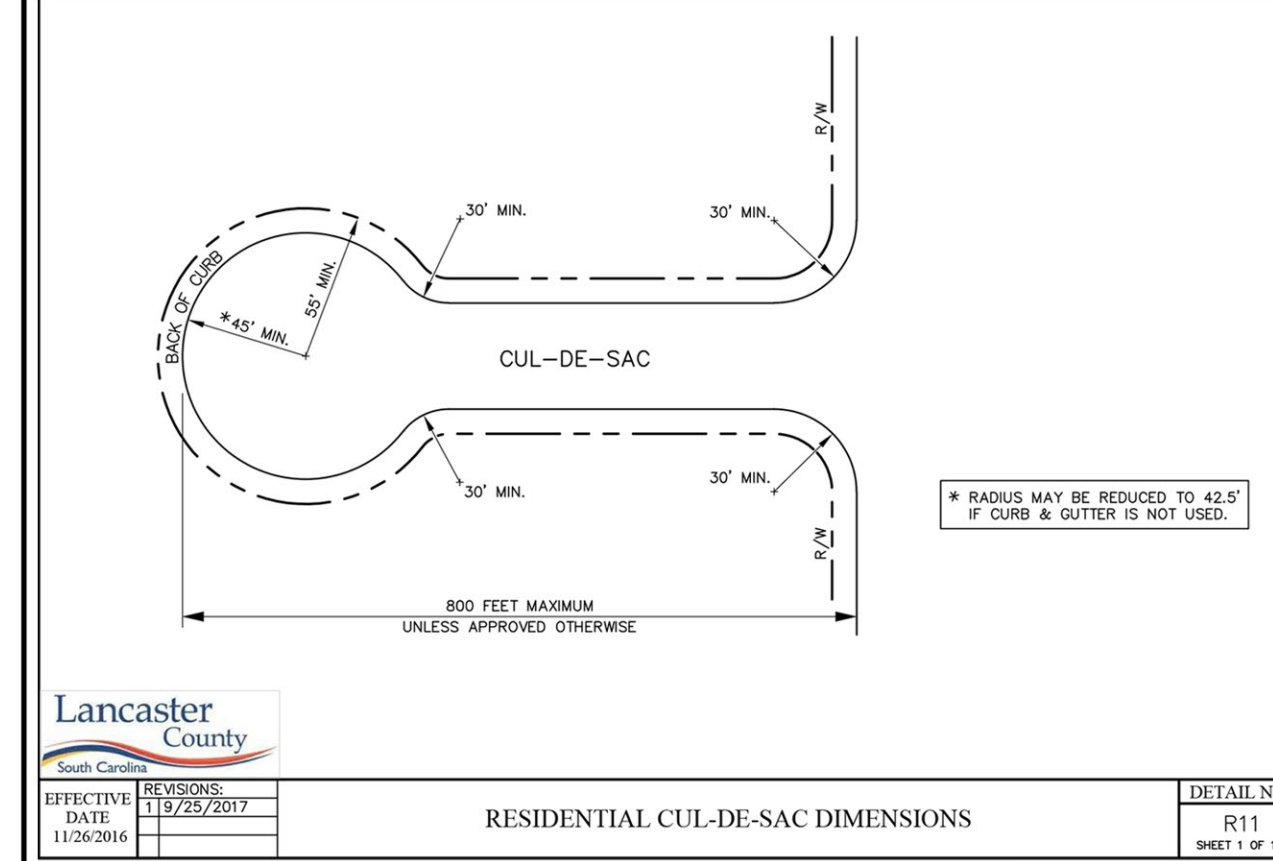
Public Information
ESP Associates is not responsible for plan deficiencies created by incorrect, incomplete, missing or outdated information derived from public sources such as GIS, Planning and Zoning departments.



Typical Street Sections
Not To Scale



Typical Lot Detail
Not To Scale



Residential Cul-de-sac Dimensions

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

Agenda Item Summary

Ordinance # / Resolution #: DA-2022-1527 Arbor Walk, LLC

Contact Person / Sponsor: R. Burhans

Department: Planning

Date Requested to be on Agenda: 8/4/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Draft Development Agreement	7/22/2022	Exhibit

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

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

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

R E C I T A L S

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

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

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

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

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means _____, 2022.

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

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

(5) “County Council” means the governing body of the County.

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

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

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

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

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

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

(11) “Parties” means County and Developer.

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

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

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

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

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

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

Section 1.06. Development Program.

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

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

Section 2.02. Representations and Warranties of Developer.

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

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

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

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

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

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

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

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

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

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

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

Arbor Meadows, LLC,
A North Carolina limited liability company

By: _____

Name: Brian J. Macuga

Title: Member

Date: _____

By: _____

Name: Jeff Jernigan

Title: Vice President

Date: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF LANCASTER)

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

WITNESS my hand and seal this ____ day of _____ 2022.

(SEAL)

Notary Public for State of _____

My commission expires: _____

Print Name: _____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: Steve Harper, Chair, County Council

Date: _____

By: Billy Mosteller, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER) ACKNOWLEDGMENT

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.

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

(SEAL)

Exhibit A

PROPERTY DESCRIPTION.

PARCEL 1

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

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

PARCEL 2:

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

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

PARCEL 3:

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

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

Exhibit A-2

Plat

Exhibit B

Development Program

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

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

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

- a. *Minor Modifications*: “Minor Modifications” are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.
- b. *Moderate Modifications*: “Moderate Modifications” are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
- c. *Major Modifications*: “Major Modifications” are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1
Conceptual Site Plan
[Attached]

Exhibit C

Development Schedule

<u>Years</u>	<u>Residential</u>
1	0 units
2	0 units
3	76 units
4	76 units
5	76 units
Total: 228 units	

This Development Schedule is an estimate. The provisions of Section 1.07 of this Agreement apply to this exhibit.

NOTE: County and Developer acknowledge that development of the Property is limited to 228 residential units.

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Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, HHTF Company, LLC a North Carolina limited liability company, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

(D) *the then current zoning of the property and a statement, if applicable, of any proposed rezoning of the property.* See Section 1.05.

(E) *the development uses that would be permitted on the property pursuant to the agreement, including population densities, building intensities and height.* See Section 1.06 and Exhibit B.

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV.

(G) *a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the agreement.* Developer agrees to comply with all applicable environmental laws.

(H) *a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.* See Section 3.04.

(I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County’s comprehensive plan and land development regulations. See Section 2.01(A).*

(J) *a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens. See Article IV.*

(K) *a description, where appropriate, of any provisions for the preservation and restoration of historic structures. Developer agrees to comply with all laws applicable to the preservation and restoration of historic structures within the Property.*

(L) *a development schedule including commencement dates and interim completion dates at no greater than five year intervals. See Section 1.07 and Exhibit C.*

(M) *if more than one local government is made party to the agreement, a provision stating which local government is responsible for the overall administration of the agreement. See Section 5.08.*

(N) *a listing of the laws and land development regulations that will apply to the development of the property subject to the agreement, including citation to specific ordinance numbers or portions of the County Code of Ordinances or both. See Sections 3.01, 3.03 and Exhibits E and E-1 – E-5.*

(O) *a provision, consistent with Code Section 6-31-80, addressing the circumstances under which laws and land development regulations adopted subsequent to the execution of the agreement apply to the property subject to the agreement. See Section 3.03.*

(P) *a provision stating whether the agreement continues to apply to the property or portions of it that are annexed into a municipality or included in a newly-incorporated area and, if so, that the provisions of Code Section 6-31-110 apply. See Section 5.09.*

(Q) *a provision that the agreement may be amended or cancelled by mutual consent of the parties to the agreement or their successors in interest. See Section 5.02.*

(R) *a provision that if the amendment constitutes a major modification of the agreement, the major modification may occur only after public notice and a public hearing by the council, provided that, for purposes of this item, a “major modification” means: (i) significant changes to the development scheduled time-frames set forth in the agreement; (ii) density modifications; (iii) land use changes; (iv) any major miscalculations of infrastructure or facility needs which create demand deficiencies; or (v) any significant deviation from the development as contained in the agreement. See Section 5.02.*

(S) *a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council if the developer is able to demonstrate and establish that there is good cause to modify those dates. See Sections 1.07 and 5.02.*

(T) *a provision that the agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the agreement is entered into which prevents or precludes compliance with one or more of the provisions of the agreement. See Section 5.02*

(U) *a provision for periodic review, consistent with the provisions of Section 8 of Ordinance No. 663. See Section 5.03.*

(V) *a provision addressing the effects of a material breach of the agreement, consistent with the provisions of Section 9 of Ordinance No. 663. See Section 5.04.*

(W) *a provision that the developer, within fourteen days after the County enters into the agreement, will record the agreement with the County Register of Deeds. See Section 5.07.*

(X) *a provision that the burdens of the agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement. See Section 1.09(A).*

(Y) *a provision addressing the conditions and procedures by which the agreement may be assigned. See Section 1.09, Section 3.05 and Section 5.14.*

(Z) *a traffic impact analysis prepared in accordance with UDO Chapter 6.8 and SCDOT standards. See Section 4.04.*

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-_____, approving this Development Agreement attached hereto as Exhibit E-1.
2. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-2.
3. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-3.
4. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
5. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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Exhibit E-1

Ordinance No. 2022-_____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-2

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-3

The UDO

[The UDO, updated to the effective date of the Ordinance 2022-_____, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-4

Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.