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

County Administrator
Dennis E. Marstall

County Attorney
Ginny L. Merck-Dupont

Clerk to Council
Sherrie Simpson

July 17, 2023 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

AGENDA

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

   [deletion and additions of non-substantive matter]
5. **Citizens Comments**

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

   a. Recognition of the High School EMT Class - Clay Catoe, Director of EMS

   b. Review of the Draft Strategic Plan - Presented by Jason Gray of Willdan
7. **Consent Agenda**

   [Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]

   a. Approval of Minutes from the June 14, 2023 Committee of the Whole Meeting

b. Approval of Minutes from the June 26, 2023 County Council Regular Meeting

8. Non-Consent Agenda

a. 2nd Reading of Ordinance 2023-1858 regarding the Merger of the Pleasant Valley and Indian Land Fire Departments

Ordinance Title: An Ordinance To Consolidate The Pleasant Valley Fire Protection District And The Indian Land Fire Protection District Into A Single, Unified Fire Protection District; Authorizing An Amendment To The County's Fiscal Year 2023-24 Budget; And Other Matters Relating Thereto. ***- Passed 6-0 at the June 26, 2023 County Council Meeting (Charlene McGriff Absent). - Dennis Marstall / Lawrence Flynn with Pope Flynn Law Firm***

b. Public Hearing and 3rd Reading of Ordinance 2023-1854 regarding Amending the Effectuation Date for the Shiloh Woods Development Agreement

Ordinance Title: An Ordinance To Approve Amendment Of A Development Agreement Between Lancaster County And Century Communities Southeast, LLC, For The Development Known As "Shiloh Woods" In Order To Effectuate The Intent Of The Parties As To The Effective Date Of The Development Agreement ***- Passed 4-2 at the June 12, 2023 County Council Meeting (Terry Graham and Jose Luis Opposed; Steve Harper Recused). Passed 3-2 at the June 26, 2023 County Council Meeting. (Terry Graham and Jose Luis Opposed; Steve Harper Recused; Charlene McGriff Absent). - Ginny Merck-Dupont /Dennis Marstall***

c. 3rd Reading of Ordinance 2023-1852 regarding Rezoning Property Located At or Adjacent to 8918 Charlotte Highway from Light Industrial (LI) to Regional Business (RB) District (Applicant C4 OP Owner LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 28.01 Acres (TM# 0010-00-029.00) Located At 8918 Charlotte Highway, Indian Land, From Light Industrial (LI) District To Regional Business (RB) District. ***- Planning Department Case Number: RZ-2022-0344. The Planning Commission recommended approval by a vote of 5-1 and the Planning staff also recommended approval of the rezoning request. Passed 6-1 at the June 12, 2023 County Council Meeting (Jose Luis Opposed). Passed 5-1 at the June 26, 2023 County Council Meeting (Jose Luis Opposed; Charlene McGriff Absent). - Allison Hardin***

d. 3rd Reading of Ordinance 2023-1853 regarding Amending the Unified Development Ordinance (UDO) regarding Section 4.3.2 of the Highway Corridor Overlay District (Applicant C4 OP Owner, LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 4.3.2, Highway Corridor Overlay District (HCO), To Exclude Hospitals, Medical Clinics, And Large-Scale Retailer Facilities From Certain Portions Of Section 4.3.2 On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2022-0344. The Planning Commission did not provide a recommendation by a vote of 3-3 and the Planning staff advised against a whole scale regulation exemption and advised to address the issue in a more targeted approach. Passed 5-2 at the June 12, 2023 County Council Meeting (Terry Graham and Jose Luis Opposed). Passed 5-1 at the June 26, 2023 County Council Meeting (Jose Luis Opposed; Charlene McGriff Absent). - Allison Hardin***

e. 3rd Reading of Ordinance 2023-1855 regarding Amending the Unified Development Ordinance (UDO) regarding Section 10.3 to Add a New Definition for "Large Scale Retailer" (Applicant C4 OP Owner, LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 10.3, Use Type Definitions, To Include A New Use Definition For "Large-Scale Retailer" On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2022-0344. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the text amendment. Passed 7-0 at the June 12, 2023 County Council Meeting. Passed 6-0 at the June 26, 2023 County Council Meeting (Charlene McGriff Absent). -***

Allison Hardin

f. 3rd Reading of Ordinance 2023-1856 regarding Amending the Unified Development Ordinance (UDO) regarding Section 7.2.6.A. - Bicycle Parking - for Large-Scale Retailer use (Applicant C4 OP Owner, LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 7.2.6, Bicycle Parking, To Modify Standards Pertaining To The Required Number Of Short-Term And Long-Term Spaces For Large-Scale Retailers On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2022-0344. The Planning Commission recommended approval by a vote of 5-1 and staff also recommended approval of the text amendment. Passed 7-0 at the June 12, 2023 County Council Meeting. Passed 6-0 at the June 26, 2023 County Council Meeting (Charlene McGriff Absent). - Allison Hardin***

g. 3rd Reading of Ordinance 2023-1857 regarding Amending the Unified Development Ordinance (UDO) regarding Section 7.4.5 related to Signage Standard by Category (Applicant C4 OP Owner LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 7.4.5, Signage Standards By Category, To Include A Maximum Wall Sign Allowance For A "Large-Scale Retailer" On The Effective Date Of This Ordinance ***- Planning Department Case Number: UDO-TA-2022-0344. The Planning Commission recommended approval by a vote of 6-0 and the Planning staff also recommended approval of the text amendment. Passed 6-1 at the June 12, 2023 County Council Meeting (Jose Luis Opposed). Passed 5-1 at the June 26, 2023 County Council Meeting (Jose Luis Opposed; Charlene McGriff Absent). - Allison Hardin***

h. 1st Reading of Ordinance 2023-1845 regarding Codifying Rules for Parks and Recreation Facilities

Ordinance Title: An Ordinance To Amend The Lancaster County Code Related To Rules And Regulations For Lancaster County Parks And Recreation Areas/Facilities. ***- At the June 26, 2023 Meeting, the 1st Reading was postponed to the July 17, 2023 County Council Meeting. - Dennis Marstall / Chris Clouden***

i. Public Hearing and 1st Reading of Ordinance 2023-1859 regarding Rezoning Property Located at 1993 Beacon Road from Rural Neighborhood (RN) to Agricultural Residential (AR) District (Applicants Dylan & Tammy Ellis)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 4.77 Acres (TM# 0089-00-086.01) Located At 1993 Beacon Rd, From Rural Neighborhood (RN) District To Agricultural Residential (AR) District. ***- Planning Department Case Number: RZ-2023-0596. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. - Allison Hardin***

j. Public Hearing and 1st Reading of Ordinance 2023-1860 regarding Rezoning Property at the Corner of Mackey and Douglas Roads from Medium Density Residential (MDR) to Manufactured Housing (MH) District (Applicant Teresa Johnson)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 1.0 Acre (TM# 0103f-0F-006.03) Located At The Corner Of Mackey And Douglas Roads, From Medium Density Residential (MDR) District To Manufactured Housing (MH) District. ***- Planning Department Case Number: RZ-2023-0629. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. - Allison Hardin***

k. 1st Reading of Ordinance 2023-1861 regarding the Conveyance of the Old Library and Old Jail to the Historical Preservation Society

Ordinance Title: An Ordinance Authorizing Lancaster County To Sell And Convey County Owned Property Located At 107 South French Street, 208 West Gay Street And 210 West Gay Street And Containing .55 Acres, More Or Less, By Donation, Being Shown On The Lancaster County Tax Maps As Parcel Number 0068P-0Q-009.00. ***- Dennis Marstall***

9. Discussion and Action Items

a. Approval of Appointments and Reappointments to Various Boards or Commissions

- David Koubek to the Catawba Regional Workforce Development Board to fill a three year term that would expire on 12/31/2026 (1st Term)
- Mikki Stacks as an Advisor to the Historical Commission to fill a four year term that would expire on 06/30/2027 (1st Term)
- Dennis Boyer as an Advisor to the Historical Commission to fill a four year term that would expire on 06/30/2027 (1st Term)
- Robbie Lee Knight as an Advisor to the Historical Commission to fill an unexpired term that would end on 06/30/2027

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

a. POSTPONED UNTIL THE 8/14/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1846 regarding Establishing a Policy and Procedure for Naming Rights

Ordinance Title: An Ordinance Establishing A Policy And Procedure For Naming County-Owned Properties Or Structures. ***- At the April 11, 2023 Council Meeting, 1st Reading was Postponed until the June 12, 2023 County Council Meeting. At the June 12, 2023 Council Meeting, 1st Reading was Postponed until the August 14, 2023 County Council Meeting. - Chris Clouden***

11. Executive Session

[motions from Members may follow]

a. Three Items:

1. Receipt of legal advice subject to the attorney-client privilege regarding an Economic Development discussion: Project E3.

2. Receipt of legal advice subject to the attorney-client privilege regarding Economic Development discussions related to the status of current agreements.

3. Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to land acquisition.

12. Items Requiring a Vote Following Executive Session

13. Adjournment

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

Meetings are live streamed and can be found by using the following link:
https://www.youtube.com/@LancasterCoSCGov/streams

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Clay Catoe / EMS
Department: EMS
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Recognition of the students from the first ever Lancaster County School District EMT class. These students successfully passed the EMT course, to be recognized for their outstanding work and accomplishment.

Points to Consider:
This is the first ever class taught through Lancaster County Schools for certification at the Emergency Medical Technician Level. This allows students the opportunity to gain employment and become a thriving member of the local community.

Funding and Liability Factors:
N/A

Recommendation:
This is for information and recognition.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Dennis Marstall / Administration
Department: Administration
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Council is being asked to review and provide feedback on the draft Strategic Plan.

Points to Consider:
Willdan will provide the draft Strategic Plan representing their work with the community over the past six months. The Plan has been based on input received from interviews, citizen surveys, focus groups, Department Directors, and Council sessions.

This draft includes the updated Mission, Vision and Core Values, plus the identification of five focus areas and accompanying objectives for each of the five areas, with timeframes and assigned responsibility.

After input from County Council, the final draft of the Strategic Plan is scheduled for adoption at the August 14, 2023, Council meeting.

Funding and Liability Factors:
The Strategic Plan was funded in the FY 2022-2023 budget.

Recommendation:
Provide input and feedback on the draft Strategic Plan.

ATTACHMENTS:

Description	Upload Date	Type
Strategic Plan Presentation	7/11/2023	Presentation

LANCASTER COUNTY, SOUTH CAROLINA

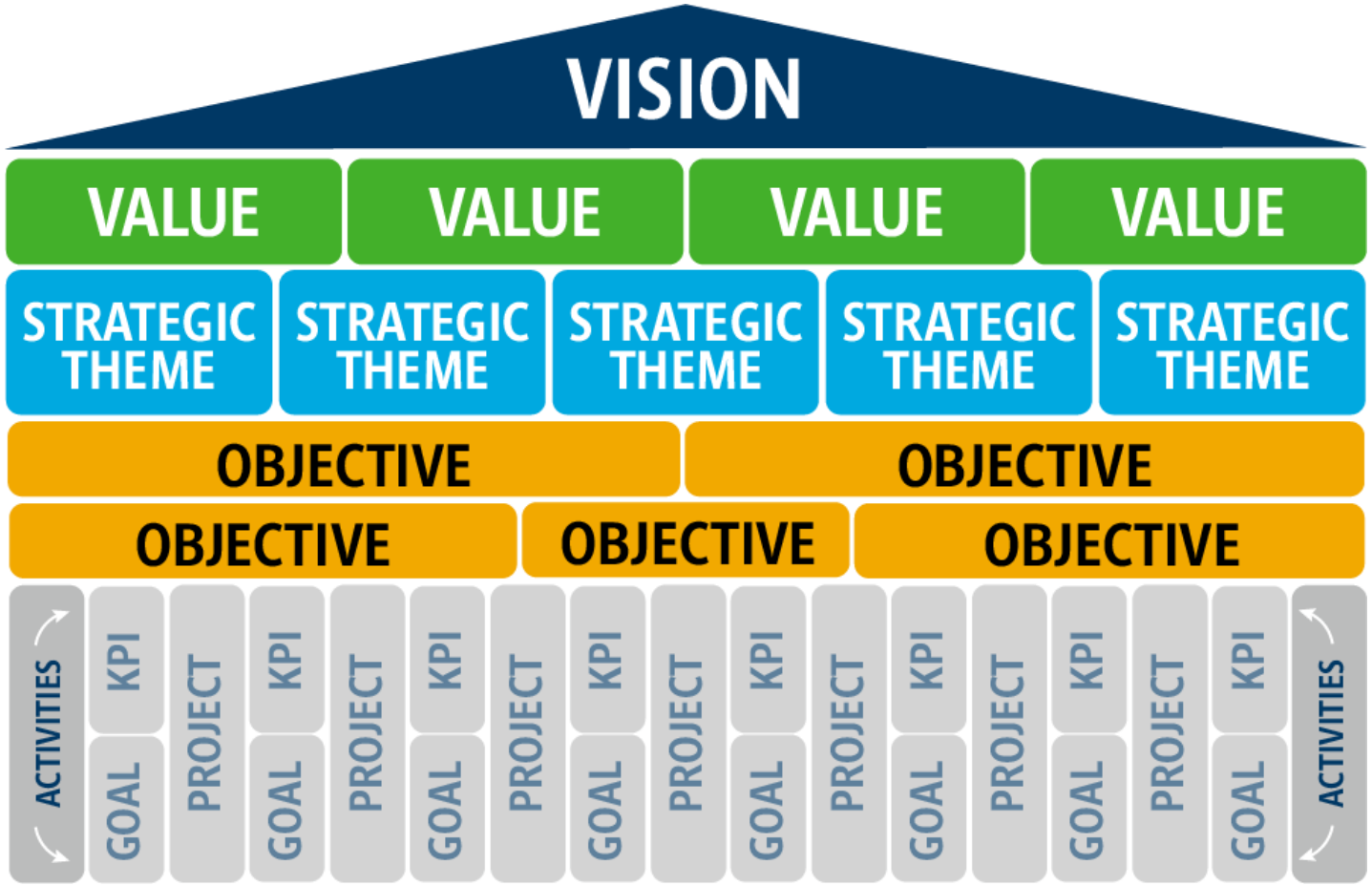
2023 Strategic Plan Project

July 17, 2023 | County Council Meeting | Initial Draft Plan

WILLDAN

STRATEGIC FRAMEWORK OVERVIEW

STRATEGIC FRAMEWORK



Where we want to be

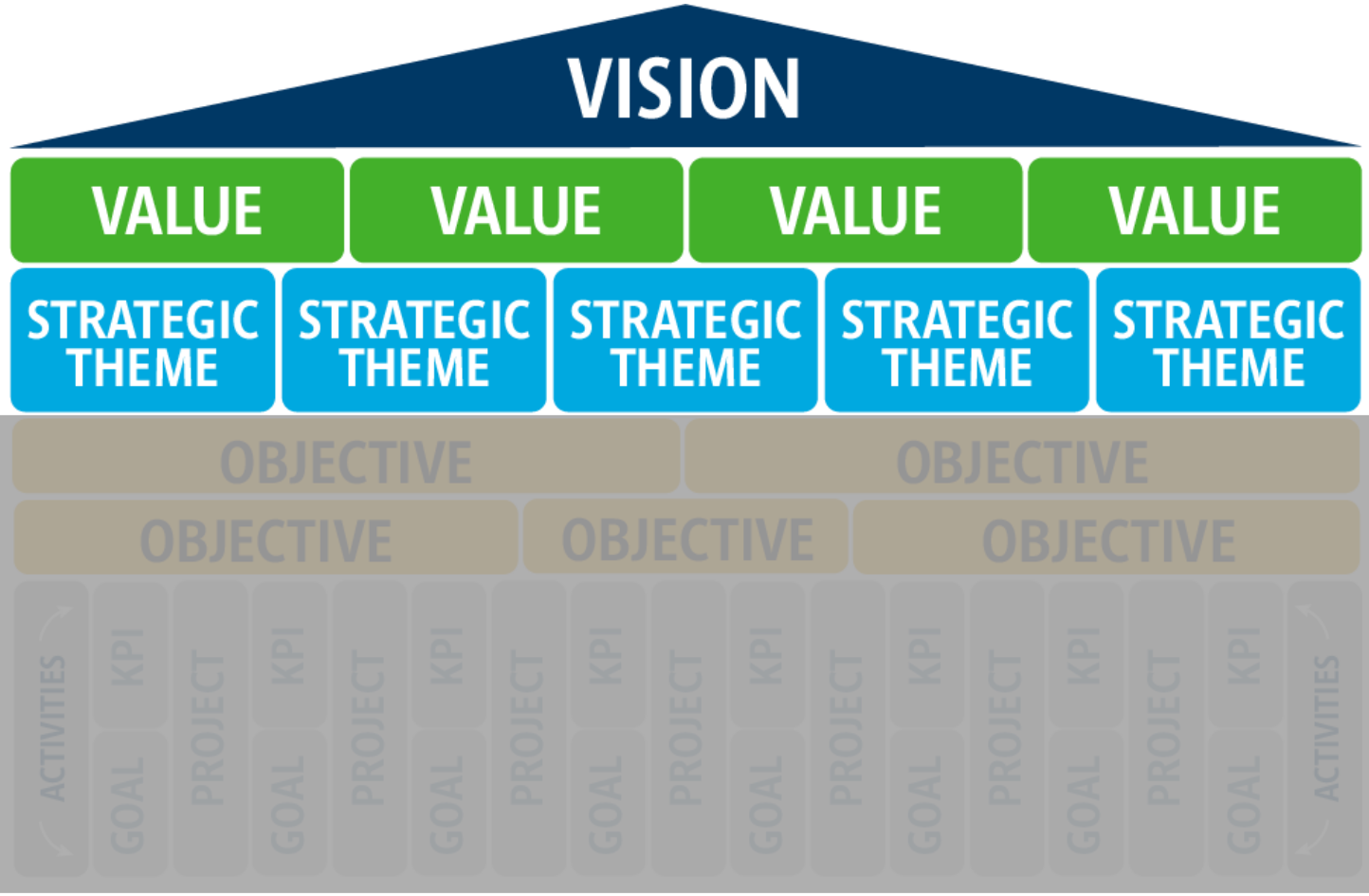
What we cannot lose sight of along the way

How we plan to get there

What it takes to get there

The steps we will take along the way, and how we will know if we are getting there

STRATEGIC FRAMEWORK



Where we want to be

What we cannot lose sight of along the way

How we plan to get there

What it takes to get there

The steps we will take along the way, and how we will know if we are getting there

STRATEGIC FRAMEWORK

VISION

Lancaster County strives to be a network of thriving communities offering the highest quality of life in the Carolinas.

MISSION

Our mission is to enhance our community's quality of life by enabling people to live, learn, work, worship, play, and grow - both personally and professionally.

To deliver this mission, we listen to our community and leverage strategic partnerships which serve our citizens and visitors in ways that they find to be timely, high-quality, and efficient.

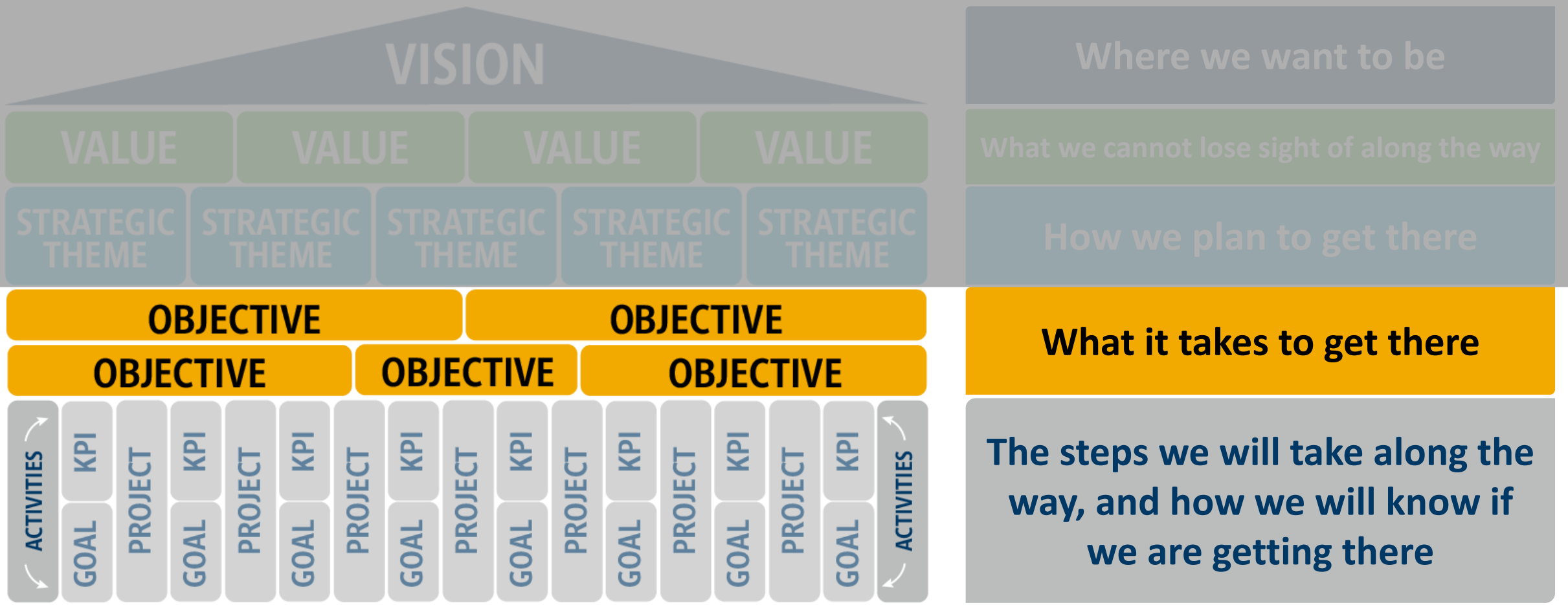
VALUES

Respect	Service	Teamwork	Safety	Productivity	Security

THEMES

PUBLIC SAFETY	INFRASTRUCTURE	QUALITY DEVELOPMENT	RESOURCE OPTIMIZATION	HIGH PERFORMANCE

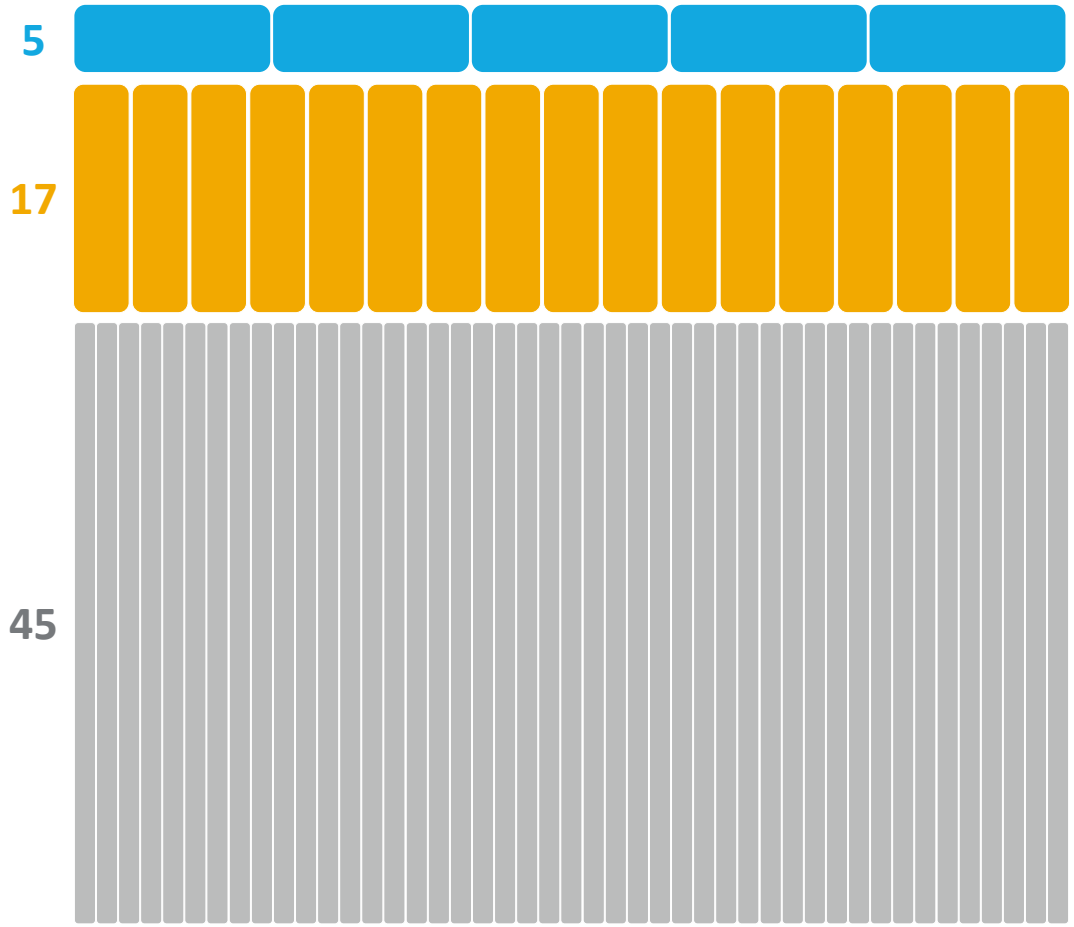
STRATEGIC FRAMEWORK



OBJECTIVES & ACTIVITIES

NOTE ON OBJECTIVES & ACTIVITIES

- Each Strategic Theme has at least three supporting Objectives
- The draft plan contains 45 specific, measurable Activities supporting the Objectives
- The complete draft plan is available online at the County's website



STRATEGIC THEMES

PUBLIC SAFETY

INFRASTRUCTURE

QUALITY DEVELOPMENT

RESOURCE OPTIMIZATION

HIGH PERFORMANCE

STRATEGIC THEME | PUBLIC SAFETY

PUBLIC SAFETY OBJECTIVES

Meet the demands of the growth of the County without negatively impacting the quality of Public Safety service.

Become a national model of actionable information sharing among the community, public safety partners, and within County operations.

Identify and implement a consensus-supported fire service growth management plan.

STRATEGIC THEME | PUBLIC SAFETY SAMPLE ACTIVITIES

PUBLIC SAFETY ACTIVITIES

Meet the demands of the growth of the County without negatively impacting the quality of Public Safety service.

1.1	Prepare a comprehensive Public Safety Operational Analysis to establish growth planning methods by March 30, 2025.	1 Analysis	County Administrator
1.2	Identify at least 10 safety-specific roadway improvements by March 30, 2025.	10 Improvements	Public Safety NAC & Public Svcs Director
1.3	Fund and construct at least 10 safety-specific roadway improvements by December 30, 2027.	10 Improvements	County Administrator & County Council
1.4	Integrate at least 5 new “safe communities” principles into development standards by December 31, 2024.	5 Principles	Development Services Director
1.5	Prepare a comprehensive public safety facility, staffing, and equipment needs assessment by December 31, 2025.	1 Assessment	Public Safety Needs Assessment Committee

STRATEGIC THEME | INFRASTRUCTURE

INFRASTRUCTURE OBJECTIVES

Identify and implement a long-term infrastructure improvement plan for north-south mobility within the County.

Meet the demands of the growth of the County without negatively impacting the quality of service.

Establish and facilitate comprehensive County-wide Infrastructure Partnership Working Group to closely plan, prioritize, and produce positive County-wide results.

STRATEGIC THEME | QUALITY DEVELOPMENT

QUALITY DEVELOPMENT OBJECTIVES

- **Work to understand the comprehensive quality of life and financial implications of growth and development within each sub-community of the County.**
- **Consider the adoption of the County's Comprehensive Plan and implement the approved recommendations.**
- **Consider the adoption and implementation of a revised Unified Development Ordinance.**
- **Inform land use, growth management, and development decisions with sound data and scenario planning techniques.**

STRATEGIC THEME | RESOURCE OPTIMIZATION

RESOURCE OPTIMIZATION OBJECTIVES

Optimize sources of non-property tax funding to advance the priorities of the County.

Actively facilitate a comprehensive County-wide Public Service Working Group to plan, prioritize, and produce positive County-wide results.

Identify and execute strategic leverage opportunities to drive efficiency and effectiveness.

STRATEGIC THEME | HIGH PERFORMANCE

HIGH PERFORMANCE OBJECTIVES

- **Complete a comprehensive review of the current workforce approach to identify opportunities significantly enhance recruitment and retention.**
- **Develop an organizational structure and systems to foster an intense focus on high-performance service delivery.**
- **Intentionally and intensely cultivate a culture of high performance throughout the County workforce.**
- **Continually identify and monitor the customer service outcomes across the County operations.**

STRATEGIC PLAN | NEXT STEPS

OUR QUALITY OF LIFE IS DRIVEN BY:

PUBLIC SAFETY	INFRASTRUCTURE	QUALITY DEVELOPMENT	RESOURCE OPTIMIZATION	HIGH PERFORMANCE

JULY
- Present draft plan for review and comment | 7/17/2023)

AUG
- Prepare and present final proposed strategic plan for County Council consideration | 8/14/2023

QUESTIONS

WILLDAN

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Approve or amend the minutes from the June 14, 2023, Committee of the Whole meeting.

Points to Consider:
The draft minutes from the June 14, 2023, Committee of the Whole meeting are attached for Council's review and consideration.

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

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 6-14-2023 Committee of the Whole Meeting	7/11/2023	Backup Material

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

County Administrator
Dennis E. Marstall

County Attorney
Ginny L. Merck-Dupont

Clerk to Council
Sherrie Simpson

June 14, 2023 | **4:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

Council Members Present: Allen Blackmon, Brian Carnes, Steve Harper, Jose Luis, Charlene McGriff, and Billy Mosteller.

Absent: Terry Graham.

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Allison Hardin, Development Services Division Director; Veronica Thompson, Financial Services Division Director; Kim Belk, Budget Director; Graham Shuford, Budget Analyst; Jeff Catoe, Public Services Division Director; Brenda Thompson, Communications and Marketing Director; Lisa Robinson, Human Resources Director; Sheriff Barry Faile; Stuart Barfield, Chief of Operations, Planning & Implementation; Chief Chris Miller, Indian Land Fire Department; Robert Purser, Public Safety Communications Director; the press; various elected officials; various Department Heads; various employees and citizens.

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

Call to Order - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting. Chairman Harper recognized Don Cockman from South Carolina Department of Natural Resources.

Pledge of Allegiance and Invocation - Council Member Jose Luis

Council Member Jose Luis led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of Agenda

Brian Carnes moved to approve the agenda. Seconded by Charlene McGriff. Motion Passed 6-0.; Absent: Graham

Citizens Comments

The following citizens signed up for and spoke during Citizens Comments:

1. Thomas Hagins, Heath Springs, SC, spoke regarding the safety of Timber Lane. He stated the private road has not been maintained.
2. Don Cockman, South Carolina Department of Natural Resources, Kershaw County, spoke regarding Ember Lane. He gave a handout that is attached as Schedule A to the written minutes in the Clerk to Council's office.
3. Jessica Threatt, Heath Springs, SC, spoke regarding Timber Lane. She stated that she and her family own the private road and did not need the County to do anything to the road.

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

DRAFT

Special Presentations

Andrew Pack, with Woolpert, updated Council on the regional park. He reviewed the County power point presentation which is attached to the minutes in the Clerk to Council's office.

Frannie Heizer, bond counsel, reviewed the County's funding potentials. She explained that revenue bonds would pledge hospitality tax, and noted that the rating agency would want to see debt service coverage ratio. She stated they recommend using installment purchase revenue bonds for $34 million with no deficit from the hospitality tax, which would collateralize debt using the property and then no debt service coverage ratio would be required. She stated they also recommend financing with the detention center project as one installment purchase revenue bond with different funding sources, hospitality and Capital Project Sales Tax.

There was discussion regarding timing of interest payments, the total costs of both projects, interest rates, the bond process, whether the County should move forward with the regional park, whether the County should bond the regional park, lowering the hospitality tax, the history of the hospitality tax, and phasing of the project. Councilmember Blackmon requested breaking up the plan into phases, which had been presented to Council in December.

Dennis Marstall stated the itemized list broken out into phases as presented a few months ago would be presented at the July Committee of the Whole meeting and then a decision would be made in August.

Discussion and Action Items

Legacy Subdivisions and Abandoned Roads - Allison Hardin

Dennis Marstall recognized Allison Hardin as the new Development Services Division Director. Allison Hardin reviewed the County power point presentation on legacy subdivisions and abandoned roads.

Council and staff discussed the ownership of the property on Ember Lane. Don Cockman with South Carolina Department of Natural Resources gave the history of the property on Ember Lane. Allen Blackmon asked

Attorney Merck-Dupont for case law and Ms. Merck-Dupont stated she would get that to Mr. Blackmon.

Jeff Catoe discussed the history of working Timber Lane and Ember Lane. Dennis Marstall stated staff would come back to Council in July for some direction or suggestions on creating a policy on street/road inventory.

Budget Discussion regarding Fire Fees/Equivalent Residential Units (ERUs) and General Budget Information for Fiscal Year 2023-2024 - Dennis Marstall

Dennis Marstall presented some different scenarios on different equivalent residential units (ERU) and different fire fees for consideration. The Indian Land and Pleasant Valley Fire Departments presented staffing models for the merged district. Mr. Marstall asked for direction from Council on the ERU and the rooftop fee for this fire district.

There was discussion on charging commercial 225 ERU and leaving residential at $90. Brad Carnes explained the ERU difference in fees. Dennis Marstall explained that a higher level justification would be needed for most commercial.

Council and staff discussed the number of firefighters that would be needed for the new merged district. They discussed the need to balance commercial and residential ERUs and impacts on commercial versus residential.

Chairman Harper recommended starting the conversation at the next Council meeting at $150 and ERU at 1000. Dennis Marstall stated there will need to be an amendment to the 3rd reading of the budget.

Dennis Marstall stated the current budget after 2nd reading is a 4.7 mil increase, which would mean an approximately $32 increase on a $250,000 home with two vehicles.

Charlene McGriff stated that Council has gone through the budget process and should not lower the budget, as that would be micro-managing. Ms. McGriff left the meeting at approximately 6:16 p.m. for another appointment.

Allen Blackmon stated that funds could be cut without hurting the day-to-day operations to take away the burden from taxpayers. He stated the burden would be placed on the tax paying citizens.

DRAFT

Adjournment

Brian Carnes moved to adjourn. Seconded by Allen Blackmon. Motion Passed 5-0.; Absent: Graham, McGriff

There being no further business, the Committee of the Whole meeting adjourned at approximately 6:26 p.m.

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Donna Greene / Deputy Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Approve or amend the minutes from the June 26, 2023, County Council regular meeting.

Points to Consider:
The draft minutes from the June 26, 2023, County Council regular meeting are attached for Council's review and consideration.

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

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 6-26-2023 County Council Regular Meeting	7/14/2023	Backup Material

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

County Administrator
Dennis E. Marstall

County Attorney
Ginny L. Merck-Dupont

Clerk to Council
Sherrie Simpson

June 26, 2023 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

Council Members Present: Allen Blackmon *(via conference call)*, Brian Carnes, Terry Graham, Steve Harper, Jose Luis, and Billy Mosteller.

Absent: Charlene McGriff

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Allison Hardin, Development Services Division Director; Veronica Thompson, Financial Services Division Director; Graham Shuford, Budget Analyst; Sheriff Barry Faile; Darren Player, Fire Rescue/Emergency Management Director; Clay Catoe, Emergency Medical Services Director; Chris Clouden, Parks & Recreation Director; Robert Purser, Public Safety Communications Director; Chief Greg Nicholson, Pleasant Valley Fire Department; Chief Chris Miller, Indian Land Fire Department; the press; various elected officials; various Department Heads; various employees and citizens.

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

Call to Order Regular Meeting - Chairman Steve Harper

Chairman Steve Harper called the County Council meeting to order at approximately 6:06 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting. He recognized House of Representative member Brandon Newton.

Pledge of Allegiance and Invocation - Council Member Billy Mosteller

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

Approval of the Agenda

Chairman Steve Harper stated that due to Councilmember Allen Blackmon joining via telephone, Council would be conducting roll call votes during the meeting.

Brian Carnes moved to approve the agenda. Seconded by Terry Graham. A role call vote was taken. The motion Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

Citizens Comments

The following citizens signed up for and spoke during Citizens Comments:

1. Jennifer Sabotino, Lancaster, SC, spoke regarding public safety in the Van Wyck community.
2. Stuart Parsons, owner of Lancaster Pool & Spa, spoke regarding new swimming pool requirements regarding soil compaction testing. He stated this would not solve problems with developers, only place a bandaid on the problem.
3. Gordon Johnston, Century Communities, stated he was attending for the purpose of the Shiloh Woods development agreement and would be available for questions if needed.

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

Special Presentations

Chairman Steve Harper stated that the South Carolina Association of Counties (SCAC) awarded four $2,500 scholarships each year. He announced that Emma Estridge, a Lancaster County resident, was the winner of the SCAC 2023 Board of Directors Scholarship for Lancaster County.

The Honorable Brandon Newton recognized three new Lancaster County Sheriff's Office Deputies who won awards during their recent Basic Law Enforcement classes at the South Carolina Criminal Justice Academy. He recognized Morgan Eason who won the J.P. Strom Award for the top academic performance for Basic Law Enforcement Class 781; Luke Humanik who won the Director's Physical Fitness Award for the highest physical fitness score for Basic Law Enforcement Class 783; and Riley Hennigan who won the J.P. Strom Award for top academic performance AND the Clifford Moyer Award for the highest marksmanship score for Basic Law Enforcment Class 783. He also presented Sheriff Barry Faile with a certificate for having three graduates in one class from the same County that excelled in the class.

Chairman Steve Harper recognized the board nominees for Board Member of the Year for Lancaster County:

- David Aspesi - Recreation Advisory Board Nominee
- Christina Barnes - Airport Advisory Committee Nominee
- Ann H. Christie - Historical Commission Nominee
- Benjamin Levine - Planning Commission Nominee
- Sandy Martin - Economic Development Advisory Board (EDAB) Nominee
- Gregory L. Nicholson - Fire Commission Nominee
- Kathleen Powell - Health and Wellness Commission Nominee
- George Sellers - Community Relations Commission Nominee
- Mark Strickland - Keep Lancaster County Beautiful Board (KLCB) Nominee
- Rodney Thomas - County Transportation Committee Nominee
- Beverly Williams - Board of Zoning Appeals Nominee

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Chairman Harper announced that Mark Strickland was selected as the 2023 Ted Arant Board Member of the Year for Lancaster County.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **7a**. [which is the same as Item **a**. listed below]. Seconded by Terry Graham.

A roll call vote was taken. Motion to Approve the Consent Agenda Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff.

a. Approval of Minutes from the June 12, 2023 County Council Regular Meeting

Non-Consent Agenda

3rd Reading of Ordinance 2023-1848 regarding Rezoning Property Located at and adjacent to 8574 Charlotte Highway, Indian Land, From PDD-26 to Regional Business and From Regional Business to PDD-26 (Applicant Crossridge Development LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 5.81 Acres (TM# p/o 0010-00-059.00; p/o 0010-00-061.01; p/o 0010-00-057.00; p/o 0010-00-056.00) Located At And Adjacent To 8574 Charlotte Highway, Indian Land, From PDD-26 To Regional Business (RB) (p/o 0010-00-059.00 And p/o 0010-00-061.01) And From Regional Business (RB) To PDD-26 (p/o 0010-00-057.00 And p/o 0010-00-056.00). ***- Planning Case Number: RZ-2023-0531.***

Brian Carnes moved to approve 3rd Reading of Ordinance 2023-1848. Seconded by Billy Mosteller.

Allison Hardin reviewed the County power point presentation regarding rezoning parcels at 8574 Charlotte Highway in order to align zoning and parcel boundaries to the existing road network. She stated nothing had changed from the last meeting.

A roll call vote was taken. The motion to approve 3rd Reading of Ordinance 2023-1848 Passed 5-1. Ayes: Blackmon, Carnes, Graham, Harper, Mosteller; Nayes: Luis; Absent: McGriff

2nd Reading of Ordinance 2023-1854 regarding Amending the Effectuation Date for the Shiloh Woods Development Agreement

Ordinance Title: An Ordinance To Approve Amendment Of A Development Agreement Between Lancaster County And Century Communities Southeast, LLC, For The Development Known As "Shiloh Woods" In Order To Effectuate The Intent Of The Parties As To The Effective Date Of The Development Agreement.

Chairman Steve Harper recused himself from the discussion and vote for Ordinance 2023-1854, and Vice Chairman Brian Carnes took over the meeting at approximately 6:33 p.m. Steve Harper's recusal form is attached as Schedule A to the written minutes in the Clerk to Council's office.

Billy Mosteller moved to approve 2nd Reading of Ordinance 2023-1854. Seconded by Allen Blackmon.

Terry Graham stated he did not vote for the development agreement the first time in December and he would not be voting for the extension. There was discussion of whether this was an extension or not.

A roll call vote was taken. The motion to Approve 2nd Reading of Ordinance 2023-1854 Passed 3-2-1. Ayes: Blackmon, Carnes, Mosteller; Nayes: Graham, Luis; Abstain: Harper; Absent: McGriff.

Chairman Steve Harper returned to the meeting at approximately 6:36 p.m. and resumed the duties as Chair of the

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meeting.

2nd Reading of Ordinance 2023-1852 regarding Rezoning Property Located At or Adjacent to 8918 Charlotte Highway from Light Industrial (LI) to Regional Business (RB) District (Applicant C4 OP Owner LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 28.01 Acres (TM# 0010-00-029.00) Located At 8918 Charlotte Highway, Indian Land, From Light Industrial (LI) District To Regional Business (RB) District. - ***Planning Department Case Number: RZ-2022-0344.***

Billy Mosteller moved to approve 2nd Reading of Ordinance 2023-1852. Seconded by Allen Blackmon.

Allison Hardin reviewed the County power point presentation regarding rezoning property at 8918 Charlotte Highway from Light Industrial (LI) to Regional Business (RB) District. She stated the development agreement rules stated that the change would have to be in writing, which she noted, would be completed by 3rd reading.

Yates Dunaway, with Crosland, and Michael Wickline, professional engineer, came forward and reviewed the power point presentation which is attached as Schedule B to the written minutes in the Clerk to Council's office. Michael Wickline discussed the traffic impact analysis (TIA). He discussed the intersections that would be impacted and discussed different options for these intersections. Jose Luis discussed getting a reliance letter for the County's protection. Mr. Harper stated staff would research this matter.

Allen Blackmon called for the vote. A roll call vote was taken and the motion to approve 2nd Reading of Ordinance 2023-1852 Passed 5-1. Ayes: Blackmon, Carnes, Graham, Harper, Mosteller; Nayes: Luis; Absent: McGriff

2nd Reading of Ordinance 2023-1853 regarding Amending the Unified Development Ordinance (UDO) regarding Section 4.3.2 of the Highway Corridor Overlay District (Applicant C4 OP Owner, LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 4.3.2, Highway Corridor Overlay District (HCO), To Exclude Hospitals, Medical Clinics, And Large-Scale Retailer Facilities From Certain Portions Of Section 4.3.2 On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2022-0344.***

Billy Mosteller moved to approve 2nd Reading of Ordinance 2023-1853. Seconded by Brian Carnes.

Allison Hardin reviewed the County power point presentation. She noted that the scrivener's error was corrected and the 25 foot buffers were added as requested. There was discussion regarding the type of buffer that would be used as well as the thickness. Yates Dunaway stated the intent was for really nice planting strips within the 25 foot buffer.

Billy Mosteller moved to amend the ordinance to add emerald greens and crepe myrtles to the buffer in the corridor. Seconded by Brian Carnes. Allison stated she would have drawings before 3rd reading. A role call vote was taken. The motion to Amend Passed 5-1. Ayes: Blackmon, Carnes, Graham, Harper, Mosteller; Nayes: Luis; Absent: McGriff

A roll call vote was taken. The motion to approve 2nd Reading of Ordinance 2023-1853 as amended Passed 5-1. Ayes: Blackmon, Carnes, Graham, Harper, Mosteller; Nayes: Luis; Absent: McGriff

2nd Reading of Ordinance 2023-1855 regarding Amending the Unified Development Ordinance (UDO) regarding Section 10.3 to Add a New Definition for "Large Scale Retailer" (Applicant C4 OP Owner, LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 10.3, Use Type Definitions, To Include A New Use Definition For "Large-Scale Retailer" On The Effective Date Of This

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Ordinance - ***Planning Department Case Number: UDO-TA-2022-0344.***

Jose Luis moved to approve 2nd Reading of Ordinance 2023-1855. Seconded by Terry Graham.

Allison Hardin stated that the notes from 1st reading had been applied and there was nothing to add.

A roll call vote was taken. The motion to approve 2nd Reading of Ordinance 2023-1855 Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

2nd Reading of Ordinance 2023-1856 regarding Amending the Unified Development Ordinance (UDO) regarding Section 7.2.6.A. - Bicycle Parking - for Large-Scale Retailer use (Applicant C4 OP Owner, LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 7.2.6, Bicycle Parking, To Modify Standards Pertaining To The Required Number Of Short-Term And Long-Term Spaces For Large-Scale Retailers On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2022-0344.***

Brian Carnes moved to approve 2nd Reading of Ordinance 2023-1856. Seconded by Terry Graham.

Allison Hardin stated the amendments had been incorporated and there was nothing to add.

A roll call vote taken. The motion to approve 2nd Reading of Ordinance 2023-1856 Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

2nd Reading of Ordinance 2023-1857 regarding Amending the Unified Development Ordinance (UDO) regarding Section 7.4.5 related to Signage Standard by Category (Applicant C4 OP Owner LLC)

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 7.4.5, Signage Standards By Category, To Include A Maximum Wall Sign Allowance For A "Large-Scale Retailer" On The Effective Date Of This Ordinance - ***Planning Department Case Number: UDO-TA-2022-0344.***

Billy Mosteller moved to approve 2nd Reading of Ordinance 2023-1857. Seconded by Terry Graham.

Allison Hardin stated there had been no changes. The signage would be 400 square feet on two sides of the building for large scale retailers.

A roll call vote was taken. The motion to approve 2nd Reading of Ordinance 2023-1857 Passed 5-1. Ayes: Blackmon, Carnes, Graham, Harper, Mosteller; Nayes: Luis; Absent: McGriff

1st Reading of Ordinance 2023-1845 regarding Codifying Rules for Parks and Recreation Facilities

Ordinance Title: An Ordinance To Amend The Lancaster County Code Related To Rules And Regulations For Lancaster County Parks And Recreation Areas/Facilities.

Brian Carnes moved to approve 1st Reading of Ordinance 2023-1845. Seconded by Terry Graham.

Dennis Marstall stated Parks and Recreation would like to highlight common practices and codify the park rules. Chris Clouden reviewed the rules that he has found to be standard across the country. Mr. Marstall stated codifying these rules would allow the Sheriff's Office the ability to enforce the rules. Council asked that number 6 be rewritten; to add in "have to vacate" if needed; and that the word "trespass" needed to be removed because it could not be enforced. Billy Mosteller requested that staff stay on scene until the game was over, for example, if staff was dealing with lightening. Chris Clouden stated this would not be a problem for staff to stay. Steve Harper requested that this be put in writing. Jose Luis stated the language used in Section 24-3-11 was too broad.

Allen Blackmon moved to postpone this item to the next meeting on July 17 so changes could be made. Seconded by Jose Luis. A roll call vote was taken. The motion passed 6-0. Ayes: Blackmon, Carnes, Graham,

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Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

Resolution 1238-R2023 regarding Setting the Public Hearing for the Pleasant Valley and Indian Land Fire Protection Districts Consolidation

Resolution Title: A Resolution Calling For Public Hearings To Be Held Upon The Questions Of: (1) Consolidating Existing Fire Protection Districts Into A Single, Unified County Fire Protection District, And (2) Amending The Lancaster County Fiscal Year 2023-24 Budget; And Other Matters Relating Thereto.

Terry Graham moved to approve Resolution 1238-R2023. Seconded by Brian Carnes.

Dennis Marstall stated this resolution would be setting the public hearing date of August 14, 2023 in order to consolidate the Indian Land and Pleasant Valley fire districts and set the budgets.

A role call vote was taken. The motion to approve Resolution 1238-R2023 Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller, Nayes: None; Absent: McGriff

1st Reading of Ordinance 2023-1858 regarding the Merger of the Pleasant Valley and Indian Land Fire Departments

Ordinance Title: An Ordinance To Consolidate The Pleasant Valley Fire Protection District And The Indian Land Fire Protection District Into A Single, Unified Fire Protection District; Authorizing An Amendment To The County's Fiscal Year 2023-24 Budget; And Other Matters Relating Thereto.

Brian Carnes moved to approve 1st Reading of Ordinance 2023-1858. Seconded by Terry Graham.

Dennis Marstall stated the County received a request in October 2022 from Indian Land and Pleasant Valley to merge the two fire districts. Lawrence Flynn with Pope Flynn Law Firm stated there was a movement all over the state and country to consolidate fire departments. He stated that the implementation date would be September 15, 2023 so that fire fees could be added to tax bills and a budget amendment would also be needed for FY2024. He stated that an updated service map and the boundaries would need to be cleaned up and would hopefully be ready for 2nd reading. He stated the statute allowed one of two directions; an administrative division of the County which is being proposed in the ordinance; or an advisory fee board appointed by the Administrator composed of staff as liaisons. He stated Pleasant Valley has general obligation debt which needed to be paid. He proposed that the county use fund balance to pay off the debt so the County would have a promissory note to get paid back. He stated Council could decide to waive the debt at a later date, if they so desired.

Billy Mosteller stated he supported the merger but was not in support of paying off debt for a fire department. He stated the County needed to be fair to all fire departments county wide. There was discussion on budget appropriation, debt and how to structure the debt.

Mr. Flynn stated that due to the dissolution of Pleasant Valley Fire Department, the debt had to be paid off by September 15 or the merger could not take place.

Council and staff discussed the advisory fee boards, pros and cons, and the liability. Darren Player discussed the proposal and stated the roles would be the same as they were now. He stated equipment, maintenance, personnel decisions should be made from those individuals with the professional expertise for liability purposes. Brian Carnes stated that historically Indian Land was the first fire department and Pleasant Valley spun off from Indian Land. He stated that five years ago, this would have never happened but he believes they have come together for the betterment of their community and worked hard on this merger and he thanked them.

A roll call vote was taken. The motion to approve 1st Reading of Ordinance 2023-1858 Passed 6-0. Ayes: Blackmon, Carnes, Graham. Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

Chairman Steve Harper called for a break at approximately 8:40 p.m.

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Chairman Steve Harper called the meeting back to order at approximately 8:51 p.m. and the meeting resumed.

Public Hearing and 3rd Reading of Ordinance 2023-1849 regarding Approval of the Fiscal Year 2023-2024 Budget

Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2023 And Ending June 30, 2024 (FY 2023-24); To Set Millage Rates For The Levy Of Ad Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2023-24; And To Provide For Matters Related Thereto.

Graham Shuford reviewed the County power point presentation.

There was discussion regarding fire fees for Pleasant Valley and Indian Land with a roof top fee of $175 and an equivalent residential unit (ERU) of 2500 square feet.

Steve Harper opened the Public Hearing for Ordinance 2023-1849 at approximately 8:58 p.m.
He noted that no one signed up to speak at the Public Hearing for the Ordinance.
There were approximately 24 citizens (including staff members) in attendance during the Public Hearing for this Ordinance.
The following speakers came forward to make comments or sent in written comments regarding the Ordinance: None.
Steve Harper closed the Public Hearing at approximately 8:58 p.m.

Terry Graham moved to approve 3rd Reading of Ordinance 2023-1849. Seconded by Billy Mosteller.

Jose Luis moved to amend the ERU to 750 square feet/commercial roof top fee to $225/residential roof top fee $90. The motion died for a lack of second.

Terry Graham moved to amend the ERU to 1000 square feet and the residential and commercial roof top fee to $150. Seconded by Brian Carnes. A roll call vote was taken. The amendment passed 5-1. Ayes: Blackmon, Carnes, Graham, Harper, Mosteller; Nayes: Luis; Absent: McGriff

Allen Blackmon moved to amend and remove $1 million from Airport to reduce the millage (should be approximately 2 mils). Seconded by Jose Luis.

There was discussion about using fund balance.

Billy Mosteller moved to amend the amendment with the understanding that if the airport construction would need funding, the money would be taken from fund balance. Seconded by Brian Carnes. A roll call vote was taken and the amendment Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

A roll call vote was taken. The motion to approve 3rd Reading of Ordinance 2023-1849 as amended Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

Discussion and Action Items

Approval of Appointments and Reappointments to Various Boards or Commissions

- Jonathan Ray Faulkenberry as the District 6 representative to the Recreation Advisory Board to fill a four year term that would expire on 06/30/2027 (2nd Term)
- Joe McGriff as the District 2 representative to the Recreation Advisory Board to fill a four year term that would expire on 06/30/2027 (2nd Term)
- Robin Dawson as the Health Education representative to the Health and Wellness Commission to fill a four year term that would expire on 06/30/2027 (2nd Term)

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- Gary Aminoff as the District 4 representative to the Construction Board of Appeals to fill a four year term that would expire on 06/30/2027 (1st Term)
- Michael Brian Elliott as the District 6 representative to the Airport Advisory Board to fill a four year term that would expire on 06/30/2027 (1st Term)
- Mark S. Carnes as the Van Wyck Fire Department representative to the Fire Commission to fill a four year term that would expire on 06/30/2027 (1st Term)

Brian Carnes recused himself from the vote for Mark S. Carnes appointment to the Fire Commission. Brian Carnes' recusal form is attached as Schedule C to the written minutes in the Clerk to Council's office.

Terry Graham moved to approve the appointment of Mark S. Carnes to the Fire Commission. Seconded by Billy Mosteller. A role call vote was taken. The motion Passed 5-0-1. Ayes: Blackmon, Graham, Harper, Luis, Mosteller; Nayes: None; Abstain: Carnes; Absent: McGriff

Billy Mosteller moved to approve the remaining appointments as listed. Seconded by Brian Carnes. A role call vote was taken. The motion to approve the remaining appointments Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

Discussion regarding Fire Contract with the Town of Kershaw - Dennis Marstall

Dennis Marstall stated the Town of Kershaw provided two firefighters for the town and the County provided one firefighter. The Mayor has sent a letter and requested that the County pay for two firefighters and the town pay for one firefighter due to the amount of calls they have received being outside of the town limits.

There was discussion that the County supplemented other funding items besides the firefighters incomes. Brian Carnes stated the request came too late in the budget process and should be looked at for the next budget year.

Allen Blackmon moved that the County fund one and a half firefighter. Seconded by Brian Carnes. The motion Failed 2-4. Ayes: Blackmon, Harper; Nayes: Carnes, Graham, Luis, Mosteller; Absent: McGriff

Approval of Pool Expenses for the Town of Kershaw - Dennis Marstall

Dennis Marstall stated the County had an agreement via resolution where the County pays for pool expenses and pool losses with the Town of Kershaw. There was discussion about placing a cap on pool expenses for the City of Lancaster and the Town of Kershaw. Steve Harper requested that pool expenses be discussed further at future meetings.

Brian Carnes moved to approve the expenses of $12,196.08 for the Town of Kershaw Pool. Seconded by Billy Mosteller. A role call vote was taken. The motion Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harper, Luis, Mosteller; Nayes: None; Absent: McGriff

Status of items tabled, recommitted, deferred or held

a. POSTPONED UNTIL THE 8/14/2023 COUNCIL MEETING -1st Reading of Ordinance 2023-1846 regarding Establishing a Policy and Procedure for Naming Rights

Ordinance Title: An Ordinance Establishing A Policy And Procedure For Naming County-Owned Properties Or Structures. ***- At the April 11, 2023 Council Meeting, 1st Reading was Postponed until the June 12, 2023 County Council Meeting. At the June 12, 2023 Council Meeting, 1st Reading was Postponed until the August 14, 2023 County Council Meeting. - Chris Clouden***

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

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Executive Session

There was no Executive Session held during the Council meeting.

Items Requiring a Vote Following Executive Session

There were no Items Requiring a Vote due to no Executive Session held during the Council meeting.

Adjournment

Brian Carnes moved to adjourn the meeting. Seconded by Jose Luis. A roll call vote was taken. The motion Passed 6-0. Ayes: Blackmon, Carnes, Graham, Harpes, Luis, Mosteller; Nayes: None; Absent: McGriff

There being no further business, the regular meeting of County Council adjourned at approximately 9:42 p.m.

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Agenda Item Summary

Ordinance # / Resolution #: 2023-1858
Contact Person / Sponsor: Ginny L. Merck-Dupont / County Attorney and Dennis Marstall / County Administration
Department: Administration
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Approve an Ordinance to merge the Pleasant Valley and Indian Land Fire Districts into one fire district titled the Indian Land Fire District.

Points to Consider:
In October 2022, County Council received the request that both the Pleasant Valley Fee Board and the Indian Land Fee Board want to merge into one district under the name of Indian Land Fire District.

Since that time, County Council has received several presentations about the future of the County fire service considering staffing needs, response times, and the role of volunteers. The Council also received specific information regarding Pleasant Valley and Indian Land related to their proposed 24/7 staffing model and increasing the present $90 rooftop fee.

In planning this merger, the County would look to unify the Fire Districts into a single, fire service area under the Enabling Act, which it believes will: (a) attract new firefighters (both paid and volunteer); (b) retain existing firefighters (both paid and volunteer); (c) allow for proper training of new and existing firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the county; and (f) more effectively and equitably spread the cost of fire services throughout the county.

Key components of the merger Ordinance is that it:

- Would be effective September 15, 2023
- Establish a 7-member Advisory Board for the District through 2025
- Would make the District an Administrative Division of the County and transfer the limited assets of both districts to the County, that are not already under the County's ownership.
- Pay off the remaining bonds on the Pleasant Valley fire station with County fund balance and allow County Council to determine if it wants to collect payment from the new district or consider a forgivable loan and direct payment towards the planning of a new fire station within the District
- Adjust the district rooftop fee and ERU basis
- Amend the FY24 budget in September 2023 to account for the consolidated budget of the district and the new rooftop fee.

Both the Pleasant Valley and Indian Land Fee Boards have reviewed the components of the merger Ordinance and still remain very supportive of the merger and adjusting the rooftop fee.

Funding and Liability Factors:
Pleasant Valley is presently operating with the $932,428 budget for FY 23 and Indian Land is operating with a $1,201,707 million budget for FY 23 for a combined budget of $2,134,135.

The merged district is proposing a $4,270,151 budget for FY24 to achieve their operating and staffing needs and pay at the higher proposed fire pay.

A budget of this amount will require a higher "rooftop" fee and adjustment to the ERU. County Council has previously discussed raising the rooftop fee to $150 and lowering the ERU to 1,000 square feet, which would generate $3,981,450 between the residential and commercial assessments at this amount.

Recommendation:
Adopt first reading of the Merger Ordinance and establish an increased rooftop fee and new ERU structure.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1858	6/22/2023	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2023-1858**
COUNTY OF LANCASTER)

~~Indicates Matter Stricken~~
Indicates New Matter

AN ORDINANCE TO CONSOLIDATE THE PLEASANT VALLEY FIRE PROTECTION DISTRICT AND THE INDIAN LAND FIRE PROTECTION DISTRICT INTO A SINGLE, UNIFIED FIRE PROTECTION DISTRICT; AUTHORIZING AN AMENDMENT TO THE COUNTY'S FISCAL YEAR 2023-24 BUDGET; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County Council of Lancaster County (the "***County Council***"), the duly elected governing body of Lancaster County, South Carolina ("***County***"), is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "***Enabling Act***"), "[t]o establish, operate, and maintain a system of fire protection" within the County.

WHEREAS, pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011 (together, the "***Fire Ordinance***"), the County previously established the Pleasant Valley Fire Protection District (the "***PV Fire District***") and the Indian Land Fire Protection District (the "***IL Fire District***" and together with PV Fire District, the "***Fire Districts***").

WHEREAS, the Fire Districts (a) were each established as county fire service areas under the Enabling Act; (b) currently provide fire protection services within defined areas (as described in the their respective creation ordinances); (c) are each governed by a fire commission consisting of five members, including the respective fire chief; and (d) each impose fees or charges for fire service within their respective service areas.

WHEREAS, the County Council seeks to restructure the organization of fire services in the County by unifying the Fire Districts into a single, unified fire service area under the Enabling Act (the "***Consolidation***"), which shall be reconstituted as the "Indian Land Consolidated Fire Protection District" (the "***Indian Land Fire District***"). The County Council has determined that the Consolidation will: (a) attract new firefighters (both paid and volunteer); (b) retain existing firefighters (both paid and volunteer); (c) allow for proper training of new and existing firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the County; and (f) more effectively and equitably spread the cost of fire services throughout the County.

WHEREAS, the naming conventions for all existing fire station facilities and equipment may be initially be sustained, but are later intended to be updated, revised or amended to denote the Indian Land Fire District as may be determined from time to time by County Council.

WHEREAS, the County Council has determined to amend and restate the Fire Ordinance in its entirety, as now codified at Chapter 14, Article VI of the County's Code of Ordinances, in order to implement the Consolidation.

WHEREAS, as of the date hereof, there is currently outstanding $_____ of the original principal amount $1,935,000 General Obligation Bond (Pleasant Valley Fire Protection District), Series 2015B (the "***Outstanding GO Bond***") maturing on March 1, 2030.

WHEREAS, the Outstanding GO Bond was issued for the benefit of PV Fire District, and, absent the consent of the holder thereof, is not subject to optional redemption until March 1, 2025.

WHEREAS, as a result of the Consolidation, the County Council has determined to effect a cash defeasance (or negotiated redemption, as applicable) of the Outstanding GO Bond with available unrestricted monies in the general fund.

WHEREAS, the funds necessary to pay to legally defease the Outstanding GO Bond on or around September [15], 2023 are not currently budgeted in the fiscal year 2023-2024 annual budget, and the Consolidation, generally, will require a Budget Amendment (as defined herein) to duly and properly authorize the defeasance and/or redemption of the Outstanding GO Bond and to fund the ongoing operations of the Indian Land Fire District.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL, as follows:

Section 1 Recitals. Each finding or statement of fact set forth in the recitals hereto has been carefully examined and has been found to be in all respects true and correct. The County Council has determined that its actions herein satisfy all of the requirements and conditions set forth and established in the Enabling Act. The County Council believes that it is in the best interest of the County to undertake the Consolidation under the Enabling Act. Further, and as required by the Enabling Act, the County Council finds and determines that the establishment of the Indian Land Fire District satisfies the requirements and conditions set forth in Section 4-19-10 of the Enabling Act.

Section 2 Generally. This Ordinance is intended to amend and restate the Fire Ordinance in its entirety, and this Ordinance shall be controlling in all cases.

Section 3 Amendment of Chapter 14, Article VI of the County's Code of Ordinances. The Fire Ordinance, as codified in the County's code of ordinances at Chapter 14 – "Fire Prevention and Protection", Article VI – "Fire Protection Districts", Division 1 – "Pleasant Valley Fire Protection District" and Division 2 – "Indian Land Fire Protection District" shall be amended and restated in its entirety, as follows:

Chapter 14 – FIRE PREVENTION AND PROTECTION

Article VI – Fire Protection Districts

Division 1 – Indian Land Consolidated Fire Protection District

Sec. 14-131. Findings of Fact.

As an incident to the enactment of this article, Lancaster County, South Carolina (the "county"), the County Council of Lancaster County, the governing body of the county (the "council"), finds that there shall be enacted a uniform ordinance for the operation of the system of fire protection within communities generally known as Indian Land and Pleasant Valley.

(1) Pursuant to the provisions of the Title 4, Chapter 19 of the Code of Laws of the South Carolina 1976, as amended (the "Enabling Act"), the council is empowered to establish, operate, and maintain a system of fire protection within designated areas of the county in order to provide the residents and property owners who reside and own property located within the designated areas with fire protection services.

(2) Pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance 1083 dated February 1, 2011, the council previously established the Pleasant Valley Fire Protection District and the Indian Land Fire Protection District within the county (together, the "Fire Districts").

(3) The county seeks to restructure the organization of fire services in certain unincorporated parts of the county by unifying the Fire Districts into a single, unified fire service area under the Enabling Act, which it believes will: (a) attract new firefighters (both paid and volunteer); (b) retain existing firefighters (both paid and volunteer); (c) allow for proper training of new and existing firefighters; (d) stabilize service calls and fire station capacity; (e) promote better responsiveness and fire service to taxpayers, residents, and businesses within the county; and (f) more effectively and equitably spread the cost of fire services throughout the county.

(4) Pursuant to Ordinance No. ___, dated August 14, 2023 (the "Consolidation Ordinance"), the Fire Districts are hereby unified and reconstituted into a single fire service area (the "Consolidation") established and reconstituted thereby to be known as the "Indian Land Consolidated Fire Protection District" (the "Indian Land Fire District").

Sec. 14-132. Establishment.

By this division, council hereby establishes the Indian Land Consolidated Fire Protection District pursuant to the Enabling Act.

Sec. 14-133. Service Area.

(a) The area to be included in the Indian Land Fire District is described below, and a map of such area shall be kept and retained by the council and made available

upon request [TO BE UPDATED].

Beginning at the point of the intersection of the centerline of Stacy Howie Road and the North Carolina state line, going generally northward along the boundary of Lancaster County and the State of North Carolina to the point of the intersection of the boundary of Lancaster County, York County and the State of North Carolina, then generally southward along the boundary of Lancaster County and York County to the point of the intersection of the southern boundary line of the property now or formerly owned by Dennis Mac Wilkerson, TMS No. 0011-00-008-00, then generally eastward along the southern boundary line of the Wilkerson property and the following properties: (1) along the southern and then eastern boundary of the property now or formerly owned by Bobby R. and Alice M. Barbee, TMS No. 0010-00-044-03; (2) then along the eastern boundary of the property now or formerly owned by Timothy Wayne Wilkes, TMS No. 0010-00-044-08; (3) then along the eastern boundary of the property now or formerly owned by William D. and Brandy N. Hensley, TMS No. 0010-00-044-14; (4) then along the eastern boundary of the property now or formerly owned by Brent Campbell, TMS No. 0010-00-044-00; (5) then along the eastern boundary of the property now or formerly owned by Peter and Sandra Ovalle Gueldner, TMS No. 0010-00-044-16; (6) then along the southern boundary of the property now or formerly owned by Brian L. and Jullian Bute Hanson, TMS No. 0010-00-046-01; (7) then along the southern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-08; (8) then along the southern and then eastern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-07; (9) then along the southern boundary of the property now or formerly owned by Longbrooke, LLC, TMS No. 0010-00-045-04; (10) then along the southern boundary of the property now or formerly owned by M.R. Ross, TMS No. 0010-00-037-00 to the centerline of U.S. 521 (Charlotte Highway); (11) then south along the centerline of U.S. 521 (Charlotte Highway); (12) then crossing east on U.S. 521 (Charlotte Highway) at the point of the southern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (13) then along the southern and then eastern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (14) then along the southern boundary of the property now or formerly owned by Hans L. Lengers IX, LLC, TMS No. 0010-00-025-00; (15) then along the southern boundary of the property now or formerly owned by Thomas Reid Merritt, TMS No. 0010-00-024-00 to the intersection of the centerline of Collins Road; (16) then northeasterly along the centerline of Collins Road to the intersection of the centerline of Henry Harris Road; (17) then southward along the centerline of Henry Harris Road to the intersection of the centerline of Stacy Howie Road; (18) then generally northeast along the centerline of Stacy Howie Road to the point of beginning.

Beginning at the point of the intersection of the boundary of Lancaster County and York County and the southern boundary line of the property now or formerly

owned by Dennis Mac Wilkerson, TMS No. 0011-00-008-00, then generally eastward along the southern boundary line of the Wilkerson property and the following properties: (1) along the southern and then eastern boundary of the property now or formerly owned by Bobby R. and Alice M. Barbee, TMS No. 0010-00-044-03; (2) then along the eastern boundary of the property now or formerly owned by Timothy Wayne Wilkes, TMS No. 0010-00-044-08; (3) then along the eastern boundary of the property now or formerly owned by William D. and Brandy N. Hensley, TMS No. 0010-00-044-14; (4) then along the eastern boundary of the property now or formerly owned by Brent Campbell, TMS No. 0010-00-044-00; (5) then along the eastern boundary of the property now or formerly owned by Peter and Sandra Ovalle Gueldner, TMS No. 0010-00-044-16; (6) then along the southern boundary of the property now or formerly owned by Brian L. and Jullian Bute Hanson, TMS No. 0010-00-046-01; (7) then along the southern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-08; (8) then along the southern and then eastern boundary of the property now or formerly owned by Longbrook, LLC, TMS No. 0010-00-045-07; (9) then along the southern boundary of the property now or formerly owned by Longbrooke, LLC, TMS No. 0010-00-045-04; (10) then along the southern boundary of the property now or formerly owned by M.R. Ross, TMS No. 0010-00-037-00 to the centerline of U.S. 521 (Charlotte Highway); (11) then south along the centerline of U.S. 521 (Charlotte Highway); (12) then crossing east on U.S. 521 (Charlotte Highway) at the point of the southern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (13) then along the southern and then eastern boundary of the property now or formerly owned by Jonathan L. and David L. Edwards, TMS No. 0010-00-029-00; (14) then along the southern boundary of the property now or formerly owned by Hans L. Lengers IX, LLC, TMS No. 0010-00-025-00; (15) then along the southern boundary of the property now or formerly owned by Thomas Reid Merritt, TMS No. 0010-00-024-00 to the intersection of the centerline of Collins Road; (16) then northeasterly along the centerline of Collins Road to the intersection of the centerline of Henry Harris Road; (17) then southward along the centerline of Henry Harris Road to the intersection of the centerline of Stacy Howie Road; and (18) then generally northeast along the centerline of Stacy Howie Road to its intersection with the North Carolina state line.

The eastern boundary of the Indian Land Fire Protection District is described as follows: From the centerline of Stacy Howie Road and its intersection with the North Carolina state line, then going generally southward along the boundary of Lancaster County and the State of North Carolina to the point of its intersection with the center line of Niven Road.

The southern boundary of the Indian Land Fire Protection District is described as follows: From the centerline of Niven Road and its intersection with the North Carolina state line, (1) westward along the center line of Niven Road to its

intersection with the centerline of U.S. 521 (Charlotte Highway); (2) then northwestward along the centerline of U.S. 521 (Charlotte Highway) to its intersection with the southeastern edge of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (3) then along the southern and then northwestern boundary of the property now or formerly owned by Dianne Liles, TMS No. 0020-00-027.01; (4) then along the southern boundary (crossing over the Southern Railroad and a portion of TMS No. 0020-00-051.00) of the property now or formerly owned by JMB Land Co. LLC, TMS No. 0020-00-050.00; (5) then along the southeastern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-019.00; (6) then along the southeastern and then southwestern boundary of the property now or formerly owned by Marshall Hinson, TMS No. 0019-00-018.00; (7) then along the southern boundary of the property (crossing over Griffin Road) now or formerly owned by Robert Maher, TMS No. 0019-00-022.05; (8) then southward along the eastern boundary of the property now or formerly owned by Willie and Donna Holder, TMS No. 0019-00-022.02; (9) then southward along the eastern boundary of the property now or formerly owned by Rickey Hubbard, TMS No. 0019-00-021.04; (10) then southward along the eastern boundary of the property now or formerly owned by Doyle McDonald, TMS No. 0019-00-021.05; (11) then along the eastern and then southern and then western boundaries of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-041.00; (12) then along the western boundary of the property now or formerly owned by Nancy W. Tillman, TMS No. 0019-00-040.00; (13) then along the southwestern and then western boundary of the property now or formerly owned by James and Patricia Ogburn, TMS No. 0019-00-022.00; (14) then along the western boundary of the property now or formerly owned by Vijaya Reddy Trustee, TMS No. 0019-00-023.02; (15) then along the western boundary of the property now or formerly owned by Charles and Jerri Laney, TMS No. 0019-00-024.01; (16) then along the western boundary of the property now or formerly owned by Olin Wilson, TMS No. 0019-00-036.00; (17) then along the western boundary of the property now or formerly owned by Robert and Georgia Sherengo, TMS No. 0019-00-027.07; (18) then along the western boundary of the property now or formerly owned by Thomas and Linda Pickard, TMS No. 0019-00-027.09; (19) then along the southern boundary of the property now or formerly owned by Helen Davis, TMS No. 0019-00-035.00; (20) then along the southwestern and then northwestern boundary of the property now or formerly owned by Robert D. Wilson, Sr. Trustee, TMS No. 0019-00-029.00; (21) then along the southwestern boundary of the property now or formerly owned by Mary Purvis and Elizabeth Martin, TMS No. 0019-00-027.01; (22) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.06; (23) then along the southeastern boundary of the property now or formerly owned by Gordon and Linda Stegall, TMS No. 0019-00-030.00; (24) then along the southeastern boundary of the property now or formerly owned by W. Olin Nisbet, Jr. Family, TMS No. 0019-00-030.05; (25) then southwest along the northwest side of Van Wyck Road until its intersection with property now or formerly owned by Family Center Inc., TMS

No. 0019-00-033.00; (26) then along the northwestern boundary (crossing Van Wyck Road) of property now or formerly owned by Family Center Inc.; TMS No. 0019-00-033.00 (crossing back over Van Wyck Road); (27) then along the southeastern boundary of the property now or formerly owned by James and Rachel Jackson, TMS No. 0019-00-030.02; (28) then along the southeastern boundary of the property now or formerly owned by Barbara Dandridge, TMS No. 0019-00-030.01; (29) then along the southeastern boundary (crossing over Van Wyck Road) of the property now or formerly owned by Macedonia Baptist Church, TMS No. 0019-00-031.00; and (30) then along the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, to its intersection with the boundary of Lancaster County and York County.

The western boundary of the Indian Land Fire Protection District is described as follows: From the intersection of the southern boundary of the property now or formerly owned by the W. Olin Nisbet Jr. Family, TMS No. 0019-00-001.00, and the boundary of Lancaster County and York County, then going generally northward along the boundary of Lancaster County and York County to the point of beginning of the northern boundary of the Indian Land Fire Protection District.

(b) The county fire service and rescue division shall arrange for the preparation and promulgation of maps, charts, and other demographic information as necessary to depict the service area of the Indian Land Fire District as it may change over time. Such maps may be relied upon for the purpose of levying taxes or fees under Section 14-136 below.

Sec. 14-134. Administration; Bylaws; Assets; Authorization.

(a) The county hereby creates the "county fire service and rescue division", which shall be operated as an administrative division of the County. The county fire service and rescue division shall represent, manage, and control the Indian Land Fire District.

(b) At the discretion of the county administrator, and in consultation with the Indian Land Fire Advisory Board (as defined and described in Sec. 14-135 herein), there may be created bylaws for the Indian Land Fire District regarding its operation.

(c) All fire-related assets (real property, personal property, cash, investments or technology) of the Indian Land Fire District shall be controlled by and titled in the name of the county. To the extent any assets are listed in the name of the Indian Land Fire District or any other no longer-existing Fire District, the county, acting through the county administrator, is authorized to undertake all necessary actions to effect the proper transfer of any such assets to the county.

Sec. 14-135. Advisory Board

(a) The county hereby creates the "Indian Land Fire Advisory Board" (the "Advisory Board"). The Advisory Board shall consist of [seven] members, [three] of whom shall be residents of the area formerly served by the Pleasant Valley Fire Protection District (as previously created by Ordinance No. 724 dated February 27, 2006, which is now repealed) and, [four]of whom shall be residents of the area formerly served by the Indian Land Fire Protection District (as previously created by Ordinance No. 1083 dated February 1, 2011, which is now repealed) of the County Council (together, the "Members").

(b) Members

(i) The Members shall be appointed by the council. In order to qualify as a Member or a successor Member, each such person (1) shall be a resident elector in the county, and (2) reside within the areas in subsection (a) above.

(ii) The Members shall be appointed to a single term that expires on December 31, 2025.

(iii) The council may suspend, expel or terminate any Member for any reason.

(iv) Any Member may resign, at any time, by delivering written notice to the council or the President (as described below), as the presiding officer of the Advisory Board.

(v) Any Member of the Advisory Board who shall be absent from 50% or more of the meetings of the Advisory Board during any 12-month period shall be deemed to have forfeited their membership on the Advisory Board, and shall be deemed to have automatically resigned from the Advisory Board.

(vi) Vacancies, for any reason, on the Advisory Board for service of an unexpired term of an initial Member or any regular Member shall be filled in the same manner as their original appointment.

(c) Sunset. The Advisory Board is considered a transitional organization, which has been established to assist the council in the Consolidation and the initial operations and activities of the Indian Land Fire District. Upon the expiration of the initial term of the Members on December 31, 2025 (as provided in Section 14-135(b)(ii) above, the Advisory Board shall be dissolved and disbanded. Thereafter,

beginning on January 1, 2026, the entirety of this Section 14-135 shall be of no force or effect, and shall be considered "Reserved" in a manner consistent with Chapter 14, Article VI, Division II herein below.

(d) Members – Generally.

(i) Each Member shall be entitled to one vote on each matter submitted to or considered by the Advisory Board.

(ii) Members of the Advisory Board shall serve without pay; however reasonable travel and other incidental expenses may be provided upon approval of county staff. Written documentation of any expenses and reimbursement shall be submitted on forms provided by the county. Further any expenses and reimbursement shall be subject to compliance with the statutes, ordinances, policies and procedures established by the council for reimbursement of expenses for county boards, agencies and commissions.

(e) The Advisory Board is subject to and governed by the provisions of the South Carolina Freedom of Information Act, as codified at S.C. Code Ann 30-4-10 et seq., as amended (the "Freedom of Information Act"). The Advisory Board expects and intends to comply with the provisions of the Freedom of Information Act in all of its actions and activities. The public shall be notified of meetings of the Advisory Board and all meetings shall be conducted in every respect in the manner required by the Freedom of Information Act. The records of the Advisory Board, except as the Freedom of Information Act or any other laws or provisions of the State of South Carolina or federal law otherwise permit, shall be open to the public in the manner required by the Freedom of Information Act.

(f) As necessary for the efficient operation of the Advisory Board and subject to the approval of the council by resolution, the Advisory Board may establish separate bylaws, procedural rules and policies to govern its operations.

(g) The following provisions shall apply with respect to the meetings and actions of the Advisory Board:

(i) The Advisory Board shall meet at regular intervals, but not less frequently than twice per year.

(ii) The presiding officer or a simple majority of the Members may call special meetings of the Advisory Board at any time.

(iii) A majority of the Members then in office shall constitute a quorum. If a quorum is present when a vote is taken, unless otherwise specifically

provided in herein, the affirmative vote of a majority of Members present shall constitute the act of the Advisory Board.

(iv) The Advisory Board is authorized to conduct all meetings, regular meetings and specially-called meetings exclusively in electronic form (or a hybrid-thereof wherein some Members are physically present in a location and others are participating electronically), provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, and the conduct of the electronic meeting, complies with the Freedom of Information Act and allows for the capability for all Members to be heard at all times by any other Members and by the general public (excepting executive sessions or other periods closed to public by law). All electronic meetings are subject to the applicable notice requirements of the Freedom of Information Act. Participation by electronic means shall constitute presence for the purpose of establishing a quorum.

(v) No votes by proxy shall be permitted under any circumstances.

(h) The following provisions shall apply with respect to officers of the Advisory Board:

(i) The officers of the Advisory Board shall be a President, a Secretary, and a Treasurer. The President and the Secretary shall be elected for a one year term by a majority of the Members then in office; provided that if an officer's term expires, he shall continue to serve until his successor is elected and qualified. Officers may succeed themselves through re-election. The Advisory Board may elect such other officers as it shall deem desirable, including one or more Vice Presidents, such officers to have the authority and to perform the duties prescribed, from time to time, by the Advisory Board. The same individual may simultaneously hold more than one office in the Advisory Board.

(ii) Any officer may resign at any time by delivering written notice to the President, or in the event the President seeks resignation, to the Secretary. A resignation is effective when the notice is received unless the notice states a later effective date. Notice of the resignation shall be timely provided to the council.

(iii) In the case of absence or inability to act of any officer of the Advisory Board or any person duly authorized to act in his place, the Advisory Board may delegate the powers and duties of such individual to any other officer, to any Member, or to any other person whom it may select.

(iv) The President shall be the principal executive officer of the Advisory Board and, subject to the control of the Advisory Board, shall in general

supervise and control all of the business and affairs of the Advisory Board. The President shall, when present, preside at all meetings of the Advisory Board. He may sign, with the Secretary attesting (as applicable given the circumstances) documents, certifications, agreements and letters which the Advisory Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Advisory Board to some other officer or agent of the Advisory Board, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Advisory Board from time to time.

(v) The Secretary shall be the clerk to council. The Secretary shall keep the minutes and records of the Advisory Board, see that all notices are duly given in accordance with the provisions of this code of ordinances or as required by law and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Advisory Board.

(vi) Officers (in fulfilling their duties to the Advisory Board) shall serve without compensation but shall be reimbursed for all reasonable expenses incurred on behalf of the Advisory Board consistent with the other reimbursement provisions herein.

(i) The purposes and objectives of the Advisory Board shall be: (i) to make recommendations to council and county fire service and rescue division regarding fire service, facilities, equipment and other matters affecting the Indian Land Fire District; (ii) to engage and assist in the promotion and marketing efforts for the Indian Land Fire District; (iii) to advise the county council, the county fire service and rescue division and citizens of the County on matters of related to or affecting the Indian Land Fire District; (iv) to provide advice and recommendations to council and the county fire service and rescue division regarding necessary capital improvement projects, maintenance and activities; (v) to present reports, as requested, to council describing (1) the progress associated with implementation of the Consolidation; (2) community input or comments regarding the Indian Land Fire District; (4) grant-funding, sponsorship and other initiatives associated with the Indian Land Fire District; (vi) reviewing fire fees and making recommends regarding such fees and charges for Indian Land Fire District; and (vii) do all things necessary to administer and support the operations of the county fire service and rescue division.

(j) As necessary to support the operations of the Advisory Board, the County Administrator, or his agent, may assign one or more county employees to assist and support the Advisory Board as necessary to fulfill its duties, responsibilities and obligations hereunder.

(k) The Advisory Board may be amended, changed, expanded or dissolved at any time by a majority of council acting by ordinance to amend the terms hereof.

(l) It is expressly noted that the Advisory Board shall not have any power or authority to:

(i) Enter into any contract to purchase, lease, convey or sell real estate;

(ii) Borrow any money (including lease-obligations);

(iii) Enter into any contracts, or other create any legal obligation of the county or the Indian Land Fire District.

Sec. 14-136. Budget; Debt Issuances

(a) County staff shall formulate an annual budget to sustain the operations of the Indian Land Fire District. Funding shall be through the levy of taxes and/or the imposition of rates and charges as well as any other monies appropriated, allocated, or redistributed to the by the county. The annual budget for the Indian Land Fire District may either be established as a stand-alone budget or incorporated into the county's general fund budget. The council shall consider the annual budget for the Indian Land Fire District and may approve in total, modify, or amend the budget in its discretion. No funds shall be expended for purposes other than as allocated in the annual budget unless authorized or approved by the council. However, line-items within the annual budget for the Indian Land Fire District may be moved within such fund as necessary to implement county fire-related functions.

(b) The budget shall be approved in accordance with the provisions of state law.

(c) Upon approval of the budget, the council shall certify to the county auditor the tax levy or fee schedule, as applicable, for inclusion on the appropriate tax notices for the Indian Land Fire District.

(d) In order to provide for facilities, rolling stock, equipment, and other needs of the Indian Land Fire District, the county may issue, with or without an election, general obligation bonds (in a single issue or several separate issues) by the county on behalf of the Indian Land Fire District. Additionally, and as necessary to fully implement the Consolidation, the county may issue refunding general obligation bonds or such other obligations as may be necessary. Such general obligation bonds shall be secured by the full faith, credit, and taxing power of the county and, subject to other available funding, shall be payable from *ad valorem* taxes levied and collected within the Indian Land Fire District.

Sec. 14-137. Use of Revenues

All revenues and funds collected for the benefit and use of the Indian Land Fire District shall be deposited in a special account under the district's name. All disbursements shall be made as provided by law. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

Sec. 14-138. Taxes; Fees; ERU Determination

(a) In conformance with the budget, a schedule of taxes to be assessed and collected and/or the rates and charges imposed and collected as taxes shall be as set from time to time as necessary to fund the operations of the Indian Land Fire District.

(b) There may be levied ad valorem property taxes within the boundaries of the Indian Land Fire District for operation and maintenance purposes. If the Indian Land Fire District levies taxes, all real and personal property currently within the boundaries of the Indian Land Fire District shall be assessed and taxed in accordance with the provisions of state law. Tax millage is not initially anticipated to be levied by the Indian Land Fire District; however, if council later determines to levy tax millage, then council, acting by ordinance and as approved in the applicable annual budget, may determine an initial millage to be levied with the Indian Land Fire District as permitted by the Enabling Act.

(c) Alternatively, or additionally, the Indian Land Fire District may impose rates and charges for operation and maintenance purposes in the discretion of the county. If the Indian Land Fire District imposes fees or charges, such fees or charges shall be imposed and collected in accordance with the provisions of state law.

(d) Respecting the imposition of fees and charges under subsection (c) above, such fees or charges shall be assessed on the basis of equivalent residential units (ERU). While amount of the annual charge per ERU should be determined and established by council in the annual budget process, the ERU for specific properties shall be determined using the following conversion table:

Use	**ERU Standard**
Single-Family detached house	One ERU
Multi-family housing	One ERU per unit
All structures other than single family and multi-family	One ERU per [1,000] square feet, or fraction thereof

(e) No charges under subsection (d) shall be imposed on a property unless the property in question has a physical structure located thereon. For new structures, the annual charge begins when a certificate of occupancy is issued and the structure becomes taxable for property tax purposes.

Sec. 14-139. Powers, Duties and Responsibilities.

The county fire service and rescue division, acting through proper officials of the county, shall have the follow duties and responsibilities for the benefit of the Indian Land Fire District:

(1) To buy fire-fighting equipment as necessary for the purpose of controlling fire(s) within the Indian Land Fire District;

(2) To select sites or places within its service area where fire-fighting equipment must be kept;

(3) To employ all necessary fire protection personnel and fix their compensation;

(4) To employ and supervise the training of fire personnel to insure that the equipment is utilized for the best interest of all those in the Indian Land Fire District;

(5) To be responsible for the purchase, acquisition, upkeep, maintenance and repairs of all fire-fighting equipment, fire stations and fire station sites; however, all such personal and real property purchased, acquired, operated and maintained shall be owned by and properly titled in the name of the county and shall not be subject to disposal or sale without the approval of council;

(6) To promulgate such regulations as may be necessary to ensure that equipment is being used to the best advantage of the county;

(7) To construct buildings to house equipment and all fire stations necessary to provide fire protection; and

(8) To exercise any and all other powers necessary to operate and maintain a comprehensive system of fire protection within the county.

Sec. 14-140. Procurement.

The county fire service and rescue division shall be governed by the administrative rules of procedure governing other county agencies/departments and shall additionally comply with and be governed by the county's procurement code.

Division 2 – Indian Land Consolidated Fire Protection District

Reserved. Sections 14-151 through Section 14-460 have been deleted in their entirety and are hereafter reserved.

Section 4 Transfer and Acceptance of Assets.

A. All of the real and personal property (including all cash and investments) of Fire Districts shall become the assets of the County and upon the enactment of this Ordinance, any cash and investments shall be transferred to the County's account(s) for the Indian Land Fire District. Likewise, and except as described in Section 6 below, all liabilities of the Fire Districts shall become the obligation of Indian Land Fire District. To the extent not already owned by or titled in the name of the County, an itemization of the current real property assets of each of the Fire Districts is attached hereto as Exhibit A-1.

B. Regardless of the transfer of any and all assets of each of the Fire Districts to the County (as applicable), the existing naming conventions (as necessary to properly denote the historical and geographical characteristics of such facilities) of the individual fire stations may be initially sustained. However, nothing shall prohibit the County from purchasing, designing and up fitting any facilities or equipment with updated signage, color schemes, graphics or other insignia which ascribe representation of the Indian Land Fire District.

C. On or prior to the Effective Date (as defined herein):

1. The Indian Land Fire District shall succeed to, without other transfer, and shall possess and enjoy all of the rights and privileges, immunities, powers and franchises both of a public and private nature, and shall be subject to all of the restrictions, liabilities, and duties of the Fire Districts.

2. To the extent title to any real property is vested by deed or otherwise to or in the name of any of the Fire Districts, or any agent, agency or beneficial entity thereof, such real property shall not automatically revert, transfer or otherwise be impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, absent any confirmation, consent or approval of the governing commissions of the Fire Districts, which are expressly terminated under this Ordinance, has authorized and approved the transfer of any and all real property of each such Fire District to the County (to the extent not already titled in the name of the County). Real property assets of the Fire Districts that are not currently titled in the name of the County are listed on Exhibit A-1 hereto. Each such property shall be duly conveyed to the County in accordance with the form of deed attached hereto as Exhibit A-2, and thereafter accepted, deeded and properly recorded in the name of the County or its assigns. [NOTE TO DRAFT, CONFIRM NO LIENS ON FIRE STATIONS]

3. To the extent title or ownership of any tangible personal property is vested in the name of any of the Fire Districts, or any agent, agency or beneficial entity thereof,

such personal property shall not automatically revert, transfer or otherwise be impaired by the terms of this Ordinance; however, through the enactment of this Ordinance, the County Council, in its capacity as the governing body of each of the Fire Districts, has authorized and approved the transfer of any and all of the personal property of each such Fire Districts interest to the County (to the extent not already titled in the name of the County). To the extent any personal property assets of the Fire Districts are not currently titled in the name of the County, all such property shall be duly conveyed to the County under the terms of a Bill of Sale, the form of which is attached hereto as Exhibit B.

4. Best efforts shall be undertaken to pay all current bills, charges and liabilities of the Fire Districts from the respective assets acquired from each such Fire District, including any workers compensation insurance premiums or liability insurance premiums due through the Effective Date for firefighters or the physical assets of each such Fire District; if circumstances arise or occur wherein such items cannot be paid from the assets of the respective Fire Districts, proper arrangements will be made with or by the Indian Land Fire District, which is receiving the particular asset, for payment of such bill, charge or liability.

D. On behalf of the County, the County Administrator, and Chair of County Council, or their respective designees (an "***Authorized Officer***"), are authorized to execute and deliver any deed (in the form attached hereto as Exhibit A-2) or other real property conveyance document respecting the properties described at Exhibit A-1 hereto, as well as the Bill of Sale, the form of which is attached as Exhibit B hereto.

Section 5. Assignment of Service Rights.

A. Notwithstanding any limitation in such agreements to the contrary, any agreements, contracts, rights, title, interest and other obligations between any of the Fire Districts and any municipal fire service or other fire providers (together, the "***Other Fire Providers***") shall be assigned, granted and transferred in full to the Indian Land Fire District, who shall accede to and continue performing any and all fire service functions previously provided to the Other Fire Providers by any of the Fire Districts.

B. Notwithstanding the provisions of paragraph (A) of this Section 5, to the extent any current agreement with any of the Other Fire Providers, expressly including but not limited to mutual or automatic aid agreements, requires amendments, supplements, modifications or a restatement in full (collectively, a "***Modification Agreement***") as a result of this Ordinance, any Modification Agreement, subject to review and approval by the County's legal counsel, is fully authorized and permitted by the terms hereof. Each Modification Agreement, if any, shall be executed and delivered on behalf of the County by the County Administrator. Upon such execution, the County Council shall be timely informed of the execution of the Modification Agreement. The consummation of the transactions and undertakings described in any Modification Agreement, and such additional transactions and undertakings as may be determined by the County Administrator, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

Section 6. Outstanding General Obligation Bonds; Budget Amendment.

A. The Outstanding GO Bond is a binding general obligation of the County, and the full faith, credit, and taxing power of the County has been pledged to the payment thereof. Historically, the principal and interest on the Outstanding GO Bond has been paid directly by the PV Fire District from its fee revenues. As of the date hereof, there is currently outstanding $_____ of the original principal amount of the Outstanding GO Bond maturing on April 1, 2030.[1]

B. 1. Subject to properly budgeted and appropriated funds being available, the County, acting through an Authorized Officer, shall appropriate funds from any legally available source in an amount sufficient to effect the legal defeasance or early redemption (including negotiated penalties) of the Outstanding GO Bond on September 15, 2023, or such other date as may be determined by the Authorized Officer.

2. The County Council hereby authorizes, approves or ratifies, as applicable, the engagement of Compass Municipal Advisors LLC to act as financial advisor and Burr Forman to act as bond counsel in connection with the defeasance and redemption of the Outstanding GO Bond and authorizes an Authorized Officer to engage the services of such other professionals and institutions of a type and in a manner customary in connection with the defeasance and redemption of municipal bonds, including, but not limited to, contractual arrangements with verification agents or other consultants necessary to structure the defeasance escrow for the Outstanding GO Bond.

3. An Authorized Officer is authorized to execute and deliver an escrow deposit agreement between the County and Regions Bank, the form of which is attached hereto as Exhibit D (the "***Escrow Agreement***"). Under the terms of the Escrow Agreement, the County shall fund and establish an escrow deposit account and escrow funds in an amount sufficient effect the redemption of Outstanding GO Bond on March 1, 2025. The Authorized Officers, in consultation with its professional advisors, are further authorized to determine the type of investments that shall be made in such escrow deposit agreement and to select the escrow agent in accordance with the proceedings authorizing the Outstanding GO Bond. In lieu of the Escrow Agreement, and as may be determined by the holder of the Outstanding GO Bond, an Authorized Officer may negotiate with such holder for the early redemption of the Outstanding GO Bond, including the payment of penalties or other charges related to such early redemption.

4. Assuming the County properly implements the appropriation described in Section 8(B)(1) above, the County, acting through an Authorized Officer, is authorized to execute one or more promissory notes in the form attached hereto as Exhibit C (collectively, the "***Note***"), and incorporated herein by reference, payable to the County in an aggregate principal amount not to exceed [$_____]. Any payment obligation created

[1] This same amount shall be outstanding as of the Effective Date.

in connection with this Ordinance or the Note shall constitute a current expense of the Indian Land Fire District and shall not in any way be construed to be a debt of the Indian Land Fire District or the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness of the Indian Land Fire District or the County, nor shall anything contained in this Ordinance constitute or give rise to a general obligation or pledge of the general tax revenues, taxing power or full faith or credit of the Indian Land Fire District or the County. Any budgetary appropriation to pay the Note shall be subject in all respects to the discretion of County Council, and any failure to make such an appropriation, notwithstanding any provision of this Ordinance to the contrary, shall not constitute a default or event of default under this Ordinance or the Note.

C. As an alternative to the provisions of Section 8(B) above, the County may determine to issue general obligation refunding bonds on behalf of the Indian Land Fire District ("***Refunding Bonds***") in order to properly redeem the Outstanding GO Bond. Any such authorization to issue Refunding Bonds shall be approved by a separate bond ordinance approved by the County Council.

D. The funds necessary to pay the outstanding principal amount of and the interest accrued on the Outstanding GO Bond as of the Effective Date is hereby appropriated from the County's general fund balance, and the County hereby amends its fiscal year 2023-2024 annual budget to provide for the legal defeasance and/or redemption of the Outstanding GO Bond (the "***Defeasance Budget Amendment***"). As described in Section 6(B)(1) above, the money necessary to legally defease and/or redeem the Outstanding GO Bond will be drawn from the County's general fund balance and therefore, the proposed Defeasance Budget Amendment does not result in any change to the County's millage rate for the general fund or any of the Fire Districts.

E. Additionally, the County has duly adopted fiscal year 2023-2024 budgets for each of the Fire Districts. As of the Effective Date, the Fire Districts will be consolidated. As a result of the Consolidation, the County's fiscal year 2023-24 budget, which contemplates the independent operation and funding of the Fire Districts, shall be amended, modified and revised to account for the Consolidation (the "***Consolidation Budget Amendment***" and together with the Defeasance Budget Amendment, the "***Budget Amendment***"). Unlike the Defeasance Budget Amendment, the Consolidation Budget Amendment is not anticipated to create any new revenues or expenses increased fire fees and expenses (or result in higher fire fees or charges) since such fees and charges were adopted as part of the County's fiscal year 2023-24 budget. As a result, the operating budget for fiscal year 2023-24, as amended by the Budget Amendment, are as follows:

General Fund	**FY 2023-2024 Approved**	**FY 2023-2024 Proposed Amended**	**Percentage Change**
Revenues			
Expenses			

Section 7 Services and Personnel

A. It is an overriding goal of the County that the Consolidation will result in substantially improved fire service (over existing operations). Subject to Section 7(C) below, the Consolidation is anticipated to result in enhanced fire service coverage within Indian Land Fire District's service area.

B. Subject to conformance with County employment requirements and training requirements, all existing paid and volunteer fire personnel of the Fire Districts shall be considered for available positions with the Indian Land Fire District.

C. Subject to unforeseen economic circumstances affecting the entire County and the general difficulty of finding, training and maintaining qualified fire personnel, failure to reach or maintain the staffing or fire coverage thresholds provided is not an enforceable obligation or commitment of the County, but rather a goal that may take considerable time to complete.

Section 8 Public Hearing. Prior to the date of enactment of this Ordinance and pursuant to Sections 4-19-20 and 6-1-80 of the Code of Laws of South Carolina 1976, as amended, the County did hold public hearings regarding the Consolidation and the Budget Amendment on August 14, 2023. Notice of the public hearing for the Consolidation was timely published in accordance with Section 4-19-20 of the Code of Laws of South Carolina 1976, as amended, three times in *The Lancaster News*, which is a newspaper of general circulation in the County. First publication of such notice did occur not less than sixteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against the Consolidation. Further, notice of the public hearing for the Budget Amendment was timely published in accordance with Section 6-1-80 of the Code of Laws of South Carolina 1976, as amended, one time in *The Lancaster News*. Publication of such notice did occur not less than fifteen days prior to the date of the public hearing, and all interested parties were given an opportunity to speak in favor of or against the Budget Amendment.

Section 9 Notice of Enactment. Subsequent to the enactment of this Ordinance, a notice of enactment of this Ordinance, the form of which is attached hereto as Exhibit E, shall be published once a week for two successive weeks in *The Lancaster News*, which is a newspaper of general circulation in the County.

Section 10 Further Action. Notwithstanding the Consolidation under the terms of this Ordinance, the County staff, acting through the Authorized Officers are authorized, as required or necessary, to undertake any supplemental, follow-up and/or final actions following the enactment of this Ordinance and the imposition of its terms. To the extent necessary, each of the Fire Districts shall remain constituted and empowered to act until such time as the Consolidation becomes effective and all assets have been transferred, conveyed, disposed, or sold; thereafter, each of the Fire Districts shall be finally dissolved and terminated without further action by the County Council.

Section 11 Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held or determined to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 12 Limitation of Rights. Nothing in this Ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause(s) of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

Section 13 Inconsistency. All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict or inconsistency.

Section 14 Effective Date. This Ordinance shall take effect immediately upon its enactment; however, the Consolidation shall not become effective until the later of (i) the statutory challenge period under Section 4-19-20(6) of the Enabling Act has expired, or (ii) September 15, 2023 (the "***Effective Date***"). In the event of a timely challenge under the Enabling Act, the Effective Date shall be tolled until challenge is satisfied by the applicable courts of the State of South Carolina.

[Remainder of Page Intentionally Left Blank]

AND IT IS SO ORDAINED, this 14th day of August 2023.

LANCASTER COUNTY, SOUTH CAROLINA

(SEAL)

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 26, 2023
Second Reading: July 17, 2023
Public Hearing: August 14, 2023
Third Reading: August 14, 2023

Approved as to form:

_____
Virginia L. Merck-Dupont
County Attorney

Exhibit A-1

Real Property of the Fire Districts

1. Indian Land Station (Indian Land #1)
   185 Six Mile Creek, Lancaster, SC 29720 – 0016-00-031.02

2. Pleasant Valley Main (Indian Land #2)
   9370 Possum Hollow Road, Indian Land, SC 29707 – 0008-00-063.06

3. Pleasant Valley Substation (Indian Land #3)
   10754 Harrisburg Road, Indian Land, SC 29707 – 0003-00-041.00

EXHIBIT A-2

FORM OF DEED

This deed was prepared in the Office of Ginny Dupont, Lancaster County Attorney, 101 N. Main Street., Lancaster, SC 29720, **WITHOUT BENEFIT OF TITLE EXAMINATION AND WITHOUT TITLE CERTIFICATION**

STATE OF SOUTH CAROLINA	)	
	)	LIMITED WARRANTY DEED
COUNTY OF LANCASTER	)	

WHEREAS, the County Council of Lancaster County (the "County Council"), which is the governing body of Lancaster County, South Carolina (the "County"), is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"), "[t]o establish, operate, and maintain a system of fire protection" within the County.

WHEREAS, pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011 (together, the "Fire Ordinance"), the County previously established the Pleasant Valley Fire Protection District and the Indian Land Fire Protection District (together, the "Fire Districts").

WHEREAS, the County Council, by terms of the Enabling Act and an ordinance of the County Council entitled, "AN ORDINANCE TO CONSOLIDATE THE PLEASANT VALLEY FIRE PROTECTION DISTRICT AND THE INDIAN LAND FIRE PROTECTION DISTRICT INTO A SINGLE, UNIFIED FIRE PROTECTION DISTRICT; AUTHORIZING AN AMENDMENT TO THE COUNTY'S FISCAL YEAR 2023-24 BUDGET; AND OTHER MATTERS RELATING THERETO" enacted on [August 14, 2023] (the "Consolidation Ordinance"), amended and restated the Fire Ordinance to consolidate the Fire Districts into Indian Land Consolidated Fire Protection District (the "Indian Land Fire District").

WHEREAS, as contemplated by the Consolidation Ordinance, all real property of the Fire Districts shall be conveyed and transferred to the County for the benefit of the Indian Land Fire District under the provisions of this deed of conveyance.

NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, THAT **[NAME OF FIRE DISTRICT] ACTING EXCLUSIVELY THROUGH THE COUNTY ADMINISTRATOR** (hereinafter "Grantor"), in the State aforesaid, for and in consideration of the covenants and recitals provided in the Consolidation Ordinance to it in hand paid at and before the sealing of these presents by **LANCASTER COUNTY, SOUTH CAROLINA** (hereinafter "Grantee" and previously identified as the County), whose address is c/o County Administrator, 101 N. Main Street, Lancaster, SC 29720, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release, subject to the easements, restrictions, reservations and conditions (collectively, the "Exceptions"), if any, set forth below, unto the said Grantee, its successors and assigns forever, the following described property (the

"Premises"), to-wit:

SEE ATTACHED FOR LEGAL DESCRIPTION.

THIS CONVEYANCE IS MADE SUBJECT TO**:** All covenants, restrictions, easements and rights-of-ways affecting the Premises.

TOGETHER with, subject to the above Exceptions, if any, 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, subject to the above Exceptions, if any, all and singular the said Premises before mentioned, unto the said Grantee, its successors and assigns.

Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said Premises, subject to the above Exceptions, if any, unto the said Grantee, as hereinabove provided against Grantor and Grantor's successors and any person or persons whomsoever lawfully claiming or to claim the same, or any part thereof, through or under it or them, but against none other.

IN WITNESS WHEREOF, Dennis Marstall, County Administrator of the County and duly authorized officer of the Grantor has hereunto set my Hand and Seal of the Grantor, this _____ day of _____, 2023.

WITNESSES:

[NAME OF FIRE DISTRICT],

_____
Signature of 1st Witness
Printed Name: _____

By:_____
Dennis Marstall, County Administrator

_____
Signature of 2nd Witness/Notary
Printed Name: _____

ACKNOWLEDGMENT ON FOLLOWING PAGE

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, the undersigned Notary, do hereby certify that Dennis Marstall, as County Administrator of the Lancaster County and the duly authorized representation of [NAME OF DISTRICT], personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and official seal, this _____ day of _____, 2023.

_____ (SEAL)
Signature of Notary Public
Name of Notary:_____
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires:_____

LEGAL DESCRIPTION

Exhibit B

Bill of Sale

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

BILL OF SALE

Pleasant Valley Fire Protection District and Indian Land Fire Protection District (together, the "Former Fire Districts") were fire service areas created and existing under the authority of the Lancaster County Council, the governing body of Lancaster County (the "County") pursuant to the Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011, respectively.

On August 14, 2023, the County enacted Ordinance No. __ (the "Consolidation Ordinance"), the provisions of which reconstituted the Former Fire Districts into a single, unified fire service area known as the Indian Land Consolidated Fire Protection District.

The County, acting through certain duly authorized officers subscribed below, in consideration of, and in furtherance of, the Consolidation Ordinance, the receipt and sufficiency of which is hereby acknowledged, do hereby grant, bargain, sell, transfer and deliver unto the County the following described equipment:

All those items of furniture, equipment, fixtures, mobile equipment, vehicles, fire fighting equipment, software, computer equipment and systems, and other personal property of every kind and nature heretofore owned, used or possessed by each of the Former Fire Districts now or formerly located on or about the premises of each fire station for each of the Former Fire Districts, as described and listed below, including any those items listed on any Inventory Sheets (which shall supplement this Bill of Sale), and such conveyance included all rights to recover any such personal property included in this conveyance which may be determined to be absent from the premises as of the date and time of this conveyance.

1. **Indian Land Station (Indian Land #1)**
   185 Six Mile Creek, Lancaster, SC 29720 – 0016-00-031.02

2. **Pleasant Valley Main (Indian Land #2)**
   9370 Possum Hollow Road, Indian Land, SC 29707 – 0008-00-063.06

3. **Pleasant Valley Substation (Indian Land #3)**
   10754 Harrisburg Road, Indian Land, SC 29707 – 0003-00-041.00

The County acknowledges that it has been advised of the used condition of said items of equipment, and County has made and has relied on its own inspection of said equipment to determine the condition of the equipment and the suitability of the said equipment for County's uses and purposes, without reliance on any representations made by any of the Former Fire Districts, or its employees or agents.

To have and to hold the same to the County its successors and assigns, to its or their use forever.

Under the terms of the Consolidation Ordinance, the County made each of the Former Fire Districts an administrative division of the County and ceased the existence of any independent boards which formerly governed the Former Fire Districts. As a result, it is recognized that any transfers herein are solely for the purpose of unequivocally evidencing and proving that the County has assumed, acquired and obtained all personal property assets of each of the Former Fire Districts. Further, in accepting the personal property transferred hereunder, the County accepts such property and equipment subject to all encumbrances.

The County, through its duly authorized representative subscribed and attested below, has good right and authority to convey the same as aforesaid and to execute this Bill of Sale to the County.

In Witness Whereof, the County, on behalf of each of the Former Fire Districts, has set the hands and seals of its authorized officers to this Bill of Sale this __th day of September 2023.

LANCASTER COUNTY, SOUTH CAROLINA (ON BEHALF OF PLEASANT VALLEY FIRE PROTECTION DISTRICT AND INDIAN LAND FIRE PROTECTION DISTRICT)

By: _____
County Administrator

WITNESSES

Witness #1

By: _____

Name: _____

Witness #2

By: _____

Name: _____

Exhibit C

FORM OF PROMISSORY NOTE

$_____

Lancaster, South Carolina
September [15], 2023

For value received, the Indian Land Consolidated Fire Protection District ("Indian Land Fire District"), a fire service area created and existing under the authority of Lancaster County, South Carolina (the "County") pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended and Ordinance No. ____ dated August 14, 2023 (the "Ordinance"), promises to pay to the County the principal sum of $_____. This Promissory Note shall bear interest at a rate __% per annum, which is the rate currently payable on funds deposited with the South Carolina Local Government Investment Pool (LGIP).

This Promissory Note shall be payable with respect to principal and interest in equal annual payments of $_____ payable to the County each July 1, beginning July 1, 20__ through July 1, 20__.

The principal balance outstanding on this Promissory Note shall be subject to prepayment (plus accrued interest to the date of redemption) at any time, at a price of 100%.

This Promissory Note and transaction is authorized by the Ordinance and is governed by and subject to all limitations and conditions set forth therein, particularly the limitation on the payment obligation set forth at Section 8(C)(2) therein.

I, the undersigned, do execute this Promissory Note on behalf of the Indian Land Fire District, this [15]th day of September 2023.

INDIAN LAND CONSOLIDATED FIRE PROTECTION DISTRICT

[SEAL]

_____
[Authorized Officer]

ATTEST:

_____
Witness

Schedule 1

Sample Fee Schedule (Subject to Approval in the Annual Budget Ordinance)

Exhibit D

FORM OF ESCROW DEPOSIT AGREEMENT

This Escrow Deposit Agreement (the "Agreement") dated _____, 2023, by and between Lancaster County, South Carolina (the "County") and Regions Bank in Atlanta, Georgia, as escrow agent (the "Escrow Agent").

WITNESSETH:

On June 25, 2015, pursuant to Ordinance No. 2015-1336 enacted by the Lancaster County Council (the "Council") on February 23, 2015, the County issued its $1,935,000 General Obligation Refunding Bonds (Pleasant Valley Fire Protection District), Series 2015B (the "2015 Bonds"), which are presently outstanding in the principal amount of $1,070,000.

The County intends to defease the outstanding 2015 Bonds by depositing with the Escrow Agent, the amount of $_____ in order to effect the defeasance of the 2015 Bonds. The County wishes to enter into this Agreement to carry out such purposes.

Now therefore, in consideration of the foregoing and of the mutual covenants herein set forth, the County and the Escrow Agent agree as follows:

SECTION 1. In order to secure the defeasance of the principal of and interest on the 2015 Bonds, the County hereby pledges and sets over to the Escrow Agent for transfer into a defeasance fund created pursuant to Section 2 hereof, in trust for the benefit and security of the holders of the 2015 Bonds, subject to the terms and conditions hereinafter set forth, the sum of $_____which was derived from the County's general fund. The County represents that such sum ($_____) is an amount which when transferred to the Defeasance Fund will be sufficient to pay the defeasance price (principal and accrued interest) of the 2015 Bonds on their defeasance date of _____, 2023.

Such amount shall be deposited by the Escrow Agent in the Defeasance Fund. The Escrow Agent acknowledges receipt of the foregoing amount on the date hereof.

SECTION 2. There is hereby established with the Escrow Agent a special and irrevocable trust fund designated the "Lancaster County, South Carolina, Defeasance Fund of 2023 (Pleasant Valley Fire District)" (the "Defeasance Fund") to be held in the custody of the Escrow Agent as a trust fund separate and apart from all other funds of the County or of the Escrow Agent for the purposes set forth in Section 1 hereof.

Except as provided hereinafter with respect to funds in excess of the amounts required therefor, funds on deposit in the Defeasance Fund shall be used solely for the purposes set forth in Section 1.

SECTION 3. Concurrently with the execution of this Agreement, the Escrow Agent shall apply $_____ from the amounts deposited with it pursuant to Section 1 above to purchase on _____, 2023, the Government Obligations shown on Exhibit A hereto. The remaining $_____ shall be held in cash and remain uninvested.

All obligations purchased and held hereunder as shown on Exhibit A or any direct, non-callable United States Treasury Obligations substituted therefor in accordance with the provisions of this Agreement are collectively referred to as "Government Obligations." Government Obligations shall not be deemed to include unit investment trusts and money market mutual funds.

The County represents that the Government Obligations shall earn interest and mature in such amounts and at such times as shall be necessary and sufficient, together with other funds held in the Escrow Fund, to pay the principal of and interest on the 2015 Bonds as they respectively mature as set forth in Section 1 hereof.

SECTION 4. Upon the written direction of the County, subject to the conditions and limitations herein set forth, the Escrow Agent shall sell, transfer and request the defeasance of or otherwise dispose of any of the Government Obligations purchased hereunto or reinvest the maturing principal of and interest on Government Obligations, provided that there are substituted therefore, or such reinvestment is made in, other Government Obligations as hereinafter provided. The County hereby covenants and agrees that it will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which would cause the 2015 Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder.

As directed by the County, the Escrow Agent shall purchase such substituted Government Obligations with the proceeds derived from the sale, transfer, defeasance or other disposition of Government Obligations held hereunder or with the maturing principal and interest of Government Obligations held hereunder. Any such sale, transfer, defeasance or other disposition of Government Obligations or a purchase of Government Obligations with maturing principal or interest, and substitution under the provisions of this Section may be effected only by a simultaneous transaction and only if (a) an independent certified public accountant shall certify that the Government Obligations to be substituted, together with the Government Obligations which will continue to be held in the Escrow Fund and cash on deposit in the Escrow Fund, will earn interest and mature in such amounts and at such times together with any other funds held therein to provide sufficient moneys from such interest and maturing principal to pay when due, all principal of and interest on the 2015 Bonds which have not previously been paid, and (b) the Escrow Agent shall receive an unqualified opinion of nationally recognized bond counsel to the effect that such sale, transfer, defeasance or other disposition or purchase, and substitution of, Government Obligations is permitted under the provision of this Agreement has been duly authorized by the County and will not cause the 2015 Bonds to be an arbitrage bond within the meaning of Section 148 of the Code, and the regulations thereunder or otherwise cause the interest on the 2015 Bonds or the Bonds to be included in gross income under Section 103 of the Code.

In the event that as a result of any such substitution, amounts available from the maturing principal of and income on the Government Obligations together with other funds on deposit in the Escrow Fund exceed the amount required to pay the principal of and interest on the 2015 Bonds, such excess amounts shall be paid over to the County upon receipt by the Escrow Agent of a certificate from an independent certified public accountant which shall set forth:

(i) the amounts of any excess;

(ii) the date on which such amounts become excess; and

(iii) that if such excess amounts are withdrawn from the Escrow Fund, the Government Obligations, income therefrom, and other funds held in the Escrow Fund shall be sufficient to pay the principal of and interest on the 2015 Bonds, as and when the same become due and payable. Upon receipt of such certificate, the Escrow Agent shall pay at such time and from time to time the amounts certified to be excess on the dates such amounts become excess in accordance with such certificate.

SECTION 5. The Escrow Agent shall collect on the due date thereof the principal and interest on the Government Obligations on deposit with it and shall defease the 2015 Bonds in the manner set forth in Section 7 hereof on _____, 2023.

SECTION 6. The Government Obligations, moneys representing principal of and interest earned on Government Obligations and funds on deposit in the Escrow Fund shall be subject to an express lien and trust for the benefit of the holder of the 2015 Bonds until used and applied in accordance with this Agreement.

SECTION 7. The amounts on deposit in the Defeasance Fund shall be held in cash and remain uninvested and used to defease the 2015 Bonds on _____, 2023.

SECTION 8. The Escrow Agent acknowledges receipt of a copy of the letter of instructions from the County irrevocably instructing the Paying Agent for the 2015 Bonds (the "Paying Agent") to call the 2015 Bonds on _____, 2023. The Paying Agent has agreed to cause notice of such defeasance to be given in accordance with the Ordinance of the County authorizing the 2015 Bonds and the letter of instructions from the County.

SECTION 9. The Escrow Agent shall transfer to the Paying Agent on or before the defeasance date sufficient moneys from the funds held in the Defeasance Fund to be paid upon the defeasance of the 2015 Bonds on _____, 2023.

SECTION 10. The liability of the Escrow Agent to make the payments required by this Agreement with respect to the 2015 Bonds shall be limited to the trust funds on deposit in the Defeasance Fund.

The Escrow Agent shall have no responsibility to any person in connection herewith except those persons specifically provided herein.

In the event of the Escrow Agent's failure to account for any of the funds received by it, the funds shall be and remain the property of the County in trust for the holders of the 2015 Bonds as herein provided; and if for any reason such funds cannot be identified, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof and, to the fullest extent permitted by law, the County shall be entitled to a preferred claim upon such assets until such identification is made.

SECTION 11. The trust created hereby shall be irrevocable. This Agreement shall terminate when the moneys on deposit therein have been used to provide for the defeasance of the 2015 Bonds. The Escrow Agent shall thereupon be released and discharged with respect thereto. Any amounts held by the Escrow Agent after _____, 2023, and not required to pay or to provide for the defeasance of the principal of and interest on the 2015 Bonds, shall be promptly paid over to the County.

SECTION 12. The County shall pay to the Escrow Agent a one-time fee of $_____ for its services as Escrow Agent for the 2015 Bonds, plus any reasonable expenses. Neither the County nor the Escrow Agent shall have any lien or claim whatsoever upon moneys in the Defeasance Fund for the payment of any such fees, compensation or expenses. The Escrow Agent agrees that such provision for payment is satisfactory to it.

SECTION 13. The Escrow Agent shall have no responsibility to the County or any other person in connection herewith except those responsibilities specifically provided herein and shall not be responsible for anything done or omitted to be done by it except for its own negligence, willful misconduct

or other default in the performance of any obligation imposed on it hereunder. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by or need give consideration to the terms or provisions of any other agreement or undertaking between the County and any other person, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless specifically provided herein, the Escrow Agent has no duty to determine to inquire into the happenings or occurrence of any event or contingency or the performance or failure of performance of the County with respect to arrangements or contracts with others, the Escrow Agent's sole duty hereunder being to safeguard the Defeasance Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any such event or contingency, the Escrow Agent may request from the County or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the County, among others, at any time.

In no event shall the Escrow Agent be liable for any failure or delay in the performance of its obligations hereunder because of circumstances beyond the Escrow Agent's control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Agreement, inability to obtain material, equipment, or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond the Escrow Agent's control whether or not of the same class or kind as specifically named above.

Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 14. The Escrow Agent agrees to perform only the express duties and obligations imposed upon it by this Agreement.

The Escrow Agent may resign and thereby become discharged from the duties and obligations hereby created, by notice in writing given to the County and published once in a newspaper of general circulation in the State of South Carolina, and by first-class mail, postage pre-paid, to the respective holders of the 2015 Bonds, not less than 60 days before such resignation is scheduled to take effect. Such resignation shall take effect only upon the appointment of a new escrow agent, and such new escrow agent may be appointed by the County before the time scheduled by such notice, and such new escrow agent may then take over the duties and obligations thereof.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than 51% in aggregate principal amount of the 2015 Bonds then outstanding, such instruments to be filed with the County, and notice in writing given by such holders to the County and (unless all of the bondholders have consented to such removal) published once in a newspaper of general circulation in the State of South Carolina, and by first-class mail, postage pre-paid, to the respective holders of the 2015 Bonds, not less than 60 days before such removal is to take effect as stated in such instrument or instruments.

The Escrow Agent may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Agreement with respect to the duties and obligations of the Escrow Agent, by any court of competent

jurisdiction upon the application of the County or the holders of not less than 10% in aggregate principal amount of the 2015 Bonds to be then outstanding. Such removal shall take effect only upon the appointment of a new escrow agent and such new escrow agent must be appointed by the County before the time scheduled by such notice and such new escrow agent may then take over the duties and obligations thereof.

If Regions Bank shall cease to be the Escrow Agent under this Agreement, then, upon appointment of a successor escrow agent, if requested by the County such Escrow Agent shall execute such agreements, assignments and other documents as shall be necessary to vest in such successor escrow trustee all the title, rights, duties and obligations of such Escrow Agent under this Agreement and in the Government Obligations deposited or to be deposited or received by the Escrow Agent under this Agreement, and upon acceptance by such successor escrow agent of the trusts created hereunder, all further title, rights, duties and obligations of such bank under this Agreement shall cease and determine and be discharged, saving rights or liabilities thereto accrued to or by the County or the Escrow Agent.

Any corporation or association into which the Escrow Agent may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Escrow Agent, shall be the successor of the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto.

SECTION 15. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 16. This Agreement may be amended to (a) correct language or to cure any ambiguity or defective provisions, omission, mistake or manifest error herein contained; and (b) to provide for the deposit of additional cash and for securities in the Defeasance Fund.

SECTION 17. This Agreement shall be construed under the laws of the State of South Carolina.

SECTION 18. This Agreement may be executed in several counterparts; all or any of such shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By: _____
County Administrator

REGIONS BANK, as Escrow Agent

By: _____

Its: _____

EXHIBIT A

Exhibit E

NOTICE OF ENACTMENT

On August 14, 2023, the County Council of Lancaster County (the "County Council"), the governing body of Lancaster County, South Carolina (the "County"), enacted an ordinance entitled, " AN ORDINANCE TO CONSOLIDATE THE PLEASANT VALLEY FIRE PROTECTION DISTRICT AND THE INDIAN LAND FIRE PROTECTION DISTRICT INTO A SINGLE, UNIFIED FIRE PROTECTION DISTRICT; AUTHORIZING AN AMENDMENT TO THE COUNTY'S FISCAL YEAR 2023-24 BUDGET; AND OTHER MATTERS RELATING THERETO" (the "Consolidation Ordinance").

1. The County Council is empowered pursuant to Title 4, Chapter 19 of the Code of Laws of South Carolina 1976, as amended (the "Enabling Act"), "[t]o establish, operate, and maintain a system of fire protection" within the County.

2. Pursuant to the Enabling Act and Ordinance No. 724 dated February 27, 2006 and Ordinance No. 1083 dated February 1, 2011, the County previously established the Pleasant Valley Fire Protection District (the "PV Fire District") and the Indian Land Fire Protection District (the "IL Fire District").

3. Pursuant to the Consolidation Ordinance, the County Council consolidated the PV Fire District and the IL Fire District into a single fire service area under the Enabling Act (the "Consolidation"), which as of the Effective Date (as defined in the Consolidation Ordinance) shall be reconstituted as the Indian Land Consolidated Fire Protection District (the "Indian Land Fire District").

4. As of the Effective Date, the Indian Land Fire District shall constitute a single unified fire service area in the County and shall operate within the areas described in the Consolidation Ordinance, as well other areas outside the corporate boundaries by contract (as authorized by the Enabling Act).

5. The Indian Land Fire District will be subject to existing provisions of Chapter 14, Article VI of the Lancaster County Code of Ordinances, as amended by the Consolidation Ordinance, which provides that the Indian Land Fire District will be authorized to levy *ad valorem* property taxes and levy rates within its boundaries for operation and maintenance purposes and impose rates and charges (on the basis of equivalent residential units) for operation and maintenance purposes.

6. The Indian Land Fire District shall be operated as an administrative division of the County and shall be authorized to issue general obligation bonds, payable from *ad valorem* taxes levied within the Indian Land Fire District, in order to defray the costs of providing fire protection services within the Indian Land Fire District. Additionally, and as necessary to fully implement the Consolidation, the Indian Land Fire District may issue refunding general obligation bonds or such other obligations as may be necessary.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1854
Contact Person / Sponsor: Ginny L. Merck-Dupont / County Attorney and Dennis Marstall / County Administration
Department: Administration
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Approve Ordinance 2023-1854.

Points to Consider:
On December 12. 2022, County Council passed Ordinance 2022-1832 which approved a Development Agreement for Century Communities Southeast, LLC to develop a 398-unit single-family cluster subdivision community at 500 and 516 W. Shiloh Unity Road known as "Shiloh Woods." County Council included an Agreement Date of December 12, 2022 for the commencement of the vested rights term of five (5) years but it was the intent of County Council and the Developer that the vested rights period not commence until certain prerequisite conditions included in the Development Agreement were satisfied, particularly the Developer delivering to the County clocked-in copies, with book and page numbers, of the recorded deeds conveying the property to the Developer.

The inclusion of an Agreement Date of December 12, 2022 will result in a term of vested rights that is shorter than the five (5) year statutory term provided by the South Carolina Local Government Development Agreement Act and is contrary to the original intent of County Council to vest the development project for the full statutory vesting period of five (5) years upon enactment of Ordinance 2022-1832.

This Amending Ordinance will correct the Agreement Date to allow for the date of the Agreement to be that upon which the Developer delivers clocked-in copies, with book and page numbers, of the recorded deeds conveying the subject property to the Developer.

Funding and Liability Factors:
N/A

Recommendation:
Approve Ordinance 2023-1854 allowing for an amendment of the Development Agreement date with Century Communities Southeast, LLC for the development known as "Shiloh Woods" to properly reflect County Council's intent and compliance with the South Carolina Local Government Development Agreement Act.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1854	6/9/2023	Ordinance
Ordinance 2023-1854 - Exhibit 1 - Development Agreement - Shiloh Woods	6/9/2023	Backup Material

STATE OF SOUTH CAROLINA (
(**ORDINANCE NO. 2023 - 1854**
COUNTY OF LANCASTER (

AN ORDINANCE

TO APPROVE AMENDMENT OF A DEVELOPMENT AGREEMENT BETWEEN LANCASTER COUNTY AND CENTURY COMMUNITIES SOUTHEAST, LLC, FOR THE DEVELOMENT KNOW AS "SHILOH WOODS" IN ORDER TO EFFECTUATE THE INTENT OF THE PARTIES AS TO THE EFFECTIVE DATE OF THE DEVELOPMENT AGREEMENT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Pursuant to Ordinance 2022-1832, on December 12, 2022, Century Communities Southeast, LLC, ("Developer") received approval of a Development Agreement attached hereto and incorporated herein by reference as **Exhibit "1"** to develop a 398-unit single-family cluster subdivision community upon a total of 169.86 acres of real property located at 500 and 516 W. Shiloh Unity Road (TMS#s 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02).

(b) The Development Agreement is authorized by the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 to -160, Code of Laws of South Carolina 1976, as amended (the "Act"), and satisfies the terms and conditions of the Act and is also in compliance with UDO Section 9.2.18.

(c) Lancaster County Council included an "Agreement Date" of December 12, 2022, for the commencement of the Development Agreement's vested rights term of five (5) years but it was the intent of Lancaster County Council and Developer that the vested rights period of five (5) years was not to commence until the prerequisites of Section 5.19 were satisfied. Section 5.19 provides as follows:

> **Section 5.19. When Agreement takes Effect.** This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., December 31, 2024, 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.

(d) The inclusion of an Agreement Date of December 12, 2022, will result in a term of vested rights that is shorter than the five (5) year statutory term provided for by the Act and is contrary to the original intent and desire of Lancaster County Council to vest the development project for the full statutory vesting period of five (5) years upon enactment of Ordinance 2022-1832.

(e) Developer is nearing the end of its due diligence period for property acquisition and intends to acquire the real property subject to the Development Agreement in the near future and before the December 14, 2024 termination date contemplated by Section 5.19 of the Development Agreement.

(f) Developer and Lancaster County Council wish to amend the Development Agreement to substitute a corrected "Agreement Date" as the date upon which the Developer delivers clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer.

Section 2. Approval of Amendnt to the "Agreement Date" of the Development Agreement.

The Development Agreement attached as **Exhibit "1"** shall be amended to substitute and correct as the "Agreement Date" the date upon which the Developer delivers clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer and executes the Agreement pursuant the Section 5.19 of the Agreement.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

<remainder intentionally blank, signature page follows>

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER, SOUTH CAROLINA

_____
Brian Carnes, Vice Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	June 12, 2023
Second Reading:	June 26, 2023
Third Reading:	July 17, 2023
Public Hearing:	July 17, 2023

Approved as to form:

_____
Virginia L. Merck-Dupont, County Attorney

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

STATE OF SOUTH CAROLINA	)	**DEVELOPMENT AGREEMENT**
	)	
COUNTY OF LANCASTER	)	**CENTURY COMMUNITIES SOUTHEAST LLC**

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 12th day of December 2022 ("Agreement Date"), by and between **Century Communities Southeast, LLC**, a North Carolina limited liability company ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 169.93 acres, more or less, located in the County and known as the **SHILOH WOODS** development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that Tax Parcel Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property, be rezoned to Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District.

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish

the statutory aims of comprehensive, orderly planning and development within the County, thus providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means December 12 2022.

(3) "Comprehensive Plan" means the master plan for the County and the official map adopted pursuant to S.C: Code §§ 6-29-510 through 6-29-530, inclusive, as amended from time to time, including the Lancaster County Comprehensive Plan adopted December 14, 2014 and updated and amended on July 20, 2020, and further updated by adoption of the Southern Panhandle Small Area plan by Ordinance No. 2021-1704 on February 8, 2021 and by adoption of the Small Area Plan Extension by Ordinance No. 2021-1758 on September 13, 2021.

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

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

(6) "Developer" means Century Communities Southeast, LLC, a Colorado limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

(10) "Ordinance No. 2022-1822" means Ordinance No. 2022-1822 of the County, zoning Tax Parcel Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property, to CSO Medium Density Residential (CSO MDR) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2022- 1832" means Ordinance No. 2022- 1832of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to four (4) parcels of land identified as Tax Map Nos. 0049-00-004.13, 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. Three (3) parcels, including Tax Map Nos. 0049-00-004.16, 0049-00-005.01 and 0049-00-005.02, comprising the Property are currently zoned Low Density Residential (LDR) District and all are anticipated to be rezoned Medium Density Residential

(MDR) District pursuant to Ordinance No. 2022-1822. Parcel 0049-00-004.13 is currently zoned Medium Density Residential (MDR) District. All properties are anticipated to be rezoned Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District pursuant to Ordinance No. 2022-1822.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property is up to 398 single family detached dwelling units and 169.93 acres and is set forth in Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2022- 1832 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- 1832 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 159 acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, including the Master Development Plan described in Section 1.06(B), the UDO, and the other Laws and Land Development Regulations. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-5 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2022- 1822, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development

standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

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

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

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E5, except as expressly provided otherwise in this Agreement.

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

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or

hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence and is the end user and not the developer thereof or who is the owner or lessee of an individual lot, who is not a developer and

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Payment for School District. Developer will pay County Five Hundred and No/100 Dollars ($500.00) per housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01C. Funds for Parks and Recreation. On July 21, 2021, the County adopted an ordinance establishing development impact fees for facility improvements Parks and Recreation (Ordinance No. 2021-1725) which impact fees was implemented as of October 1, 2021 and shall apply to the Property. County and Developer agree that no additional Parks and Recreation funds are required pursuant to this Agreement because the County Parks and Recreation Impact Fees already address the impact that the development of the property will have on Parks and Recreation facilities.

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

Section 4.01E. Solid Waste Fees. Developer agrees to pay County Five Hundred Dollars ($500.00) per housing unit which shall be paid when a building permit is issued (the "Solid Waste Fund Payment"). Upon receipt of the Solid Waste Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Solid Waste Fund Payment must be used for solid waste services in Lancaster County and restricted to the Greater Lancaster area. The determination of the specific use of the Solid Waste Fund Payment is at the discretion of County Council.

Section 4.01F. Library Fees. Developer agrees to pay County Two Hundred Fifty Dollars ($250.00) per housing unit which shall be paid when a building permit is issued (the "Library Fund Payment"). Upon receipt of the Library Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Library Fund Payment must be used for library services in Lancaster County and restricted to the Greater Lancaster area. The determination of the specific use of the Library Fund Payment is at the discretion of County Council.

Section 4.01G. Agreement for Use of Community Facilities as Voting Locations. Developer agrees to allow the County use of community facilities (e.g., clubhouse/pool house/meeting hall, etc.) as locations for voting polls during elections. Developer agrees the County will have access to such community facilities as is necessary and convenient for County to set up the polling stations and to breakdown/clean up the area once voting is complete and the use of such facilities will be complementary and without cost to the County. Liability arising from or incidental to the County's use of the facilities, only if arising from acts or omission of Lancaster County, shall be limited by the South Carolina Tort Claims Act.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than Developer's purchase of the Property, as evidenced per Section 5.19(ii), herein, 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 Riverside Fire Department service area and fire services will be provided by the Riverside Fire Department, or its successor entities. Developer acknowledges that the Riverside Fire Department provides services using volunteers.

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

ARTICLE V

MISCELLANEOUS

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

To the County: County of Lancaster
Attn: County Administrator
101 N. Main St. (29720)

P.O. Box 1809 (29721)
Lancaster, SC

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

And to Developer: Century Communities Southeast, LLC
Attn: Ken Rabel, Division President
7401 Carmel Executive Park Drive, Suite 310
Charlotte, NC 28226

With a Copy to: Century Communities Southeast, LLC
Attn: Andrew Rouzer, Vice President
7401 Carmel Executive Park Drive, Suite 310
Charlotte, NC 28226

Section 5.02. Amendments.

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

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

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

(D) Anything to the contrary contained herein notwithstanding, in the event Developer or its successors or assigns elects not to or otherwise does not acquire the Property at any time, Developer may so notify the County in writing and upon such notification and written request by Developer to terminate this Agreement, this Agreement shall terminate and Developer shall not be

considered in breach of this Agreement and the parties shall have no further obligations to one another.

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

municipality or the annexing municipality for the administration and enforcement of this Agreement after the date of incorporation or annexation.

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., December 31, 2024, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

_____

By:_____
Name: _____
Title: _____

_____

STATE OF _____)
) ACKNOWLEDGMENT
COUNTY OF _____)

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

WITNESS my hand and seal this ___day of _____ 2022.

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

WITNESSES:

Donna M. Greene

John P. Baker

Donna M. Greene

John P. Baker

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: Brian Carnes
Brian Carnes, Vice-Chair, County Council

Date: December 12, 2022

By: B Mosteller
Billy Mosteller, Secretary, County Council

Date: December 12, 2022

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, Sherrie M. Simpson, a Notary Public for the State of South Carolina, do hereby certify that Lancaster County, by Brian Carnes, its Vice-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 12th day of December 2022.

Sherrie M. Simpson (SEAL)
Notary Public for State of South Carolina
My commission expires: 02-27-2027
Print Name: Sherrie M. Simpson

Exhibit A

PARCEL 1

"All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing one hundred (100) acres, more or less, and being shown and described on plat of survey made by Precision Surveying, Inc., dated November 13, 2000, entitled "SURVEYED FOR H & W INVESTMENTS" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2001-39, TOGETHER WITH that certain non-exclusive perpetual easement and right of way, the grant and terms and conditions of which are set forth in the Easement Agreement entered into between Barbara Williamson Paul, Howard Knox Williamson III and H & W Investments, dated January 18, 2001, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2001-39. Reference to said plat is craved for a more minute description."

"All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing fifty (50) acres, more or less, and being shown and described on plat of survey made by Precision Surveying, Inc., dated April 29, 2003, entitled "SURVEYED FOR WILLIAM L. HARPER & MICHAEL G. WILLIAMS" and
recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 2003-374, TOGETHER WITH that certain non-exclusive perpetual easement and right of way, the grant and terms and conditions of which are set forth in the Easement Agreement entered into between Barbara Williamson Paul, Howard Knox Williamson III, William L. Harper and Michael G. Williams, dated June , 2003 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Deed Book 203, page 263. Reference to said plat is craved for a more minute description."

PARCEL 2:

"All that certain piece, parcel or lot of land, lying, being and situate in Lancaster County, South Carolina, lying to the north of Shiloh-Unity Road, containing three and fifty-four hundredths (3.54) acres, more or less, and being shown, described and designated as "Lot 6" on plat of survey entitled "Plat of Boundary and Closing Survey Surveyed for Barbara W. Paul", made by Precision Surveying, Inc., dated October 10, 2009 and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2010, page 341. Reference to said plat is craved for a more minute description."

PARCEL 3:

"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, on the North side of South Carolina Road S-29-28, known as Shiloh-Unity Road, containing sixteen and thirty-nine hundredths (16.39) acres, more or

less, and being shown and described on plat survey made by Wm. Charles Hendley, Jr. Land Surveying, dated November 6, 1993, entitled "BOUNDARY SURVEY FOR RANDALL P. VAUGHN PAMELA VAUGHN" and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as Plat Number 16168, reference to said plat is craved for a more minute description."

PARCEL 4:

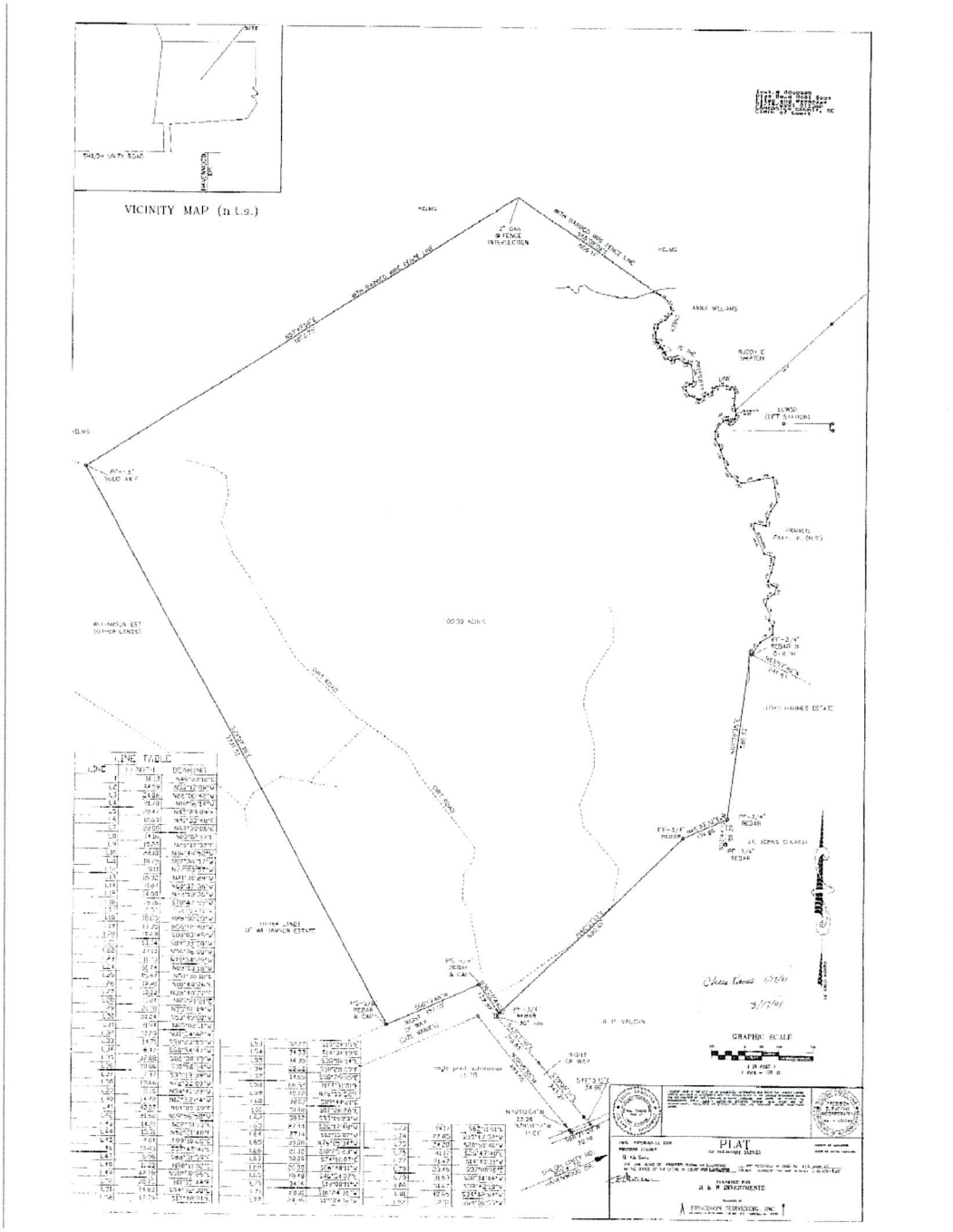
"All that certain piece, parcel or tract of land, lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, fronting on the north side of West Shiloh Unity Road (Highway S-20-28) for a distance of 32.32 feet, containing 2.01 acres, being shown, described and designated on a plat of survey entitled "Boundary Survey for Ryan Pascal Vaughn and Emilee Bailey Vaughn" dated February 22, 2019 made by William Charles Hendley, Jr. Land Surveying and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina in Plat Book 2019 page 127, which plat is incorporated herein and by reference made a part hereof.

Being a portion of the property conveyed to Randall P. Vaughn and Pamela P. Vaughn by Deed of Dora Tucker Jones, et al. recorded December 19, 1995 in Deed Book P-13 Page 46, Office of the Register of Deeds for Lancaster County, South Carolina.

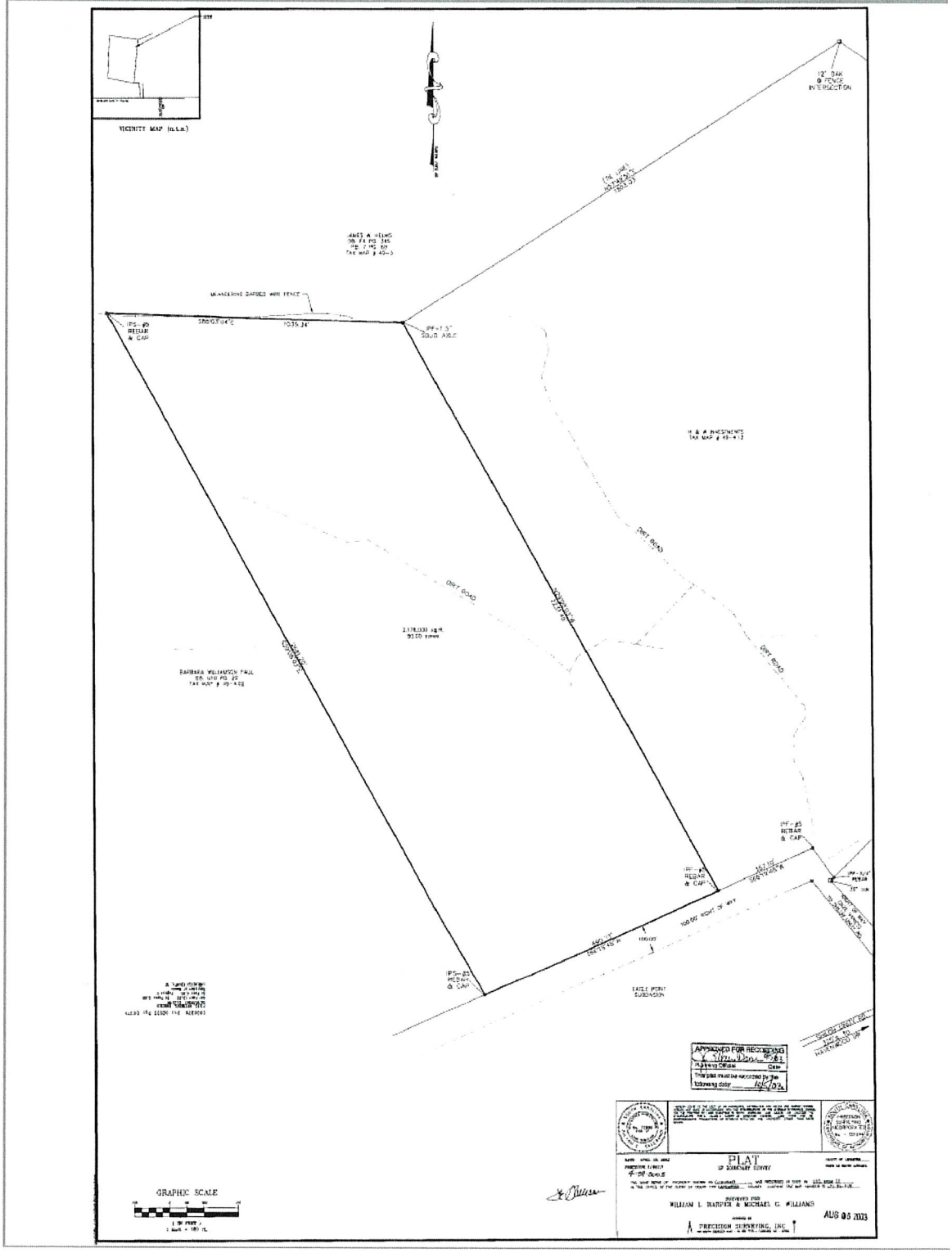
Exhibit A-2

Plat(s)

PARCEL 1 PLAT

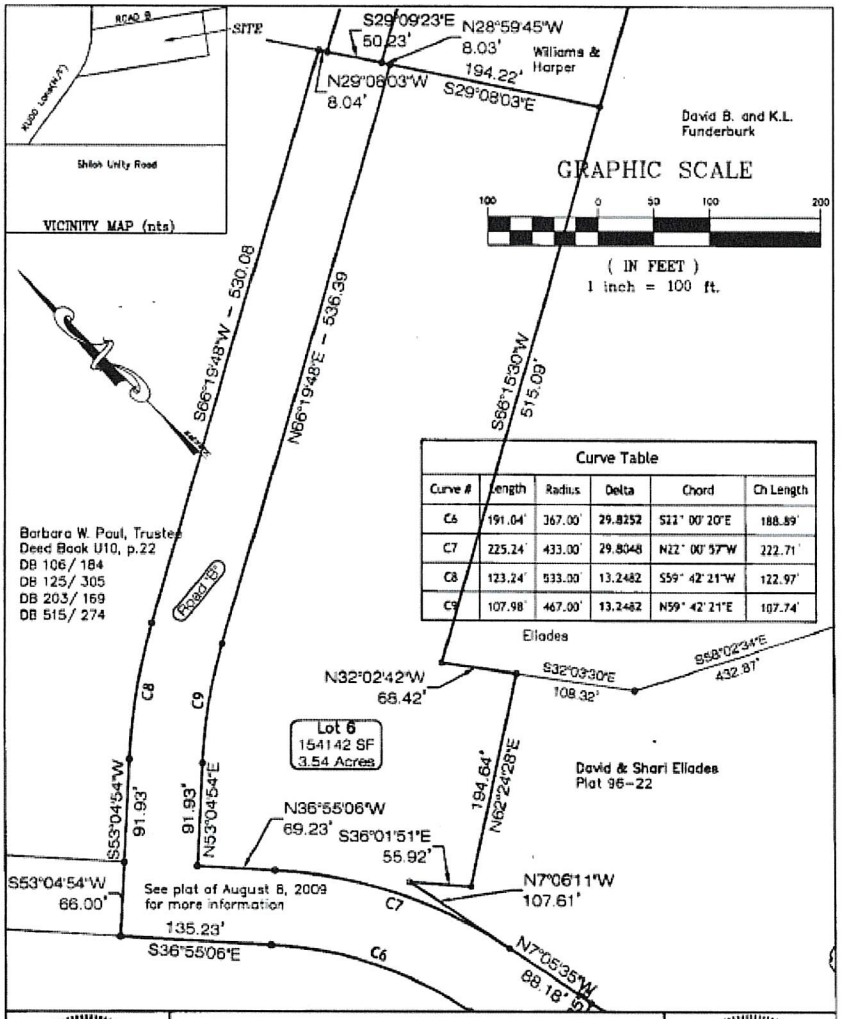


PARCEL 1 PLAT (CONTINUED)

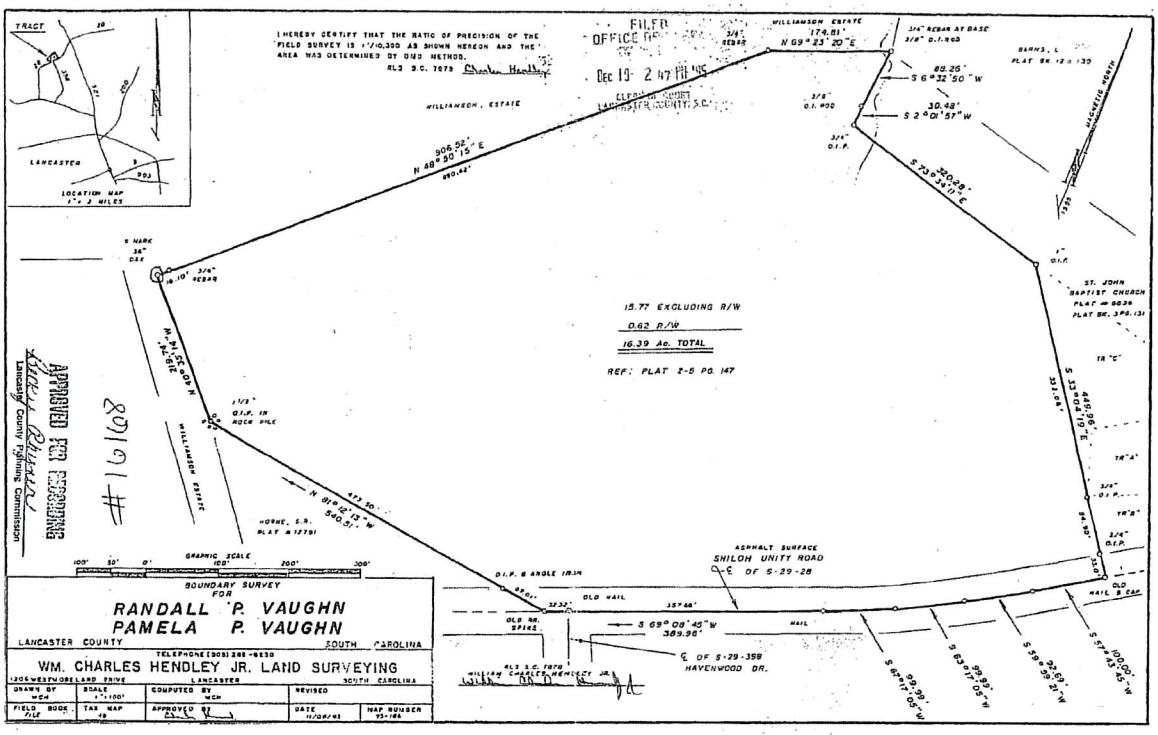


PARCEL 2 PLAT

Book 2010 Page 341



PARCEL 3 PLAT



PARCEL 4 PLAT

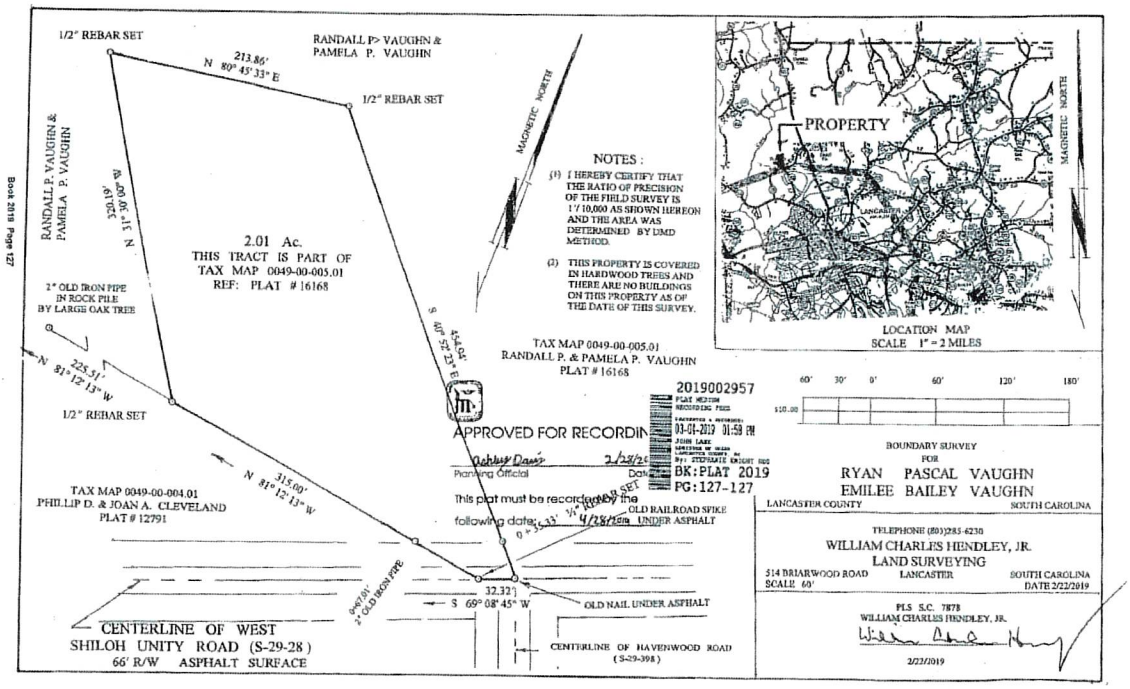


Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District*: The Property, once rezoned, will be located in the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses*: The Property shall be permitted to be developed with all uses permitted within the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Cluster Subdivision Overlay Medium Density Residential (CSO MDR) District as set forth in the UDO.
5. *Design Review and Approval*. Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
   a. Offsite Improvements:
      i. Traffic Impact Analysis (TIA): Provided by Developer and prepared by Ramey Kemp dated December 6, 2022.
      ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have required offsite improvements at this time.
         a. Construct an eastbound W Shiloh Unity Road left turn lane onto Highway 521 with 250 feet of storage and appropriate taper length.
         b. U.S. 521 and University Drive/Old Charlotte Road - Developer to pay Lancaster County Sixty-Five Thousand Four Hundred Forty-Five and 35/100 Dollars ($65,445.35) to pay a proportionate share of improvements to intersection of US 521 and University Drive. Payment shall be made within thirty days of Developer's purchase of the Property, as evidenced per Section 5.19(ii), herein.
         c. University Drive and Hubbard Drive - If there is a delay in the construction of Lancaster Landing development project or if that development falls through, resulting in Shiloh Woods being constructed first, then Shiloh Woods will be responsible for the northbound and southbound left turn lanes required at this intersection.
   b. Onsite Improvements:
      i. South Carolina Department of Transportation and the County have accepted the TIA as submitted.

a. Construct Access A with one ingress and one egress lane (shared left-right lane).
b. Construct Access B with one ingress and one egress lane (shared left-right lane).

ii. *Internal Streets/ROW*: All internal streets shall be privately maintained. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and as-built surveys of all constructed roads shall also be required.

iii. *Traffic Calming:* None required

iv. *Walkway Connections:* None required.

v. *Overflow Neighborhood Parking:* None required.

7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties (first phase Shiloh Commons Pump Station and all subsequent phases plus the first phase to Roselyn Pump Station once operational) and will install a gravity line on the Property to connect to serve the Property, which will be dedicated to the Lancaster County Water and Sewer District.

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

   a. Minor Modifications: "Minor Modifications" are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.

   b. Moderate Modifications: "Moderate Modifications" are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.

   c. Major Modifications: "Major Modifications" are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1

Conceptual Site Plan

[Attached]

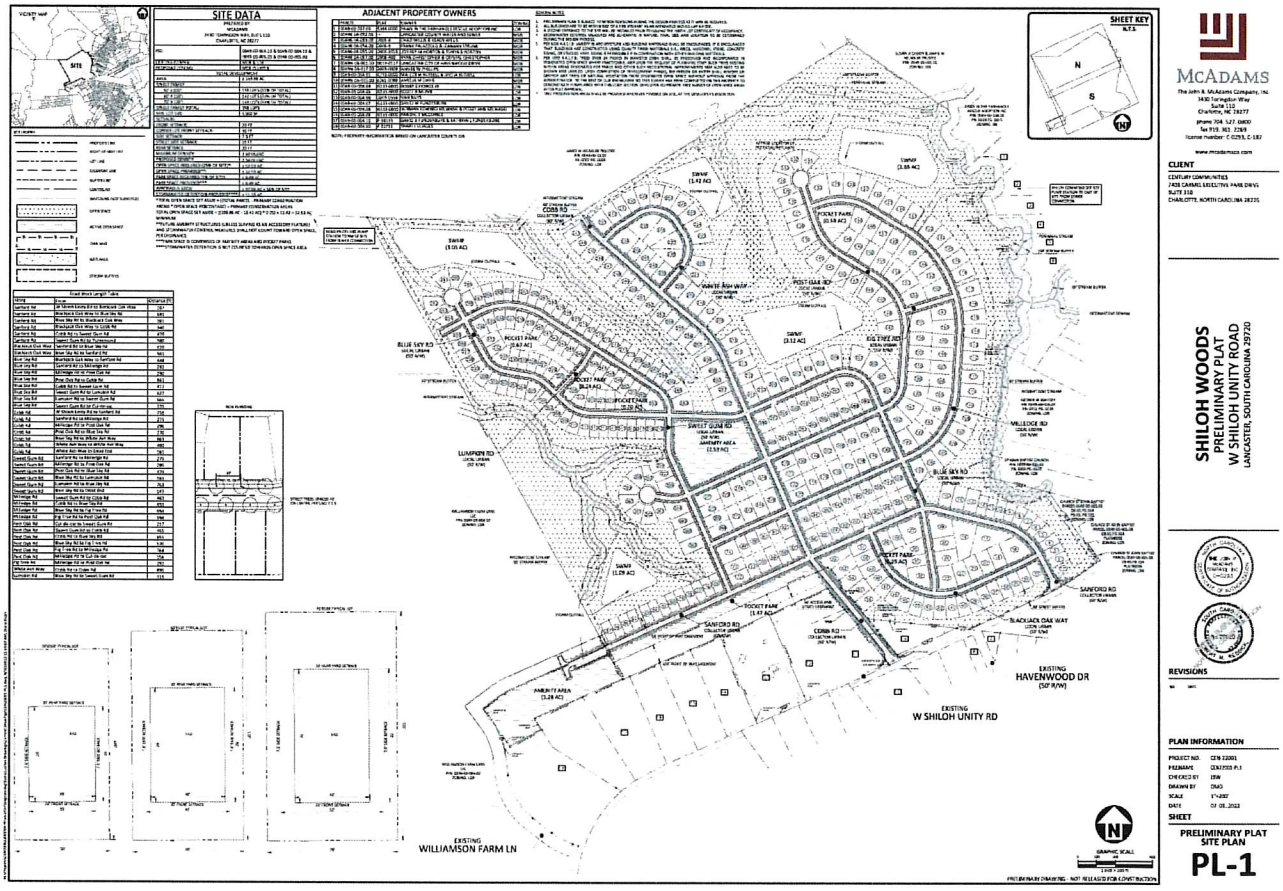


Exhibit C

Development Schedule

Years	Residential
1	133 units
2	133 units
3	132 units
Total	398 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 398 residential units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) William L Harper and Cane Mill Associates of Elgin, LP, (ii) Randall P Vaughn and Pamela P Vaughn and (iii) Ryan Pascal Vaughn and Emilee Bailey Vaughn are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

conditions, terms or restrictions. See Section 3.04I) *a finding that the development permitted or proposed is consistent, or will be consistent by the time of execution of the agreement, with the County's comprehensive plan and land development regulations.* See Section 2.01(A).

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

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

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

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

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

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

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

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

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

(S) *a provision that if the developer requests an amendment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified by the council*

if the developer is able to demonstrate and establish that there is good cause to modify those dates. See Sections 1.07 and 5.02.

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2022-1822 zoning properties subject to the Development Agreement to Cluster Subdivision Overly Medium Density Residential (CSO MDR) District attached hereto as Exhibit-1.
2. Ordinance No. 2022- 1832, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit E-1

Ordinance No. 2022- 1822

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022- 1832

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[The UDO, updated to the effective date of the Ordinance 2022- 1832, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-5

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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1852 / Planning Case Number: RZ-2022-0344
Contact Person / Sponsor: M. Blaszyk / Planning
Department: Planning
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Application by C4 OP Owner LLC to rezone approximately 28.01 acres at and adjacent to 8918 Charlotte Highway (TM # 0010-00-029.00) from Light Industrial (LI) to Regional Business (RB) district, in order to develop a retail facility with ancillary gas station.

Points to Consider:
In the interest of brevity, the attached copy of the Ordinance/Development Agreement does not include all exhibits, only those relevant to this action. The full document is available upon request, and is filed at the Register of Deeds.

The rezoning is proposing to rezone a 28.01 acre site from Light Industrial (LI) to Regional Business (RB). This land was set aside from a nearby mixed uses project called The Exchange.

The Exchange has as associated Development Agreement that categorized this 28.01-acre parcel of land be categorized as "Economic Development Property". According to the Development Agreement, this land must remain zoned Light Industrial and have additional use restrictions unless the County and developer agree on a new zoning district. This must be a written document that is signed by the County and developer. This document has not be achieved yet but we believe that it is achievable before Third Reading of County Council.

Funding and Liability Factors:
N/A

Recommendation:
The rezoning was recommended approval at the May Planning Commission meeting with a vote of 5-1. There was a discussion regarding the change in land use from Light Industrial to Regional Business.

Staff also recommends approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1852	6/6/2023	Ordinance
Staff Report	5/10/2023	Planning Staff Report
Application	4/4/2023	Exhibit
Location Map	5/4/2023	Exhibit
The Exchange DA (Ord 2021-1773)	5/10/2023	Ordinance
The Exchange CC&R	5/8/2023	Exhibit
Agreement Letter regarding Rezoning	7/14/2023	Letter

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2023-1852

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 28.01 ACRES (TM# 0010-00-029.00) LOCATED AT 8918 CHARLOTTE HIGHWAY, INDIAN LAND, FROM LIGHT INDUSTRIAL (LI) DISTRICT TO REGIONAL BUSINESS (RB) DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) C4 OP Owner LLC, represented by Yates Dunaway of Crosland LLC, applied to rezone a parcel of property (TM# 0010-00-029.29) owned by C4 OP Owner LLC, totaling 28.01 acres, more or less, located at 8918 Charlotte Highway, Indian Land, from Light Industrial (LI) District to Regional Business (RB) District.

(b) On May 16, 2023, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by 5-1 vote, recommended approval of the rezoning request.

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

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Light Industrial (LI) District to Regional Business (RB) District, for the following property as identified by tax map numbers or other appropriate identifiers:

- Tax Map No. (0010-00-029.00)
- Also identified as "Parcel B" and "Economic Development Property" in Section 4.01.F of Development Agreement Ordinance 2021-1773
- Also identified as "Lot 1" in the *Declaration of Covenants, Restrictions, and Easements for The Exchange at Indian Land* recorded on October 19, 2022 at Deed Book 1599, Pages 45-104

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	June 12, 2023
Public Hearing:	June 12, 2023
Second Reading:	June 26, 2023
Third Reading:	July 17, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to rezone 28.01 acres of property, known as "Lot 1," "Parcel B," or "Economic Development Property" in various documents and plans
PROPERTY LOCATION:	8918 Charlotte Highway/ U.S. 521 (TM # 0010-00-029.00)
CURRENT ZONING DISTRICT:	Light Industrial (LI) District
PROPOSED ZONING DISTRICT:	Regional Business (RB) District
APPLICANT:	Yates Dunaway, Crosland LLC on behalf of C4 OP Owner LLC
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Sign posted 4/27/2023 at 8918 Charlotte Hwy Hearing notice published 4/29/2023 in The Lancaster News Mailed notices 4/27/2023 Posted agenda in lobby 5/10/2023

OVERVIEW

Proposal

The applicant has requested to rezone a parcel 28.01 acres in size from Light Industrial (LI) to Regional Business (RB). The intent is to develop the property to construct a retail warehouse (Costco) and ancillary gas station. If approved, the accessory gas station would not need to go through the Conditional Use process since the use is permitted with review under the RB zoning district classification.

Site Information

The parcel proposed to be rezoned is currently zoned Light Industrial and located off U.S. 521, across from Hanover Drive and North of Crossridge Campus and McClancy Seasoning.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by Regional Business, Mixed Use, and Light Industrial zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MX	Undeveloped Land
South	Lancaster County	LI/RB	McClancy Seasoning and Crossridge
East	Lancaster County	NB/UR	Undeveloped Parcel and Townhome Development
West	Lancaster County	MX	Undeveloped Land

PARCEL HISTORY

The parcel that is proposed to be rezoned is a 28-acre site located within a larger project called "The Exchange". (The site has been referred to as "Parcel B" and "Lot 1" in various documents related to the project.) The Exchange is a 130-acre Mixed-Use Project that was approved by Ordinance 2021-1773 in October 2021. The plan incorporates several different uses, including multifamily apartments, townhomes and commercial. Prior to being rezoned to Mixed Use, the land was zoned Light Industrial (LI). The proposed Costco would be located in the front of the development along U.S. 521.

The parcel is also part of the original Exchange Development Agreement (DA) (Ordinance 2021-1773). The DA originally called for all 130 acres of the site being rezoned from LI to MX. After discussion with the County, it was decided that the developer would leave 28 acres of the site zoned Light Industrial to be categorized as "economic development property," due to Council's concern over dwindling industrial property options for future economic development projects.

The Development Agreement stated that a series of uses that would normally be allowed in the LI zoning district would be restricted in the economic development property. One of these restricted uses includes the "Vehicle Services - Minor Maintenance/Repair". These include services such as gas stations and tire shops. An ancillary gas station is proposed on the Costco Site Plan and a tire shop within their building footprint (allowable uses under the Regional Business Zoning District). The DA states that this area can be rezoned if the County and Developer agree to adopt a different zoning classification. Below is the full excerpt to this section of the DA to provide further context (emphasis and paragraph breaks added for clarity):

> **Section 4.01 F. Economic Development Property.** *In consideration of the County's approvals of the Developer's rezoning and MX Master Development Plan applications and the County's issuance of the development approvals as identified in Section 3.04, the Developer agrees to acquire Parcel B identified in Exhibit A-2 hereto, comprising approximately 28 acres ("Economic Development Property"). Developer agrees to acquire title to the Economic Development Property within ninety (90) days after it acquires title to the Property as called for in Section 5.19.* ***County and Developer agree that the Economic Development Property shall remain zoned Light industrial District ("LI") under the UDO unless the County and Developer agree to adopt a different zoning classification.***
>
> *Within ninety (90) days after Developer acquires title to the Economic Development Property and before Developer conveys any part of the Economic Development Property to another party, Developer agrees to record Covenants, Conditions and Restrictions (CCR's) with the Lancaster County Register of Deeds so as to preclude certain uses on the Economic Development Property that are otherwise allowed in the LI District. The form of the CCR s applicable to the Economic Development Property are attached hereto as Exhibit F and are subject to change by the attorneys for the County and Developer as to matters of form and recording only.*
>
> *After execution and recording, the CCR's applicable to the Economic Development Property may not be changed without the consent of the County and Developer. Changes agreed to by the County and the Developer to the zoning or the CCR's applicable to the Economic Development Property shall not require amendment of this Agreement.*

In the time since the Development Agreement was signed in 2021, CCRs were drafted and recorded for The Exchange and were applied to all properties in the project, including the subject parcel. The CCRs recorded in October 2022 seek to establish a right to install, in particular, a "Target, Costco, Sam's Club, or BJ's". This report will refer to the CCRs established with the Development Agreement as "CCR 1," and the CCRs recorded with the property as "CCR 2."

ANALYSIS & FINDINGS

Current Zoning District - LI

Pursuant to UDO Chapter 2.3, the Light Industrial District "*… for activities that can be operated in a relatively clean and quiet manner, and which will not be obnoxious to adjacent residential or business districts. This includes warehousing and wholesaling activities with limited contact with the general public. It is designed to prohibit most heavy industry, which should be properly segregated, and to prohibit any other use which would substantially interfere with the development of industrial establishments in the district. Limited opportunities for retail sales and services are also provided*." The list of uses in the LI district includes Wholesaling and Distribution (*not including establishments selling to the public*) and does not include General Commercial (*selling goods to the public that are available for immediate purchase*).

Requested District - RB

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

Compatibility with Surrounding Area

The subject property is predominately surrounded by Regional Business, Mixed Use, and Light Industrial Zoning Districts. The surrounding uses are primarily Commercial and Mixed Use.

RELATIONSHIP TO THE DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANTS

Development Agreement (DA):

- Was adopted October 25, 2021 and is still active.
- Allows for 105,000 sq. ft of nonresidential development (Section 1.a.), which would include Costco and any other potential commercial uses.
- Is the document that prevails if there is a conflict between the DA and the UDO.
- Addresses the subject parcel as "Economic Development Property," and requires the property to remain zoned LI unless the County and Developer agree in writing to adopt a different zoning classification (Section 4.01F).
- Requires the developer to adopt Covenants, Conditions and Restrictions (CCRs) to cover the 28-acre tract, to preclude certain uses from the Economic Development Property (Section 4.01F).
- Has a severability clause that keeps the remainder of the DA in effect if one section is held invalid.

Covenants, Conditions and Restrictions (CCRs):

CCR 1, recorded with the DA in Oct 2021:

- *1.1 Development of the Economic Development Property shall be limited to uses permitted (whether permitted by right, permitted with review, permitted upon conditional use approval, or permitted by special exception) within the Lancaster County Unified Development Ordinance's (UDO) Light Industrial (LI) District only, which uses are described [in an exhibit].*

CCR 2, recorded separately in Oct 2022:

- *6.6 Rezoning. No Owner shall rezone its portion of the Property or obtain any zoning variance or waiver without the prior written consent of Declarant, so long as Declarant shall own any portion of the Property, and thereafter, without the prior written consent of the Board of Directors; provided, however,* ***Lot 1 may be rezoned without further approval hereunder.***
- *Exhibit H, Grocery Restriction: …**nothing herein [in Exhibit H] shall prevent a Target, Costco, Sam's Club or BJ's (a "Permitted Retail User") from operating on Lot 1 only**, provided such Permitted Retail User is occupying more than 25,000 square feet and is not operating exclusively as a grocery store.*

RELATIONSHIP TO PUBLIC PLANS

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

The Neighborhood Mixed-Use Future Land Use Category covers the upper half of the Panhandle, terminating at Waxhaw Highway (Route 75). The Neighborhood Mixed Use Future Land Use Category and Walkable Neighborhood Community Type are intended to be compatible with the existing suburban character of the area.

The requested RB District is consistent with the Neighborhood Mixed Use Future Land Use Category.

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

The parcel also falls under one of the County's Specialty Centers, specifically a Pedestrian Center. The Pedestrian Center corresponds to the Community Type of Walkable Activity Center. The adopted Comprehensive Plan states that The Community Type "Walkable Activity Center" is synonymous with the Place Type "Mixed-Use Activity Center." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of uses organized around a network of walkable streets, and it is supported by transit options. The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The three Pedestrian Specialty Centers are located at the intersections of Fort Mill Highway and 521, between 521 and Henry Harris Road (North of Crossridge and South of Thousand Oaks Road), and North of Shelley Mullis Road and South of Cross Ridge. The Pedestrian Specialty Centers and Walkable Activity Center Community Type are, by default, intended to be compatible with the existing character of the area.

The requested RB District is consistent with the Pedestrian Specialty Centers Category.

Walkable Activity Center: Land Use Considerations		
Condominium / Apartment	Professional Office	Movie Theatre
Live/Work Unit	Government Building	Pocket Park
Community-wide Commercial	Church/School	Farmers' Market
Restaurant	Library	

In addition, alongside Smart Growth principles and planning best practices, the Comprehensive Plan encourages business growth to create "a strong, diverse economy that supports a wide variety of businesses and enterprise."

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is required if a use generates greater than 50 peak hour trips, and the proposed store and accessory gas station meets the requirement for a TIA. From the initial TIA Scoping review, the County's Engineer does not agree with the need for a traffic light and median crossover with the existing Hanover Subdivision. This proposed signal would leave only a quarter of a mile between an existing signal south and a proposed signal north at Possum Hollow Road. Further analysis will take place throughout the Planning Process.

Public Utilities

The site has water and sewer access provided by the Lancaster County Water and Sewer District.

Public Schools

While there are concerns about capacity in the Indian Land schools, this project will not directly affect it.

STATE CODE REGARDING RESTRICTIVE COVENANTS

SECTION 6-29-1145. Determining existence of restrictive covenant; effect.

(A) In an application for a permit, the local planning agency must inquire in the application or by written instructions to an applicant whether the tract or parcel of land is restricted by any recorded covenant that is contrary to, conflicts with, or prohibits the permitted activity.

(B) If a local planning agency has actual notice of a restrictive covenant on a tract or parcel of land that is contrary to, conflicts with, or prohibits the permitted activity:

(1) in the application for the permit;

(2) from materials or information submitted by the person or persons requesting the permit; or

(3) from any other source including, but not limited to, other property holders,

the local planning agency must not issue the permit unless the local planning agency receives confirmation from the applicant that the restrictive covenant has been released for the tract or parcel of land by action of the appropriate authority or property holders or by court order.

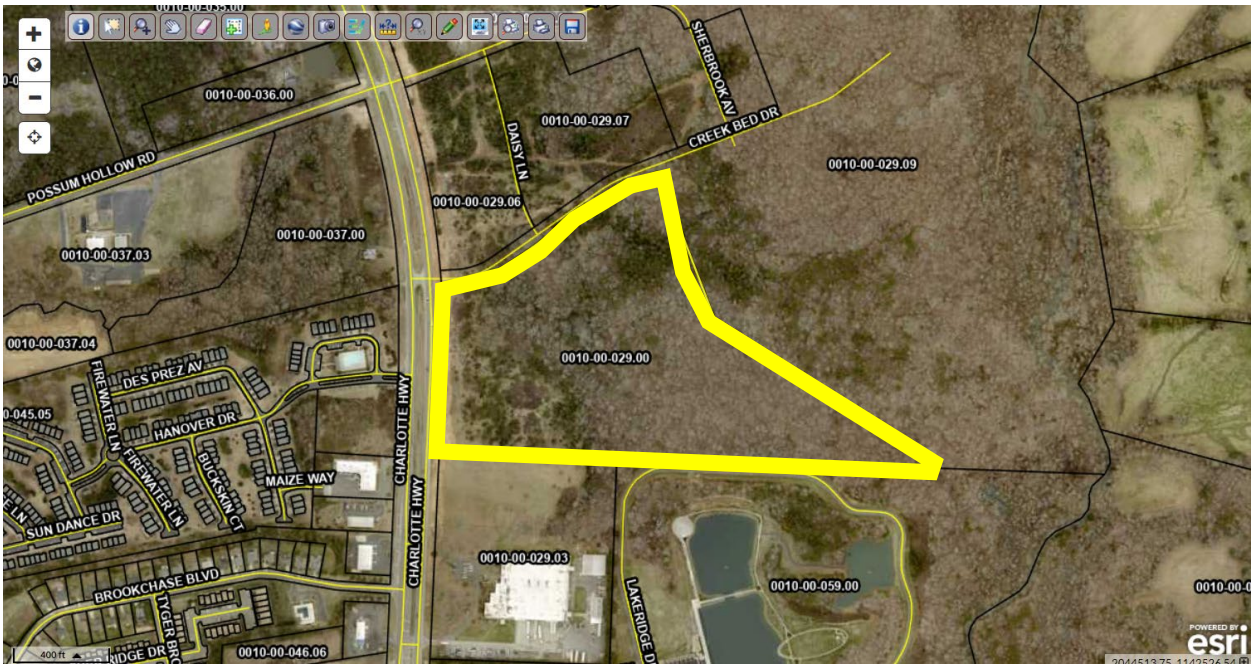
(C) As used in this section:

(1) "actual notice" is not constructive notice of documents filed in local offices concerning the property, and does not require the local planning agency to conduct searches in any records offices for filed restrictive covenants;

(2) "permit" does not mean an authorization to build or place a structure on a tract or parcel of land; and

(3) "restrictive covenant" does not mean a restriction concerning a type of structure that may be built or placed on a tract or parcel of land.

MAP AND PHOTOS OF PROJECT AREA:



An ariel view of the subject property is visible above.

Facing subject parcel

Facing North on 521

Facing South on 521

PLANNING STAFF COMMENTS:

- Staff is not opposed to commercial growth in the area, including the subject parcel. Commercial growth helps the community by providing jobs for the residents and increases the tax base, which provides funds that the County may use to improve the area.
- Staff is not opposed to the subject parcel project, and is working to ensure a clear path forward by addressing potential issues and conflicts in the regulatory documents.
- Staff notes that the issues regarding the Development Agreement and Covenants, Conditions and Restrictions are administrative issues that may be addressed as this petition moves forward to the County Council.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. The Exchange DA (Ordinance 2021-1773)
4. The Exchange CC & R

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 8918 Charlotte Hwy
City Indian Land State SC Zip 29707 Tax Parcel ID 0010-00-029.00
Current Zoning LI Current Use Vacant land
Proposed Zoning RB Total Acres 28.01
Project Description A retail warehouse and ancillary gas station

Surrounding Property Description Mixed-use to the north, and general business to the south

CONTACT INFORMATION

Applicant Name Yates Dunaway
Address 801 East Blvd
City Charlotte State NC Zip 28203 Phone
Fax Email ydunaway@csere.com
Property Owner Name C4 OP Owner LLC
Address 801 East Blvd
City Charlotte State NC Zip 28203 Phone
Fax Email ydunaway@csere.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.

Yate Dunaway — 3-25-23

Applicant — Date

Yate Dunaway — 3-25-23

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**

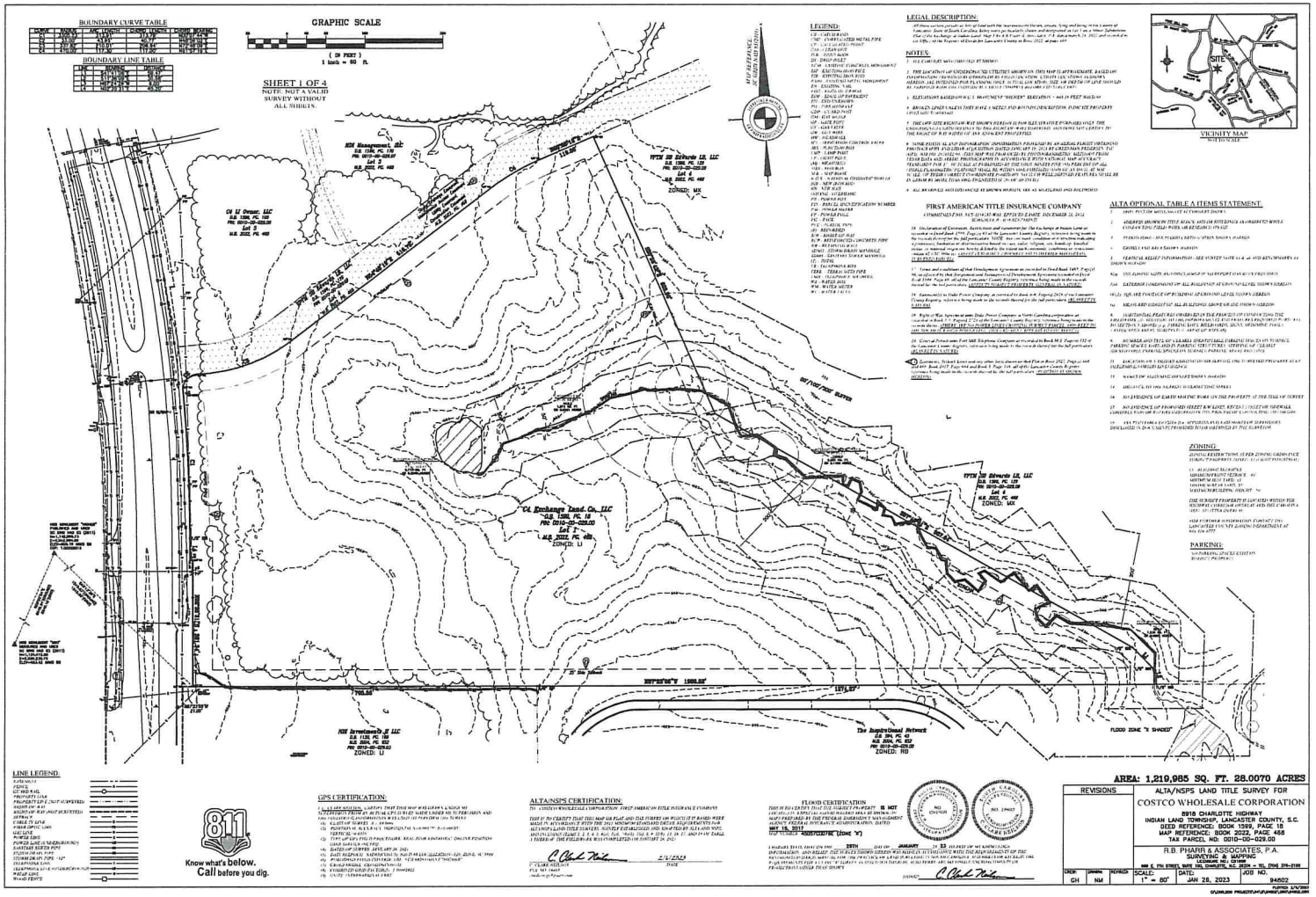
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

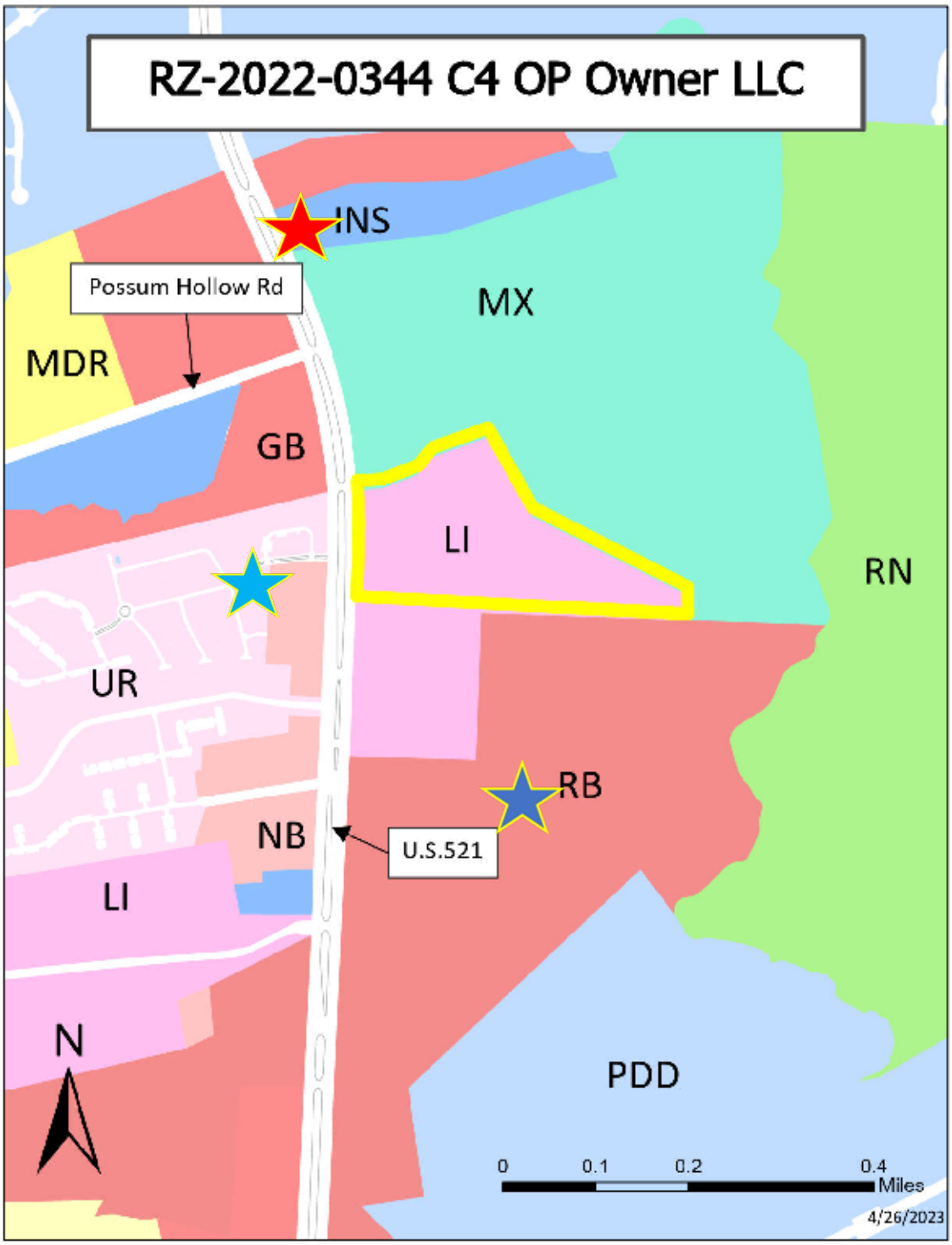
2. **Planning Commission**

- 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.


BOUNDARY CURVE TABLE
BOUNDARY LINE TABLE
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SHEET 1 OF 4
NOTE: NOT A VALID SURVEY WITHOUT ALL SHEETS.
LEGEND:
LEGAL DESCRIPTION:
NOTES:
FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA OPTIONAL TABLE A ITEMS STATEMENT:
VICINITY MAP
NOT TO SCALE
SITE
ZONING:
PARKING:
FLOOD ZONE "X SHADED"
FLOOD ZONE "A"
BEGINNING
N/F Management, LP
D.B. 1356, PG. 130
PIN: 0010-00-029.07
Lot 3
M.B. 2022, PG. 468
CH LI Owner, LLC
D.B. 1356, PG. 105
PIN: 0010-00-029.08
Lot 5
M.B. 2022, PG. 468
TYTH 100 Edwards Ltd, LLC
D.B. 1356, PG. 122
PIN: 0010-00-029.09
Lot 4
M.B. 2022, PG. 468
ZONED: MX
CH Embassy Lead Co., LLC
D.B. 1356, PG. 18
PIN: 0010-00-029.00
Lot 2
M.B. 2022, PG. 468
ZONED: LI
NSB Investments, LP, LLC
D.B. 1356, PG. 150
PIN: 0010-00-029.01
ZONED: LI
The Inspirational Retreat
D.B. 304, PG. 43
M.B. 2004, PG. 830
PIN: 0010-00-029.03
ZONED: RD
LINE LEGEND:
GPS CERTIFICATION:
ALTA/NSPS CERTIFICATION:
FLOOD CERTIFICATION
Know what's below. Call before you dig.
AREA: 1,219,985 SQ. FT. 28.0070 ACRES
REVISIONS
ALTA/NSPS LAND TITLE SURVEY FOR
COSTCO WHOLESALE CORPORATION
6918 CHARLOTTE HIGHWAY
INDIAN LAND TOWNSHIP, LANCASTER COUNTY, S.C.
DEED REFERENCE: BOOK 1569, PAGE 18
MAP REFERENCE: BOOK 2022, PAGE 468
TAX PARCEL NO: 0010-00-029.00
R.B. PHARR & ASSOCIATES, P.A.
SURVEYING & MAPPING
LICENSURE NO.: C01696
400 S. 4TH STREET, SUITE 100, CHARLOTTE, NC 28202 - TEL (704) 376-2186
CKD: GH
DRAWN: NM
REVISED:
SCALE: 1" = 60'
DATE: JAN 28, 2023
JOB NO.: 84502



Lancaster County
South Carolina

Proposal:
Rezoning: LI to RB

Subject Property

Crossridge Center/
Inspiration Network

Transformation Church

Hanover Subdivision

FILED
OFFICE OF CLERK
OF COURT

2021 OCT 29 AM 9:47

CLERK OF COURT
LANCASTER, SC

STATE OF SOUTH CAROLINA (
(**ORDINANCE NO. 2021-1773**
COUNTY OF LANCASTER (

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH CROSLAND SOUTHEAST, FOR A PROPOSED 710-UNIT (5.5 DWELLING UNITS PER ACRE) TOWNHOME/MULTIFAMILY APARTMENT AND 105,000 SQUARE FOOT NONRESIDENTIAL DEVELOPMENT PROJECT KNOWN AS "THE EXCHANGE" UPON APPROXIMATELY 130 ACRES OF LAND, LOCATED AT 8918 CHARLOTTE HIGHWAY, LANCASTER, SOUTH CAROLINA, ESTABLISHING THE REGULATIONS FOR THE DEVELOPMENT OF THE PROPERTY AND OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Crosland Southeast, ("Crosland") has applied to rezone (Proposed Ordinance 2021-1771) a total of 130 acres of real property to Mixed Use District (MX) for a development project. The intent is to build a 710-unit (townhome/multifamily apartment) and 105,000 square foot nonresidential development.

(b) The Development Agreement has been submitted and requested by Crosland pursuant to the UDO requirement that all land development projects that seek rezoning to a mixed-use zoning district be governed by a development agreement and so that Crosland will have ongoing certainty of the development standards applicable to the property and to make provisions to offset the expected impacts of the development on public services.

(c) Proposed Ordinance 2021-1772 seeks approval of the MX Master Plan for the project subject to the proposed Development Agreement.

(d) On August 17, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a vote of 1-4 recommended disapproval of the Development Agreement.

(e) The Development Agreement attached hereto and incorporated herein as **Exhibit "1"** is authorized by the South Carolina Local Government Development Agreement Act (the "Act"), S.C. Code Ann. § 6-1-30 *et. seq.* and satisfies the terms and conditions of the Act.

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

(g) The scope and terms of the planned development, as set forth in the Development Agreement, accomplish the statutory aims of the Act by providing for comprehensive, orderly planning and development within the County, thus providing benefits to the

citizens of the County and providing public benefits through, among other things, the donation of funds and real property for the provision of public facilities and services described and identified in the Development Agreement.

Section 2. Approval of Development Agreement.

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this 25th day of October, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading:	September 27, 2021
Public Hearing:	September 27, 2021
Second Reading:	October 11, 2021
Third Reading:	October 25, 2021

Approved as to form:

John DuBose, County Attorney

2021022076
DEED NO CHARGE
RECORDING FEES $0.00
PRESENTED & RECORDED:
10-29-2021 03:40:28 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: PAM FAULKENBERRY
BK: DEED 1485
PG: 96 - 229

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 25th day of October 2021 ("Agreement Date"), by and between C4 Investments, LLC, doing business as Crosland Southeast ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 130.2455 acres, more or less, located in the County and known as The Exchange at Indian Land development and more fully described in Section 1.04 of this Agreement ("Property") and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that a portion of Tax Parcel No. 0010-00-029.00, Parcel A shown on Exhibit A-2 hereto, comprising approximately 130.2455 acres (out of a total of approximately 158.258 acres), be rezoned to Mixed Use (MX) District;

WHEREAS, Developer has also submitted an application to the County requesting approval of the MX District Master Development Plan for the Property;

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, master planned development, reasonably mitigate any project impacts to the community and achieve predictability to the County and the Developer on the scope and terms of the development;

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

(2A) "Agreement Date" means October 25, 2021.

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

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

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

(6) "Developer" means C4 Investments, LLC, doing business as Crosland Southeast, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

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

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

(10) "Ordinance No. 2021-1771" means Ordinance No. 2021-1771 of the County, zoning a portion of Tax Parcel No. 0010-00-029.00, comprising the Property herein, to Mixed Use (MX) District, a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2021-1773" means Ordinance No. 2021-1773 of the County approving this Agreement, a copy of which is attached hereto as Exhibit E-2.

(12) "Parties" means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to a portion of Tax Parcel No. 0010-00-029.00, comprising approximately 130.2455 acres (out of a total of approximately 158.258 acres). The Property is reflected in Exhibit A-1 (Legal Description) and A-2 (Plat) (the subject Property is Parcel A shown on Exhibit A-2), which exhibits are attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. A portion of Tax Parcel No. 0010-00-029.00, totaling approximately 130.2455 acres (out of a total of approximately 158.258 acres) comprising the

Property, is anticipated to be rezoned MX District (from LI District) pursuant to Ordinance No. 2021-1771.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control.

(C) The Development Program for the Property is set forth in the MX District Master Development Plan for the Property which has been approved by the County Council pursuant to Resolution No. 2021-1772. This MX District Master Development Plan for the Property, reference to which is herewith made, is included as part of this Agreement as Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

(B) Except for the owners and lessees of completed residences and buildings 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 or building on the lot for the owner or lessee to occupy, any purchaser or other successor in title is responsible for performance of Developer's obligations pursuant to this Agreement as to the portion of the Property so transferred. Developer must give notice to the County of the transfer of property to a developer in the manner prescribed in Section 3.05.

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-1773 in accordance with the procedural requirements of the Act, Ordinance No. 663 and any other applicable state law.

(C) The County represents that prior to the final reading of Ordinance No. 2021-1773 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.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

(A) County agrees that the Developer, upon receipt of its development permits as identified in Section 3.04, may proceed to develop the Property according to the terms and conditions of this Agreement, including the MX District Master Development Plan described in Section 1.06(C), the UDO, and the other Laws and Land Development Regulations. The right of Developer to develop the Property as set forth in this Agreement is deemed vested with Developer for the term of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Agreement Date, including the UDO, as set forth in Exhibits E and E-1 through E-5 to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021- 1771, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

(D) To the extent that this Agreement may contain zoning and development standards which conflict with existing zoning and development standards, including zoning and development

standards contained in the UDO, the standards contained in this Agreement supersede all other standards and this Agreement is deemed controlling.

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval.

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

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

(A) It is recognized that laws and regulations will periodically change. However, the laws applicable to the development of the Property during the Term of this Agreement shall be the Laws and Land Development Regulations in effect on the Agreement Date as set forth on Exhibits E and E1 – E5, except as expressly provided otherwise in this Agreement.

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

(B) Notwithstanding the provisions of subsection (A) of this section, the County agrees that if County Council imposes a moratorium or other similar restriction that would curtail or

hinder the rate at which development can occur, then the moratorium or other similar restriction shall not apply to the Development of the Property.

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

(B) This provision does not apply: (i) to the purchaser or other successor in title to Developer who is the owner or lessee of a completed residence or building 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 or building on the lot for the owner or lessee to occupy; (ii) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Property or any other transfer in lieu of foreclosure; (iii) to any third party purchaser at such a foreclosure; or (iv) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer of any portion of the Property to any such mortgage lender or subsequent purchaser. Except as set forth herein, any such mortgage lender or subsequent purchaser shall be bound by and shall receive the benefits from this Agreement as the successor in title to Developer.

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Payment for School District. Developer will pay Lancaster County Seven Hundred Fifty and No/100 Dollars ($750.00) per residential housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued.

Section 4.01C. Funds for Public Safety. On July 21, 2021, the County adopted Ordinances establishing development impact fees for facility improvements for Fire (Ordinance No. 2021-1722), Emergency Medical Services (Ordinance No. 2021-1723), Sheriff (Ordinance No. 2021-1724) and Parks & Recreation (Ordinance No. 2021-1725) (collectively the "County Impact Fees"), which County Impact Fees were implemented as of October 1, 2021 and shall apply to the development of the Property. County and Developer agree that no additional public safety funds are required pursuant to this Agreement because the County Impact Fees already address the impact that the development of the Property will have on 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 adjusted annually to reflect the effects of inflation on the costs for facilities and services set forth herein. The fee amounts shall be adjusted using the Construction Cost Index calculated by the publication, Engineering New Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the

numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The fee adjustment become effective on July 1 of each year. If July 1 falls on a weekend, the fee adjustment will become effective on the next business day thereafter.

Section 4.01E. Use of Community Building as Polling Place. The multi-family community building, show on the MX Master Development Plan as the Amenity Center, will be made available, if needed, as a polling place for elections, including primaries and special elections, administered by the South Carolina Election Commission and the Lancaster County Board of Voter Registration and Elections.

Section 4.01F. Economic Development Property. In consideration of the County's approvals of the Developer's rezoning and MX Master Development Plan applications and the County's issuance of the development approvals as identified in Section 3.04, the Developer agrees to acquire Parcel B identified in Exhibit A-2 hereto, comprising approximately 28 acres ("Economic Development Property"). Developer agrees to acquire title to the Economic Development Property within ninety (90) days after it acquires title to the Property as called for in Section 5.19. County and Developer agree that the Economic Development Property shall remain zoned Light Industrial District ("LI") under the UDO unless the County and Developer agree to adopt a different zoning classification. Within ninety (90) days after Developer acquires title to the Economic Development Property and before Developer conveys any part of the Economic Development Property to another party, Developer agrees to record Covenants, Conditions and Restrictions (CCR's") with the Lancaster County Register of Deeds so as to preclude certain uses on the Economic Development Property that are otherwise allowed in the LI District. The form of the CCR's applicable to the Economic Development Property are attached hereto as Exhibit F and are subject to change by the attorneys for the County and Developer as to matters of form and recording only. After execution and recording, the CCR's applicable to the Economic Development Property may not be changed without the consent of the County and Developer. Changes agreed to by the County and the Developer to the zoning or the CCR's applicable to the Economic Development Property shall not require amendment of this Agreement.

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

(b) Developer shall cause to be prepared a traffic impact analysis conducted and sealed by a licensed South Carolina professional engineer (if not already prepared at time of Agreement). Any road improvements, which are determined to be necessary, based on the results of the traffic impact analysis, shall be incorporated into the final site plan prior to County approval and the Developer is responsible for all costs of the road improvements. The traffic impact analysis shall be reviewed by the County and in conjunction with the South Carolina Department of Transportation. If a County-level traffic planner is not available to review the traffic impact analysis at the time of submittal, the County may choose to hire a third-party consultant to assist in this review. The cost of the traffic impact analysis, including any additional reviews requested by the County, shall be paid by the Developer. Improvements set forth in the traffic impact analysis may be installed based on a phasing study prepared by a licensed South Carolina professional engineer at the expense of Developer. The installation of new traffic signals or improvements to existing traffic signals shall be based on warrant studies conducted by a licensed South Carolina professional engineer at established specific times and at the expense of Developer. The Developer shall be responsible to conduct a full warrant analysis to determine if the intersection of Charlotte Highway (US Highway 521) and Possum Hollow Road/Proposed Access "A" (the "Intersection") meets Volume Warrant requirements per the South Carolina Department of Transportation (SCDOT). The Developer may conduct this analysis at any point they feel the warrants are met; however the Developer must conduct such an analysis upon the completion of the construction of the planned development as set forth in Exhibit B. The Developer shall be responsible for any and all costs associated with the signalization of the Intersection.

(2) Within thirty (30) days following Developer's receipt of Civil Construction Permits, Developer agrees to pay Lancaster County the sum of Four Hundred Thousand Dollars ($400,000.00) ("Traffic Payment")to be used to address traffic needs in the Greater Panhandle Area of Lancaster County (over and above the traffic improvements required from the Developer pursuant to the traffic impact analysis in Section 4.04(A)(1)(b) above). The determination of the specific use of the Traffic Payment is at the discretion of the County Council.

(3) Developer will establish a setback line for vertical buildings along Highway 521 of fifty feet (50') from the edge of the current Highway 521 right-of-way to help avoid conflicts with a future road widening project.

(4) If requested by the County, Developer agrees to dedicate right of way to Lancaster County extending from the terminus of "Street 'C'" to the boundary of the Property along Six Mile Creek as shown on Exhibit B. At some future date, if Lancaster County is able to obtain right of way beyond the boundaries of the Property for a proposed Collector Road, the Developer agrees to dedicate "Street C" and that portion of "Street A" extending from Highway 521 up to, and including, the intersection of "Street A" and "Street C" to Lancaster County as publicly maintained rights of ways. Developer acknowledges that the decision to obtain further right of way for a collector road beyond the Property boundaries and the decision to accept the aforesaid streets as publicly maintained rights of ways shall be at the sole discretion of Lancaster County, provided the aforesaid streets must be accepted by Lancaster County as publicly-maintained rights of ways if they are to be connected and used as part of a collector road system. Pursuant to Ordinance 2014-1299, County finds that the aforesaid roads, if later dedicated as part of a collector road, will provide connectivity to the county road system and serve as a necessary component for the proper development of the county road system.

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

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

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

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

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

(G) Carolina Thread Trail Connection. Developer will make a good faith effort to locate an appropriate easement for a spur trial connectiong the Property to the Carolina Thread Trail ("CTT"). The CTT is not located upon the subject property and Develepor is not required to construct a section of the CTT but has agreed to undertake good faith efforts to dedicate an easement to Lancaster County, or its successor and assigns, for a potential spur trial from the Property in order to link the Property to the CTT.

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: C4 Investments, LLC

d/b/a Crosland Southeast
Attn: Yates Dunaway
121 West Trade Street, Suite 2550
Charlotte, NC 28202

With a Copy to: Robinson Bradshaw
Attn: Benjamin A. Johnson
202 E. Main Street, Suite 201
Rock Hill, SC 29730

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., December 31, 2022, 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:

Sherrie M. Simpson

Benjamin A. Jones

DEVELOPER:
C4 Investments, LLC,
d/b/a Crosland Southeast

By: Peter B. Pappas
Name: Peter B. Pappas
Title: Manager
Date: 10-25-2021

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named C4 Investments, LLC d/b/a Crosland Southeast, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
25th day of October, 2021

Sherrie M. Simpson

Notary Public Signs AS NOTARY
Notary Public for the State of SC
My Commission Expires: 02-27-2027

SEAL

Sherrie M. Simpson

SWORN to before me this
25 day of OCTOBER, 2021
Notary Public for the State of SC

Joseph Bryan

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Error
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10/25/21

WITNESSES:

Sherrie M. Simpson

Dennis E. Marshall

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: 10-25-2021

By: _____
Billy Mosteller, Secretary, County Council

Date: 10-25-2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Sherrie M. Simpson
First Witness Signs Again Here

Seal

SWORN to before me this
25th day of October, 2021.

Notary Public Signs AS NOTARY

Sherrie M. Simpson
Notary Public for the State of South Carolina
My Commission Expires: 02-27-2027

error
SMS
10/25/21

SEAL

SWORN to before me this
25th day of OCTOBER, 2021
Notary Public for the State of SC

Jennifer Bryan

Exhibit A

Exhibit A-1 (Legal Description)

Parcel A

That certain parcel or tract of land situated, lying and being in the Village of Indian Land, Township of Indian Land, County of Lancaster, State of South Carolina and being more particularly described as follows:

Commencing at an existing NGS Monument "Higher" having SC Grid NAD 83 coordinates of N:1,142,096.73; E:2,042,984.66; thence North 37°01'25" East a horizontal ground distance of 1131.77 feet to a new 1/2" iron rod, situated at the intersection of the easterly margin of Charlotte Highway (US Highway 521)(a variable width public right-of-way) as shown on SCDOT plans File No. 29.462, Project No. F-117(93), dated January 14, 1982, with the southerly line of the lands as described in Deed Book 1180, Page 46 and shown on Plat Book 2018, Page 350, all Deed and Plat Books recorded in the Lancaster County Public Register of Deeds and being the Point of Beginning; thence along the southerly and easterly line of the aforesaid lands for the following three (3) courses and distances; 1) North 83°20'55" East passing an existing 5/8" iron rod at 5.20 feet for a total distance of 845.23 feet to an existing 5/8" iron rod; 2) North 74°06'08" East passing an existing 1/2" iron rod at 861.72 feet for a total distance of 998.96 feet to an existing 3/4" iron pipe; 3) North 18°34'18" West passing a new 1/2" iron rod at 193.20 feet for a total distance of 213.20 feet to a point, situated in the centerline of Six Mile Creek; thence meandering along and with the centerline of the aforesaid Six Mile Creek for the following fifty-three (53) courses and distances; 1) North 79°05'03" East a distance of 20.81 feet to a point; 2) North 67°57'31" East a distance of 67.71 feet to a point; 3) North 37°21'13" East a distance of 82.31 feet to a point; 4) North 33°46'42" East a distance of 63.47 feet to a point; 5) North 11°41'58" West a distance of 36.66 feet to a point; 6) North 32°04'06" West a distance of 71.34 feet to a point; 7) North 34°43'22" West a distance of 70.84 feet to a point; 8) North 07°12'22" West a distance of 25.80 feet to a point; 9) North 15°02'51" East a distance of 53.00 feet to a point; 10) North 39°22'03" East a distance of 47.16 feet to a point; 11) North 57°24'20" East a distance of 39.38 feet to a point; 12) North 58°28'18" East a distance of 86.27 feet to a point; 13) North 39°33'35" East a distance of 35.19 feet to a point; 14) North 14°21'23" East a distance of 70.23 feet to a point; 15) North 00°00'28" West a distance of 33.04 feet to a point; 16) North 20°50'06" West a distance of 30.24 feet to a point; 17) North 14°58'10" East a distance of 17.86 feet to a point; 18) North 60°39'34" East a distance of 17.46 feet to a point; 19) North 60°49'54" East a distance of 92.84 feet to a point; 20) North 49°50'14" East a distance of 71.96 feet to a point; 21) North 80°14'22" East a distance of 79.00 feet to a point; 22) South 63°10'45" East a distance of 103.02 feet to a point; 23) South 33°09'17" East a distance of 36.16 feet to a point; 24) South 22°06'48" East a distance of 38.46 feet to a point; 25) South 04°20'20" East a distance of 67.64 feet to a point; 26) South 06°34'14" West a distance of 45.30 feet to a point; 27) South 25°57'58" West a distance of 70.33 feet to a point; 28) South 08°40'26" West a distance of 14.10 feet to a point; 29) South 45°47'13" East a distance of 19.32 feet to a point; 30) South 73°02'46" East a distance of 14.98 feet to a point; 31) North 81°38'59" East a distance of 74.53 feet to a point; 32) North 68°01'33" East a distance of 116.06 feet to a point; 33) North 87°22'55" East a distance of 88.32 feet to a point; 34) South 60°45'32" East a distance of 86.47 feet to a point; 35) South 20°51'13" East a distance of 109.61 feet to a point; 36) South 32°53'30" East a distance of 56.21 feet to a point; 37) South 13°04'05" East a distance of 22.86 feet to a point; 38) South 01°06'24" East a distance of 81.95 feet to a point; 39) South 05°29'21" East a distance of 84.31

feet to a point; 40) South 03°02'00" West a distance of 69.21 feet to a point; 41) South 05°33'28" East a distance of 70.48 feet to a point; 42) South 04°05'50" West a distance of 109.09 feet to a point; 43) South 05°45'35" East a distance of 73.09 feet to a point; 44) South 06°13'48" West a distance of 68.07 feet to a point; 45) South 00°12'10" East a distance of 128.50 feet to a point; 46) South 08°32'39" West a distance of 134.76 feet to a point; 47) South 19°28'42" West a distance of 78.03 feet to a point; 48) South 38°44'35" West a distance of 104.48 feet to a point; 49) South 03°55'34" West a distance of 32.92 feet to a point; 50) South 22°08'35" East a distance of 42.54 feet to a point; 51) South 56°13'34" East a distance of 91.55 feet to a point; 52) South 18°35'01" East a distance of 40.72 feet to a point; 53) South 12°52'03" West a distance of 54.90 feet to a point, situated on the westerly line of the lands of Jean C. Hood as described in Deed Book 1210, Page 325; thence departing the aforesaid centerline of Six Mile Creek and along the aforesaid westerly line South 41°29'38" East passing an existing 1" iron pipe at 26.66 feet for a total distance of 353.40 feet to an existing 1" iron pipe, situated on the westerly line of the lands of Brian Matthew Lengers as described in Deed Book 1007, Page 322 and shown on Plat Book 2017, Page 886; thence along the westerly line of the aforesaid lands and along the westerly line of the lands of Nancy Lengers Whearty etal as described in Deed Book 1105, Page 65 and shown on the aforesaid Plat Book 2017, Page 886 for the two (2) courses and distances; 1) South 06°24'28" East passing an existing 5/8" iron rod at 883.83 feet for a total distance of 933.63 feet to an existing 3/4" iron pipe; 2) South 32°04'18" West passing an existing 5/8" iron pipe at 276.05 feet for a total distance of 310.05 feet to a point, situated in the centerline of the aforesaid Six Mile Creek; thence meandering along and with the centerline of the aforesaid Six Mile Creek for the following five (5) courses and distances; 1) South 35°07'04" East a distance of 56.07 feet to a point; 2) South 32°12'53" East a distance of 41.26 feet to a point; 3) South 18°28'27" East a distance of 187.40 feet to a point; 4) South 00°56'27" West a distance of 76.19 feet to a point; 5) South 29°55'14" West a distance of 23.94 feet to a point, situated on the northerly line of the lands of The Inspirational Network as described in Deed Book 594, Page 45 and shown on Plat Book 2004, Page 652; thence along the aforesaid northerly line North 87°23'05" West passing an existing 5/8" iron pipe at 55.00 feet for a total distance of 691.05 feet to a new 1/2" iron rod, situated at a common corner between two new parcels described as Parcel A and Parcel B; thence along a common line between the two aforesaid parcels for the following nine (9) courses and distances; 1) North 11°36'09" West a distance of 35.58 feet to a new 1/2" iron rod; 2) North 41°41'06" West a distance of 59.47 feet to a new 1/2" iron rod; 3) North 57°45'11" West a distance of 987.64 feet to a new 1/2" iron rod; 4) North 20°53'42" West a distance of 628.96 feet to a new 1/2" iron rod; 5) South 69°06'18" West a distance of 119.08 feet to a new 1/2" iron rod; 6) with a curve along the arc of a curve to the left said curve having an arc length of 117.30 feet a radius of 470.00 feet (chord bearing of South 61°57'19" West and chord distance of 117.00 feet) to a new 1/2" iron rod; 7) South 54°48'19" West a distance of 516.75 feet to a new 1/2" iron rod; 8) with a curve along the arc of a curve to the right said curve having an arc length of 186.23 feet a radius of 330.00 feet (chord bearing of South 70°58'20" West and chord distance of 183.77 feet) to a new 1/2" iron rod; 9) South 87°08'20" West a distance of 55.86 feet to a new 1/2" iron rod, situated on the easterly margin of the aforesaid Charlotte Highway (US Highway 521)(a variable width public right-of-way); thence along the aforesaid easterly margin for the following twelve (12) courses and distances; 1) with a curve along the arc of a curve to the left said curve having an arc length of 185.05 feet a radius of 3305.23 feet (chord bearing of North 04°53'24" West and chord distance of 185.02 feet) to a new 1/2" iron rod; 2) North 83°30'22" East a distance of 9.00 feet to a new 1/2" iron rod; 3) with a curve along the arc of a curve to the left said curve having an arc length of 286.32 feet a radius of 3314.23 feet (chord bearing of North 08°58'08" West and chord distance of 286.23 feet) to a new 1/2" iron rod; 4) South 78°33'22" West a distance of 9.00 feet to a new 1/2" iron rod; 5) with a curve along the arc of a curve to the

left said curve having an arc length of 285.54 feet a radius of 3305.23 feet (chord bearing of North 13°55'07" West and chord distance of 285.45 feet) to a new 1/2" iron rod; 6) North 73°36'23" East a distance of 6.00 feet to a new 1/2" iron rod; 7) with a curve along the arc of a curve to the left said curve having an arc length of 256.96 feet a radius of 3311.23 feet (chord bearing of North 18°37'01" West and chord distance of 256.90 feet) to a new 1/2" iron rod; 8) South 70°29'31" West a distance of 6.00 feet to a new 1/2" iron rod; 9) with a curve along the arc of a curve to the left said curve having an arc length of 150.17 feet a radius of 3305.23 feet (chord bearing of North 22°08'38" West and chord distance of 150.16 feet) to a new 1/2" iron rod; 10) North 70°29'31" East a distance of 10.02 feet to a new 1/2" iron rod; 11) with a curve along the arc of a curve to the left said curve having an arc length of 14.21 feet a radius of 3315.23 feet (chord bearing of North 23°33'23" West and chord distance of 14.21 feet) to a new 1/2" iron rod; 12) North 24°00'42" West a distance of 241.73 feet to the Point of Beginning, containing 5,673,495 square feet or 130.2455 acres, as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated February 10, 2021 (Project No. 92566).

Exhibit A-2 (Plat) (The subject Property is Parcel A)

Exhibit B
Development Program
MX District Master Development Plan
[Attached]

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. Modifications to Exhibit B, the Master Development Plan, other than "Minor Modifications" defined herein, that detract from the desirability of the Development Program, the quality of its design, mix of uses, walkability, community and place-making design are disfavored.

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 after a review and recommendation is provided by County Staff.

Exhibit C

Development Schedule

Years	Commercial	Residential
1	0	0 units
2	0	0 units
3	0	0 units
4	50,000 SF	720 units (Estimated Completion)
5	55,000 SF	0 units
Total	105,000 SF	720 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 commercial development of the Property is limited to 105,000 square feet. County and Developer acknowledge that residential development of the Property is limited to 400 multi-family units and 320 townhome 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, EEV, LLC, a North Carolina limited liability company, Pamela E. Hensley, William Steven Edwards, Jonathan L. Edwards, and David L. Edwards are the legal and equitable owners of the Property, except to the extent that C4 Investments, LLC d/b/a Crosland Southeast has contractual rights to acquire the Property and is the equitable owner of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021- 1771 zoning a portion of Tax Parcel No. 0010-00-029.00, comprising the Property herein, to Mixed Use (MX) District, attached hereto as Exhibit E-1.
2. Ordinance No. 2021- 1773, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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LANCASTER COUNTY, SC
2022016616 RESTRICTION
RECORDING FEES $25.00
STATE TAX $0.00
COUNTY TAX $0.00
PRESENTED & RECORDED
10-19-2022 11:40:09 AM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: STEPHANIE KNIGHT
BK:DEED 1599 PG:45-104

DECLARATION OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR THE EXCHANGE AT INDIAN LAND

INDIAN LAND, SOUTH CAROLINA

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS AND THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF SOUTH CAROLINA

DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE EXCHANGE AT INDIAN LAND

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE EXCHANGE AT INDIAN LAND (this "**Declaration**"), is entered into by C4 Exchange Land Co., LLC, a Delaware limited liability company ("**Declarant**") and made effective as of October 14, 2022.

Recitals and Submission.

A. Property. Declarant owns fee simple title to that certain real property described on **Exhibit A** attached hereto and incorporated herein (the "**Property**") and reflected on that certain plat recorded in Book 2022, Page 468 (the "**Subdivision Plat**").

B. Project. Declarant intends to develop the Property as a mixed-use development known as "The Exchange at Indian Land" which may include residential, office, hotel, retail and other components. Declarant enters into this Declaration to establish a uniform scheme of development and operation for the Property, together with all improvements to be erected thereon (collectively, the "**Project**").

C. Submission Statement. Declarant hereby declares that the Property and all components of the Project are and shall be held, transferred, sold, conveyed and occupied subject to the rights, covenants, conditions, restrictions, easements, charges and liens hereinafter set forth. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided to the contrary, be perpetual and be construed to be covenants running with the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Owner (defined herein) and any subsequent owners of any Lot (defined herein), and their respective heirs, personal representatives, successors or assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future Owners, Tenants and Occupants of any Lot or any Improvements (defined herein) thereon shall be subject to and shall comply with the provisions of this Declaration as it may be amended from time to time, in accordance with the terms and conditions of this Declaration. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Improvements (or any portion thereof), shall constitute an adoption and ratification by such Owner, Tenant or Occupant of the provisions of this Declaration (including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein).

ARTICLE 1
DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Declaration, the following terms shall have the following meanings, unless the context requires otherwise.

1.1.1. "**Annual Assessments**" shall have the meaning set forth herein.

1.1.2. "**Applicable Law**" means and includes any law, ordinance, order, requirement, rule, writ and/or regulation of a Governmental Authority, including, without limitation, the Exchange Code.

1.1.3. "**Approve,**" "**Approved,**" "**Approval,**" or "**Approves**" means an express prior written approval of Declarant, which approval shall be in the sole discretion of Declarant unless otherwise expressly provided for in this Declaration.

1.1.4. "**Assessments**" means the amounts payable by an Owner to the Master Association under this Declaration, whether labeled Annual Assessments, Special Assessments, Shared Expenses, or otherwise.

1.1.5. "**Benefitted Lot**" means the portion of the Property benefitted by any easement granted hereunder.

1.1.6. "**Board of Directors**" or "**Board**" means the board of directors of the Master Association, which shall be the governing body of the Master Association.

1.1.7. "**Burdened Lot**" means the portion of the Property burdened by any easement granted hereunder.

1.1.8. "**Bylaws**" means the bylaws adopted by the Board for the Master Association, as modified from time to time, in accordance with the terms and conditions of this Declaration.

1.1.9. "**Commercial Lots**" means collectively, Lot 1, Lot 3 and Lot 5 and each shall be a "**Commercial Lot**".

1.1.10. "**Commercial Shared Driveway**" means that certain driveway sufficient to accommodate two lanes of traffic to be constructed on the Grocery Lot adjacent to the boundary of the Multifamily Lot, designated as such on **Exhibit F** attached hereto and incorporated herein and as further described in Section 3.10 below.

1.1.11. "**Common Detention Expense Allocation**" means those contribution percentages allocated to each Lot reflected on **Exhibit C** attached hereto and incorporated herein.

1.1.12. "**Common Detention Facilities**" means the ponds located on the Property that are identified as "Pond A" and "Pond B" on **Exhibit C** attached hereto and incorporated herein and the portions of the Property that are shown as "Drainage Access Easement Area" on **Exhibit C**, within which Declarant or an Owner has or will construct temporary sediment basis (which will be converted into permanent BMP ponds as set forth in the Drainage Plan), together with all stormwater drainage lines, detention ponds, drainage easements, water lines, sewer lines and other utility lines and easements and all fixtures related thereto not maintained by the Lancaster County Utility Department or other appropriate Governmental Authority. For the avoidance of doubt, the ponds identified as "Pond C," "Pond D1" and "Pond D2" on any recorded plat or exhibit hereto are not Common Detention Facilities and will be exclusively owned, used and maintained by the Single-Family Association.

1.1.13. "**Common Landscape Easement Area**" means that area outlined and reflected by diagonal markings on **Exhibit E** attached hereto and incorporated herein.

1.1.14. "**Common Landscaping**" means all landscaping within the Common Landscape Easement Area.

1.1.15. "**County**" means Lancaster County, South Carolina.

1.1.16. "**Declarant**" means C4 Exchange Land Co., LLC, a Delaware limited liability company, and its successors and assigns, if any, to whom the rights of Declarant hereunder are specifically transferred by written instrument, subject to such terms and conditions as the Declarant may impose, subject to the terms and conditions of this Declaration. In no event shall a member, manager, partner, shareholder, director, officer or employee of Declarant be personally liable for the performance of the obligations of Declarant hereunder.

1.1.17. "**Declaration**" means this instrument and all exhibits attached hereto, as the same may be amended from time to time, in accordance with the terms and conditions of this Declaration.

1.1.18. "**Design Guidelines**" shall have the meaning ascribed thereto herein.

1.1.19. "**Design Review Board**" means the Board of Directors or a separate committee appointed by the Board of Directors.

1.1.20. "**Design Review Transfer Date**" means the earlier to occur of (i) the date upon which neither Declarant nor an affiliate of Declarant owns any Lot, or (ii) the date upon which Declarant by written recorded document has assigned its rights hereunder to the Board of Directors.

1.1.21. "**Designated Maintenance Items**" means the following items which are (or shall be) located within the Master Association Common Area, the Common Landscape Easement Area, the Utility Easement Area, or within the rights-of-way of public streets within the Project (including property in medians and entrances, but excluding any improvements maintained by the appropriate Governmental Authority, unless the Master Association has otherwise agreed to maintain the same):

(a) Project Roads and public streets and roads, if any, to the extent such public streets and roads are not maintained by the appropriate Governmental Authority in a manner deemed reasonably appropriate by the Board of Directors.

(b) Plants (including, but not limited to, trees, "tree save" areas, shrubs, flowers, ground cover and grass and landscaping along the frontage with Highway 521 and the Common Landscaping).

(c) Light poles, fixtures, bulbs, traffic signals, wiring and all equipment related to the use thereof.

(d) Traffic signs, parking signs, directional/wayfinding signs, warning signs, and other guide/informational signs.

(e) Sprinkler and irrigation systems (including water meter vaults and water meters used in connection with such systems) (excluding equipment and facilities relating to an Owner's sprinkler system and/or irrigation system that may be located within Project Roads or rights-of-way of public streets within the Project).

(f) Fences, decorative walls, retaining walls, sitting walls, sidewalks, steps and walking paths.

(g) Outdoor furniture, bus shelters, and benches.

(h) Pavers, pylons, sculpture, works of art, and decorative plaza areas.

(i) Arbors, trellises, gazebos, pergolas, rose arches and similar structures.

(j) Flag poles, flags, banners and seasonal decorations.

(k) Signage relating to the operation and identification of the entire Project (excluding signs relating only to particular buildings or particular areas within the Project).

(l) Sidewalks.

(m) Jogging or nature trails.

(n) Common Detention Facilities.

(o) Lakes, ponds, streams, fountains and other water amenities, including, but not limited to, pumps, pipes, drains, drainage, water and electrical lines, fountain parts, fountain lights or other decorative lighting within a water amenity, water jets, filters, chlorinators, nozzles, weirs, switches and related equipment, easements or housings, gravel, stone or concrete beds, walls, dams and other structural housing for water containment or detention and directional control.

(p) Entry Features.

(q) Event areas for events for the general public and/or the Project community.

1.1.22. "**Drainage Plan**" means that certain plan to be established by Declarant in accordance with all Applicable Law for the use of the Common Detention Facilities during any period of construction and the conversion of any associated ponds to permanent BMP ponds subject to the terms of this Declaration.

1.1.23. "**Entry Features**" means any entry features for the Project in the approximate locations designated for signage on the Signage Exhibit, or any entry features located within the Master Association Common Area otherwise so designated heretofore or hereafter by Declarant, including, without limitation, monument signs, Pylon Signs, ponds, fountains and landscaping.

1.1.24. "**Exchange Code**" means collectively, Lancaster County Ordinance 2021-1772, the MX District Master Development Plan for the Project, Lancaster County Ordinance 2021-1773, that certain Development Agreement recorded in Deed Book 1485, Page 96, any other agreements with a Governmental Authority governing the zoning and/or us of the Project and any revisions thereto.

1.1.25. "**First Mortgage**" means a mortgage in favor of a Mortgagee on a particular Lot having first and paramount priority as among mortgagees under applicable law.

1.1.26. "**Governmental Authority**" means any federal, state, local or other governmental entity or authority, court, commission, board, bureau, agency or instrumentality, or any regulatory, administrative or other department, agency or any political or other subdivision, department or branch of any of the foregoing, having jurisdiction.

1.1.27. "**Grocery Lease Agreement**" means that certain Lease Agreement between MDI Management, LLC, a North Carolina limited liability company, and Lowes Foods, LLC, a North Carolina limited liability company, with respect to the Grocery Lot.

1.1.28. "**Grocery Lot**" means Lot 3 on the Subdivision Plat.

1.1.29. "**Improvements**" means and include all buildings, storage sheds or areas, barns or other freestanding storage areas and roofed structures; parking areas and loading areas; trackage, fences, walls, hedges, mass plantings, arbors, trellises, gazebos and poles; driveways; ponds and lakes; changes in grade or slope and site preparation; swimming pools and related structures, tree houses and children's playhouses; signs; exterior illumination; exterior antennae, earth satellite stations, microwave dishes, solar panels or other similar receiving, transmission or energy generating equipment; changes in any exterior color or shape, roofing materials or siding; and any new exterior constructed or exterior improvement on the Property. The definition of Improvements includes both original Improvements and all later changes and repairs to Improvements.

1.1.30. "**Indemnified Party**" shall have the meaning given to such term herein.

1.1.31. "**Indemnifying Owner**" shall have the meaning given to such term herein.

1.1.32. "**Lot**" means any of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 on the Subdivision Plat. In the event of a subdivision of any Lot, as approved by Declarant if required hereunder, each subdivided parcel shall also be considered a Lot unless Declarant, in its sole discretion, designates such subdivided parcel to remain a part of the original Lot or, if consented to by the Owner(s) of the subject Lot(s), to become a part of another Lot. Notwithstanding the foregoing, any separate lots created in the subdivision of the Single-Family Lot for residential homesites and/or townhomes shall not be considered a separate Lot for the purposes of this Declaration and shall

remain a part of the Single-Family Lot (or such other Lot approved by Declarant of which such lot is then a part) unless otherwise approved by Declarant in its sole discretion. The plural form of this term as used in this Declaration is "**Lots.**"

1.1.33. "**Master Association**" means Exchange Owners Association, Inc., a South Carolina nonprofit corporation, organized by Declarant pursuant to **Article 4**, and its successors and assigns, if any.

1.1.34. "**Master Association Common Area**" means all portions of the Property intended for the common use and enjoyment of all Owners and Permittees, including, without limitation, the Project Roads, as the same may be designated herein, on the Subdivision Plat, Site Plan or any other plat of the Property heretofore or hereafter duly recorded by Declarant or the Master Association in the Registry (all of which will be maintained by the Master Association and all or a portion of which may hereafter be conveyed to the Master Association). For the avoidance of doubt, no amenities or other improvements now or hereafter located on the Multifamily Lot or Single-Family Lot (e.g., parking lots, parks, exercise facilities, pools, playgrounds, dog parks, etc.) shall be considered a part of the Master Association Common Area or otherwise deemed available for use or enjoyment by any of the other Owners or their respective Permittees without the express prior written consent of the Owner of the Multifamily Lot or the Single-Family Association, respectively, in its sole and absolute discretion.

1.1.35. "**Member**" means every Person holding membership in the Master Association in accordance with the terms hereof. The plural form of this term as used in this Declaration is "**Members.**"

1.1.36. "**MF Shared Driveway**" means that certain paved driveway sufficient to accommodate two (2) lanes of traffic to be constructed on the Multifamily Lot (herein defined) and to be utilized by the Owner and Tenants of the Grocery Lot for access to the loading and unloading areas located on the Grocery Lot, all as more particularly shown on **Exhibit F** attached hereto and incorporated herein and further described in Section 3.12 below.

1.1.37. "**Mortgagee**" means and refer to any life insurance company, bank, savings and loan association, trust, real estate investment trust, pension fund or other organization or entity which regularly makes loans secured by real estate which holds a First Mortgage on the entirety of a Lot. Accordingly, to the extent that any Lot is submitted to the condominium form of ownership, the holder of a mortgage on just a unit or units therein, rather than the entirety of the Lot, shall not be a Mortgagee.

1.1.38. "**Multifamily Lot**" means Lot 2 on the Subdivision Plat.

1.1.39. "**Non-Controllable Expenses**" means charges for utilities, insurance, compliance with applicable laws, taxes and assessments, snow and ice removal and weather-related costs (including landscape maintenance costs, such as those resulting from infestation, storms, drought and other severe weather), government-mandated minimum wage increase, non-standard maintenance, repair and replacement of the Project Roads and Common Detention Facilities and any other extraordinary charges which are (a) unforeseen as of the date of this Declaration, (b)

beyond Declarant or the Master Association's reasonable control, and (c) generally affecting comparable mixed-use projects in the market in which the Project is located.

1.1.40. "**Occupant**" means and include (i) any Person leasing, possessing or using all or any portion of any Lot; or (ii) any Person owning or holding title to any portion of a Lot.

1.1.41. "**Owner**" means any Person or Persons who own or hold an aggregate fee simple interest in the entirety of a Lot as shown by and in the Registry, subject to the following special rules:

(a) Any Person having an interest in any portion of a Lot solely as security under a Mortgage shall not be deemed an Owner, unless such Person shall have excluded the Mortgagor from possession thereof by appropriate legal proceedings following a default under such Mortgage or has acquired fee simple title to any portion of a Lot by foreclosure;

(b) Individual tenants or lessees of any portion of a Lot shall not be deemed an Owner thereof, unless otherwise agreed by the simple or remainder title holder thereof and approved in writing by the Master Association;

(c) Any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect any portion of the Property shall not be deemed an Owner solely by reason thereof;

(d) In the event all or any portion of a Lot is subdivided into condominiums under applicable law, then for purposes of this Declaration, the associated condominium association shall be deemed the Owner of the Lot for purposes of this Declaration, including without limitation membership in the Master Association and the obligation to pay Assessments in accordance with this Declaration; and

(e) Except as otherwise provided in the preceding subsection (d) of this definition, in the event an owner of any Lot consists of more than one Person, such Persons shall, within thirty (30) days after the date of their acquisition of any Lot, execute and deliver to the Master Association a written instrument, including a power of attorney appointing and authorizing one Person as their agent to receive all notices and demands to be given pursuant to this Declaration and to cast all votes and to take any and all actions required or permitted to be taken by them under this Declaration. Such owning Persons may change their designated agent by written notice to the Master Association, but such change shall be effective only after actual receipt of such notice by the Master Association.

1.1.42. "**Permittees**" means and include any Owner's tenants, sub-tenants, contractors, subcontractors, agents, employees, licensees, and invitees and their respective officers, directors, contractors, subcontractors, agents, employees, licensees, invitees, customers, and visitors.

1.1.43. "**Person**" means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.

1.1.44. "**Project Interest**" means a continued role of Declarant in the Project, which will be deemed to exist for so long as Declarant or an entity under common control with Declarant holds a direct ownership or economic interest in any Lot. Declarant may also terminate its Project Interest at any time by filing a written document or instrument in the Registry, referring to this Declaration and specifically canceling the Project Interest. If the Project Interest is terminated but Declarant remains an Owner, then Declarant will continue to have all rights of an Owner under this Declaration. All rights of Declarant and all reservations in favor of Declarant set forth in this Declaration shall automatically pass to and be assigned to the Master Association at such time as the Project Interest is terminated, without the need for any written assignment. All rights and reservations in favor of Declarant throughout this Declaration are subject to the conditions of this definition without the need for any further reference to these conditions.

1.1.45. "**Project Roads**" means those certain roads noted as Sherbrook Ave, Daisy Ln, Howard Ave and Creek Bed Dr on the Site Plan, which shall be constructed by Declarant to specifications required for public roads for acceptance by Governmental Authorities.

1.1.46. "**Property**" means that certain real property that is defined in Recital A hereof; provided, however, that subject to the terms hereof, Declarant shall be entitled to add other property to the Property by executing and recording a supplement to this Declaration in the Registry and by otherwise complying with the terms and conditions of this Declaration relating to the addition of property.

1.1.47. "**Pylon Sign,**" "**Pylon Signs,**" "**Pylon Sign A,**" "**Pylon Sign B**" and "**Pylon Sign C**" shall each have the meaning set forth in Section 3.11 hereof.

1.1.48. "**Registry**" means the Lancaster County, South Carolina Register of Deeds.

1.1.49. "**Repair Work**" means all maintenance, repair and replacement work and capital repair and replacement work, whether due to ordinary wear and tear, physical or economical obsolescence or other causes, casualty or a taking.

1.1.50. "**Residential Lots**" means collectively, the Multifamily Lot and the Single-Family Lot and each shall be a "**Residential Lot**."

1.1.51. "**Retail Lot**" means Lot 5 on the Subdivision Plat, as the same may be further subdivided.

1.1.52. "**Shared Expenses**" means and includes:

(a) All expenses associated with the Designated Maintenance Items including, but not limited to, the expenses of maintenance, operation, repair or replacement of a Designated Maintenance Item, excluding expenses associated with a Casualty or Taking.

(b) Expenses declared Shared Expenses by the provisions of this Declaration.

Except as may be otherwise specifically provided in this Declaration, the Owners will pay the Shared Expenses in accordance with the terms hereof. Notwithstanding the foregoing to the contrary, the term "Shared Expenses", as used herein, shall not include any expenses for the initial development, original construction, original installation or required re-installation of infrastructure, original capital improvements or other original construction costs of improvements constructed by Declarant. Further, notwithstanding anything to the contrary set forth in this Declaration, each Owner shall only be responsible for its portion of the Common Detention Expense Allocation relating to the Common Detention Facilities servicing each Owner's Lot as set forth on **Exhibit C**.

1.1.53. "**Signage Exhibit**" means **Exhibit D** attached hereto and incorporated herein.

1.1.54. "**Single-Family Association**" means the Sub-Association formed for the Single-Family Lot, and, until such Sub-Association is formed, the Single-Family Developer.

1.1.55. "**Single-Family Developer**" means Taylor Morrison of the Carolinas, Inc.; provided, however, that Taylor Morrison of the Carolinas, Inc. shall have the right to assign the rights and obligations of the Single-Family Developer hereunder to VPTM SB Edwards LB LLC, a Delaware limited liability company by recording a written assignment therefor in the Registry.

1.1.56. "**Single-Family Lot**" means Lot 4 on the Subdivision Plat.

1.1.57. "**Site Plan**" means, initially, the plan attached hereto as **Exhibit B**, as the same is hereafter amended in accordance with the terms hereof.

1.1.58. "**Special Assessments**" means those sums in addition to the Annual Assessments which may be levied or assessed directly against one or more of the Owners, in accordance with the provisions or terms of this Declaration.

1.1.59. "**Standard**" means a good, safe, clean and sightly first-class condition and state of repair comparable to similar items in other mixed-use developments of a similar age and location in the subject submarket, in compliance with all laws, rules, regulations, orders and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Declaration and any Applicable Law.

1.1.60. "**Sub-Association**" means any residential property owners association, and any retail, commercial or office property owners associations formed (or to be formed) to oversee and administer the development and maintenance of the Lots, and each such Sub-Association shall enforce and administer separate declarations of covenants, conditions and restrictions to be recorded in the Registry which shall encumber a Lot and shall set forth covenants, conditions, restrictions, architectural review and control more particularly drafted to reflect the particular type and form of development of the particular Lot subject thereto. The plural form of this term as used in this Declaration is **"Sub-Associations."**

1.1.61. "**Sub-Association Declaration**" means additional covenants, conditions and restrictions imposed by any Sub-Association and recorded in the Registry. For the avoidance of doubt, any Sub-Association Declaration shall be subject and subordinate to this Declaration.

1.1.62. "**Subdivision Plat**" has the meaning set forth in Recital A hereto.

1.1.63. "**Tenant**" means a tenant occupying a portion of the Property under a lease with an Owner. The plural form of this term as used in this Declaration is "**Tenants**."

1.1.64. "**Unit**" means each attached or detached residential home hereafter located on the Single-Family Lot.

1.1.65. "**Utility Easement Area**" means that area depicted as the "Primary Street Utility Easement" and the area depicted as the "LCWSD Utility Easement" on **Exhibit G** attached hereto and incorporated herein. Notwithstanding anything to the contrary in this Declaration, the Declarant or the Master Association may at any time dedicate all or any part of the Utility Easement Area to any public agency, authority or public or private utility.

1.1.66. "**Utility Facilities**" means and includes private and public utility lines, systems, or facilities of any type or nature, including but not limited to wires, pipes, mains, conduits, valves, air handling units, switches, control boxes, breakers, risers, cables, fiber optic lines, shafts, drains and ducts, which supply or are used in the supply of domestic cold and hot water, sanitary sewer service, storm sewer service, storm water drainage, chilled water, condenser water, steam, steam condensate, natural gas, compressed air, conditioned and non-conditioned air, ventilation and exhaust air, electricity, fire alarm, emergency communications, systems control and automation, video and other security monitoring, telephone, television, other telecommunications systems, and other mechanical, electrical, and life safety systems, and including all meters for any of the foregoing.

All defined terms (denoted by capitalization or other indication of special definition such as quotation marks) used in this Declaration which are not defined in this **Article 1**, shall have the meaning set forth elsewhere in this Declaration.

ARTICLE 2
MASTER ASSOCIATION

2.1 Members. Each Owner shall be a Member of the Master Association; provided, however, that with respect to any Owner of a Lot, such Owner shall cease to be a Member of the Master Association at such time as a Sub-Association is formed pursuant to a separate declaration of covenants, conditions and restrictions recorded in the Registry encumbering the applicable Lot, at which time the applicable Owner shall be replaced as Member by such Sub-Association. The board of directors of any such Sub-Association shall act on behalf of all members of such Sub-Association and shall exercise all votes in the Master Association attributable to the Lot encumbered by such Sub-Association. In the event a Sub-Association is subsequently dissolved, the Owner of the Lot formerly governed by such dissolved Sub-Association shall become a Member of the Master Association. Notwithstanding anything in this Declaration or the Bylaws

to the contrary, the Owner of any separate lots created (i) in the subdivision of the Single-Family Lot for residential homesites and/or townhomes, or (ii) in the subdivision of any other Lot where Declarant has designated such subdivided parcel to remain or be included as a part of any other Lot shall not be a Member of the Master Association except in its capacity as a member of any applicable Sub-Association.

2.2 Voting. There shall be a total of 100 votes in the Master Association which shall initially be allocated to Members based on their ownership or representation of ownership of portions of the Property as follows:

Lot	Votes
1	20
2	25
3	15
4	25
5	15

In the event one or more portions of the Property represented above are subdivided and portions conveyed to persons or entities other than Declarant, the number of votes allocated hereinabove to that particular portion shall be reallocated by Declarant, in its sole discretion, between the Owner(s) of the new portion(s) and Owner(s) of the remainder of that portion of the property; provided, however, that upon the further subdivision of Lot 5, the 15 votes allocated to Lot 5 shall be further allocated proportionately based on the relative acreage of each separate Lot created within Lot 5.

Each Member of the Master Association shall elect or otherwise designate one (1) authorized representative to cast its allocated votes on its behalf at all meetings of the Master Association and on all Master Association matters. Such representative shall be presumed to be duly authorized and at all times acting upon the instructions and authorization of the Owner(s) or Sub-Association, as applicable, on whose behalf such representative is acting. Unless otherwise set forth in this Agreement, all actions or decisions to be taken or made by the Members must be authorized by Members holding at least a majority of the total amount of possible Votes.

2.3 Board of Directors. The Master Association shall be governed by the Board in accordance with the Bylaws. The Board of Directors may institute, defend, settle, or intervene on behalf of the Master Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Master Association Common Area, enforcement of this Declaration or the Bylaws, or any other civil claim or action; provided, however, that the foregoing shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Master Association or its Members.

2.4 Insurance.

(a) The Master Association, acting through the Board of Directors or its authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Master Association Common Area. If such coverage is not generally available at a reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Master Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes; and

(ii) Commercial general liability insurance on the Master Association Common Area, insuring the Master Association and its Members for damage or injury caused by the negligence of the Master Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Master Association shall obtain such additional coverages or limits; and

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law; and

(iv) Directors and officers liability coverage; and

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Master Association funds in an amount determined in the Board of Director's business judgment. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board of Directors, in the exercise of its business judgment, determines advisable.

Premiums for all insurance on the Master Association Common Area shall be included in Annual Assessments.

(b) The Master Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Lancaster County, South Carolina area. All

Master Association policies shall provide for a certificate of insurance to be furnished to the Master Association and, upon request, to each Member.

(c) The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements hereof. In the event of an insured loss, the deductible shall be included in Assessments; however, if the Board of Directors reasonably determines, after written notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, Tenants, or their guests, invitees, or licensees, then the Board of Directors may assess the full amount of such deductible against such Owner(s) as an assessment specifically against such Owner, subject to the right of such Owner to contest such assessment by appropriate legal proceedings.

(d) All insurance coverage obtained by the Board of Directors shall: (i) be written with a company authorized to do business in South Carolina; (ii) be written in the name of the Master Association as trustee for the benefitted parties; (iii) be primary and not be brought into contribution with insurance purchased by any Member or Owners, Tenants, Occupants, or their mortgagees individually; (iv) contain an inflation guard endorsement; (v) include an agreed amount endorsement, if the policy contains a co-insurance clause; (vi) provide that each Member is an insured person under the policy with respect to liability arising out of such Member's interest in the Master Association Common Area as a Member of the Master Association (provided, this provision shall not be construed as giving a Member any direct ownership interest in the Master Association Common Area other than that of a Member); (vii) provide a waiver of subrogation under the policy against any Owner, Tenant, or Occupant of any portion of the Property; (viii) include an endorsement precluding cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any curable defect or violation without prior written demand to the Master Association to cure the defect or violation and allowance of a reasonable time to cure; and (ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners or Tenants, unless such Owner is acting within the scope of its authority on behalf of the Master Association.

(e) In addition, the Board of Directors shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide (i) a waiver of subrogation as to any claims against the Board of Directors or any officers, employees or manager of the Master Association, the Owners, the Tenants, or their employees, agents, guests and invitees; (ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash; (iii) an endorsement requiring at least thirty (30) days prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal; (iv) a cross liability provision; and (v) a provision vesting in the Board of Directors exclusive authority to adjust losses; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

2.5 Manager of the Master Association. The Master Association's Board of Directors is authorized to hire a manager of the Master Association's activities and to pay a fee therefor; provided, however, that if such manager is an affiliate of Declarant or an Owner, the fee or other terms of engagement of such manager shall be no less favorable to the Master Association than

would be generally available from an unrelated third-party in the Lancaster County, South Carolina market.

ARTICLE 3
MASTER ASSOCIATION COMMON AREA AND EASEMENT RIGHTS

3.1 Construction of Project Roads and Ownership of Master Association Common Area.

(a) Declarant shall be responsible for the construction of the Project Roads and Utility Facilities within the Master Association Common Area and the Utility Easement Area. On or prior to the date on which all of the Property has been conveyed by Declarant to other Owners, Declarant and the other Owners will, if requested by Declarant, further subdivide the Property and convey the Project Roads to the Master Association. Notwithstanding the foregoing, upon Declarant's request, the Master Association shall reconvey to Declarant any unimproved portions of the Master Association Common Area which Declarant originally conveyed to the Master Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines. In addition to the foregoing, Declarant shall construct the Project Road named "Daisy Lane" on **Exhibit B** on or prior to May 8, 2024. From and after the opening of the business on the Grocery Lot and during any period that such business or a successor business is open and operating on the Grocery Lot, neither Declarant nor the Master Association shall close or materially impair the use of Daisy Lane for pedestrian and vehicular ingress, egress or regress; provided, however, that for a commercially reasonable period necessary to complete Repair Work on Daisy Lane, one lane at a time may be closed on Daisy Lane.

(b) The Master Association may enter into leases, licenses or operating agreements for portions of the Master Association Common Area, for such consideration or no consideration as the Board of Directors deems appropriate, to permit the use of such portions of the Master Association Common Area by community organizations and by others, whether nonprofit or profit, for the provision of goods or services for the general benefit or convenience of Owners, Tenants, and other occupants of the Property.

(c) Notwithstanding the recordation of any map or any other action by Declarant or the Master Association, the Master Association Common Area shall remain private property and shall not be considered as dedicated to the use and enjoyment of the general public. Notwithstanding the foregoing, Declarant (with respect to any portion of the Property owned by Declarant in fee simple and contemplated to be Master Association Common Area but not yet conveyed to the Master Association) and the Master Association (with respect to Master Association Common Area) may, at their option, (i) dedicate all or any such portions of the Master Association Common Area to the Village of Indian Land, South Carolina or Lancaster County, South Carolina, or to any other local, state or federal governmental or quasi-governmental entity, (ii) may subject all or any such portions of the Master Association Common Area to a security interest, or (iii) may transfer or convey all or any such portions of the Master Association Common Area, provided, however, that such dedication, transfer and/or conveyance as described herein (X) shall require the consent of the Declarant, if Declarant owns any portion of such Master Association Common Area, such consent not to be unreasonably withheld, conditioned or delayed, (Y) shall require the consent, not

to be unreasonably withheld, conditioned, or delayed, of the Owner of any Lot which is materially and adversely affected by such dedication (including the means of ingress or egress of vehicular or pedestrian traffic to such Lot), such consent not to be unreasonably withheld, conditioned or delayed, and (Z) shall not leave a Lot in a non-conforming status with regard to setbacks, zoning or other governmental regulations, or otherwise violate Applicable Law. The proceeds from the sale or financing of any Master Association Common Area shall be an asset of the Master Association to be used as the Board of Directors determines. No such sale or encumbrance, however, may deprive any Owner of rights of access or support.

3.2 Maintenance of Master Association Common Area.

(a) Notwithstanding Declarant's ownership of any Master Association Common Area, the Master Association shall be responsible for the upkeep and maintenance of the same as soon as they are designated as a part of the Master Association Common Area by Declarant or the Master Association or any Owner has commenced to use or has the right to use the same, subject to the terms and conditions of this Declaration. The Master Association shall maintain the Master Association Common Area at all times in accordance with the Standard. Notwithstanding anything to the contrary set forth in this Declaration, Declarant covenants and agrees to use commercially reasonable efforts to have the Project Roads accepted for maintenance by the applicable Governmental Authorities.

In the event that, prior to the date upon which Declarant has conveyed the Master Association Common Area to the Master Association pursuant to the terms hereof, Declarant's interests under this Declaration have been foreclosed upon and the Master Association Common Area immediately abutting a Lot and critical in the operation of such Lot are not being properly maintained to the Standard, or if at any time the Master Association does not maintain such area to the Standard, the Owner(s) of such abutting and affected Lot may, upon no less than thirty (30) days (or such longer period as would be reasonably necessary to perform such obligations using diligent, good- faith efforts) notice to Declarant's successor and the Master Association elect to perform such maintenance obligations as to the applicable portion of the Master Association Common Area, and may seek reimbursement for the reasonable expenses of performing such maintenance from the Master Association.

(b) Notwithstanding anything in this Declaration to the contrary, some portions of the Master Association Common Area may consist of open space or conservancy areas (including "tree save" areas) intentionally left in a natural or relatively undisturbed state. The level of maintenance that the Master Association provides to the Master Association Common Area may vary from a high level of landscaping and regular, weekly maintenance to intermittent or no maintenance, depending on the nature and intended use of the particular open space area. Open space or other natural areas may serve as habitats for a variety of native plant, animal and insect species, and may contain creeks, fallen trees and other naturally occurring conditions, some of which may pose hazards to persons or pets coming in contact with them. Neither the Master Association nor the Declarant shall have any responsibility for providing maintenance in such areas or taking action to abate such conditions, unless required by Applicable Law.

3.3 Owners' and Tenants' Easements of Enjoyment. Subject to any rights of Declarant and the Master Association as set forth in this Declaration, every Owner and Tenant shall have a non-exclusive right and perpetual easement of use and enjoyment in and to the Master Association Common Area (including the Project Roads) and the Utility Easement Area (including the Utility Facilities serving the relevant portion of the Property), which right and easement shall be appurtenant to and pass with the title to every portion of the Property, subject to the following:

(a) The right of the Master Association to promulgate and enforce reasonable regulations governing the use of the same to ensure the safety and rights of all Owners and Tenants, which regulations shall apply on a uniform basis to all Owners and Tenants.

(b) The right of the Master Association to dedicate or transfer all or any part of the Master Association Common Area, Designated Maintenance Items, Utility Facilities and the Utility Easement Area to any public agency, authority or public or private utility, subject to the terms and conditions of this Declaration.

(c) The right of the Master Association to mortgage, pledge or otherwise hypothecate or encumber any or all of its real or personal property as security for money borrowed or debts incurred.

(d) The right of the Master Association to grant easements over, across and under the Master Association Common Area as provided in this Declaration.

(e) Declarant shall have, for its benefit, easements for ingress, egress, use and enjoyment over, in, to, under and throughout the Master Association Common Area.

3.4 Master Association's Maintenance Easements. The Master Association, its successors and assigns, shall have an easement over the Master Association Common Area and the Utility Easement Area for the purpose of installing, maintaining, repairing, replacing, operating, inspecting, using and administering landscaping (including, but not limited to, trees, shrubbery, grass and flowers), lighting, sprinkler and irrigation systems, sidewalks, utility lines, stormwater detention ponds and any other Designated Maintenance Items located within the Master Association Common Area or the Utility Easement Area. No fences, driveways or any structures or improvements of any kind or type shall be permitted in such areas other than those initially installed by Declarant or Designated Maintenance Items installed by the Master Association, or otherwise approved in writing by the Master Association. The Master Association shall at all times have the right of access for its employees, agents and contractors over the Master Association Common Area and the Utility Easement Area for the purpose of planting, mowing, maintaining, repairing and replacing the area within the Master Association Common Area or the Utility Easement Area as required pursuant to the terms and conditions of this Declaration. The Master Association shall also maintain the Designated Maintenance Items in the medians, islands and entrance ways located within the rights-of-way of public streets within the Project.

3.5 Declarant's and Master Association's Construction and Utility Easements. Declarant hereby reserves, for the benefit of Declarant and the Master Association, permanent

easements for construction, installation, maintenance, repair, replacement, operation, inspection, use and administration of driveways, sidewalks, walkways, parking areas, signage, public and private water/sewer lines, gas lines, cable television lines, telephone lines and other communication lines, electric power lines, sanitary sewer and storm drainage facilities, including stormwater detention ponds, and other utility installations and for environmental protection of trees and wetlands in, to, over and under the Master Association Common Area and the Utility Easement Area and in any other areas of the Property shown on recorded plats of the Property. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, pumping stations and tanks within the Master Association Common Area and the Utility Easement Area. Such rights may be exercised by any contractor or licensee of Declarant or the Master Association.

(a) In the event it is determined that other and further easements are required over any portion of the Property in locations not shown on any recorded plat, such easements may be established by Declarant, except that if any such easements are reserved or established after the conveyance of such portion of the Property to be affected thereby, the written consent of the Owner or Owners of such portion of the Property and of the mortgagees under mortgages constituting a lien thereon shall be required, such consent not to be unreasonably withheld, conditioned or delayed.

(b) Declarant or the Master Association may, without consent or approval of any Owner, grant or convey any of the easement rights hereinabove reserved for the purposes set forth herein to any person, public or private utility or service company or any agent of Declarant or the Master Association. The Master Association and Declarant shall have the right, power and authority to grant easements and rights-of-way for the installation and maintenance of drainage facilities and of utilities, whether private, public or quasi-public, including cable television, telephone, electric, water, gas, sanitary sewer and storm drainage upon, over, under and across any Master Association Common Area and the Utility Easement Area without the consent of the Members when such easements are required or reasonably necessary for the development and/or convenient use and enjoyment of the Property and will not unreasonably interfere with the overall use and enjoyment of the Master Association Common Area or the Utility Easement Area as determined in the sole discretion of the party exercising such authority. No structure, planting or other material shall be placed or permitted to remain within any easements provided for above that may interfere with the installation of sewage disposal facilities and utilities or that may change the direction of flow or drainage channels in the easements or that may obstruct or retard the flow of water through drainage channels in the easements.

(c) Declarant hereby reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface or subsurface water in order to maintain reasonable standards of health, safety and appearance; provided, however, that Declarant shall not have any obligation to exercise such right, except as otherwise provided in this Agreement and except as required pursuant to Applicable Law. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its prior

condition as near as practicable. Declarant shall give reasonable advance written notice of its intent to take such action to all affected Owners, unless an emergency exists which precludes such notice.

3.6 Declarant's Easement to Inspect. Declarant reserves for itself the right to inspect any structure, improvement or condition which may exist on any portion of the Property, including individual lots therein, which structure, improvement or condition Declarant reasonably believes is in violation of this Declaration or otherwise creates a nuisance at the Property, and a perpetual, non-exclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto any portion of the Property owned by an Owner other than Declarant or the Master Association shall be only after reasonable advance notice to such Owner, shall only occur during normal business hours, Monday through Friday, at a time when a representative of Owner is available and present to meet with Declarant, and no entry into a structure shall be permitted. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

To the extent that this Article 3 establishes easements for the benefit of Declarant or the Master Association, Declarant or the Master Association, as applicable, shall have all rights and privileges reasonably necessary to exercise such easements; provided, however, that Declarant or the Master Association, as applicable, shall take reasonable measures to minimize any damage to the Property, or material inconvenience to Owners, as a result of its exercise of such easement rights, and Declarant or the Master Association, as applicable, shall use commercially reasonable efforts to ensure that the exercise of such easement rights do not unreasonably and materially interfere with the intended use of any portion of the Property. Declarant or the Master Association, as applicable, in exercising any such easement rights, shall be obligated to promptly repair any damage caused by the exercise of such rights.

3.7 Encroachments. Declarant hereby reserves for the benefit of each Owner and their respective successors and assigns non-exclusive perpetual easements (a) for minor vertical and horizontal encroachments over adjoining property not owned by such Owner that will not substantially interfere with the property encroached upon and that are (i) necessary in order to perform any construction, reconstruction, renovation or Repair Work to such Owner's Lot, or (ii) created by settling, shifting or other causes of movement, and (b) for overhangs.

3.8 Emergency Easements. Declarant hereby reserves for the benefit of Declarant, the Master Association and each Owner, and their respective successors and assigns, the right and easement over, through and across the Project for emergency ingress and egress to and from any other portion of the Project, in the event of fire or other emergency. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons now or hereafter servicing the Project, to enter upon all sidewalks, walkways and other public access ways located within the Project in performance of their duties. Each Owner shall be entitled to, and is hereby granted, a non-exclusive easement for ingress and egress to any Lot in the event of any emergency for the purpose of protecting such Owner's Lot, any Utility Facilities serving such Lot and any persons in, on, or about such Lot, and for making emergency repairs that are necessary to prevent damage to a Lot (or any Improvements therein or thereon). If reasonably practicable, the affected Owner shall be warned of the impending entry, as early as possible.

3.9 Easement for Services. Each governmental agency and utility service provider shall be entitled to, and is hereby granted, a blanket, perpetual and non-exclusive easement in, upon, over, across and through the public spaces and easement areas within the Lots, for the purpose of maintaining, repairing, servicing and replacing all Utility Facilities and other items in the nature of Utility Facilities that are owned by such agency or utility provider, which such governmental agency or utility service provider is responsible for maintaining, repairing, servicing, or replacing. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph shall be exercised only during reasonable hours and then, whenever practicable, only after advance notice to and with permission of the Owner(s) directly affected thereby. It shall be a condition of such easement that any installation, replacement or repair shall be performed so as to conceal the Utility Facilities and the patches and other visible evidence of the work to the fullest extent reasonably practical.

3.10 MF Shared Driveway. The Multifamily Lot Owner shall construct or cause to be constructed the MF Shared Driveway on or before May 8, 2024 in conjunction with the development of improvements on the Multifamily Lot and otherwise in accordance with a development schedule to be approved by Declarant and the Grocery Lot Owner. The Grocery Lot Owner is hereby granted a perpetual easement for pedestrian and vehicular ingress, egress and regress over, upon and across the MF Shared Driveway. The Multifamily Lot Owner shall be responsible for maintaining, repairing and replacing the MF Shared Driveway in accordance with the Standard at its sole cost and expense, notwithstanding such shared use. Further, the MF Shared Driveway shall not be closed or relocated without the prior written consent of Declarant or the Master Association and the Grocery Lot Owner.

3.11 Pylon Signs.

(a) Declarant reserves the right and easement to construct, use and maintain (i) a pylon sign in the location noted on the Signage Exhibit as "Sign A Location" ("**Pylon Sign A**"), (ii) a pylon sign in the location noted on the Signage Exhibit as "Sign B Location" ("**Pylon Sign B**") and (iii) a pylon sign in the location noted on the Signage Exhibit as "Sign C Location" ("**Pylon Sign C**" and together with Pylon Sign A and Pylon Sign B, the "**Pylon Signs**" and each a "**Pylon Sign**").

(b) Declarant shall construct either Pylon Sign A or Pylon Sign B comparable to the rendering attached as Exhibit D-1. Once constructed, Pylon Sign A and Pylon Sign B will include the Project name, three (3) panels for the tenant(s) of the Grocery Lot, and no more than five (5) additional panels/placards for other tenants in the Project.

(c) Declarant has the option of constructing Pylon Sign C. Any panels on Pylon Sign C below the panel(s) dedicated to the Project at large and the panel(s) for the Grocery Lot Owner shall be divided equally between Declarant and the Grocery Lot Owner. Further, if Declarant does not construct Pylon Sign C on or prior to April 1, 2024, then the Grocery Lot Owner shall have the right to construct a monument sign solely advertising Lowes Foods in the proposed location of Pylon Sign C (a "**Grocery Exclusive Sign**").

(d) Upon construction, any Pylon Sign shall only advertise portions of or businesses within the Project. The specifications and design elements for any Pylon Sign shall be in the sole discretion of the Declarant prior to the Design Review Transfer Date and in the sole discretion of the Design Review Board thereafter; provided, however, that any Pylon Sign shall be in compliance with Applicable Law and no Pylon Sign shall exceed 11 feet in height without the prior written approval of the Design Review Board and the Owner of the burdened Lot.

(e) Excluding rights granted to the Grocery Lot Owner under the following Section 3.11(g), no Owner is guaranteed a panel on any Pylon Sign. If any Owner desires to have a panel on such sign, such Owner shall enter into a separate agreement with Declarant (or the Master Association after the Design Review Transfer Date) with respect thereto (each a "**Signage Agreement**" and collectively, the "**Signage Agreements**").

(f) Excluding any Grocery Exclusive Sign (which shall be at the sole cost of the Grocery Lot Owner), all costs of the Pylon Signs (including, without limitation, the cost to construct the Pylon Sign) shall be allocated between the Owners having panels thereon in such proportions as the Declarant (or the Master Association, as applicable) deems appropriate and as set forth in the Signage Agreements.

(g) Notwithstanding the foregoing, the Grocery Lot Owner shall have the right to place advertisements exclusively for the tenant of the Grocery Lot on the top panel on any Pylon Sign, below the panel(s) advertising the Project at large, and otherwise in accordance with a Signage Agreement to be entered into by the Grocery Lot Owner and Declarant (or the Master Association, if applicable).

3.12 Commercial Shared Driveway Access Easement. The Grocery Lot Owner shall construct or cause to be constructed the Commercial Shared Driveway in conjunction with the development of improvements on the Grocery Lot and otherwise in accordance with a development schedule to be approved by Declarant and the Multifamily Lot Owner. Declarant, as the current Grocery Lot Owner, hereby grants to the Multifamily Lot Owner a perpetual easement across the Grocery Lot for pedestrian, vehicular and truck access, ingress, egress and regress over, upon and across the Commercial Shared Driveway. The Grocery Lot Owner shall be responsible for maintaining, repairing and replacing the Commercial Shared Driveway in accordance with the Standard at its sole cost and expense, notwithstanding the shared use of the Commercial Shared Driveway. Further, the Commercial Shared Driveway shall not be closed or relocated without the prior written consent of Declarant (or the Master Association, as applicable) and the Multifamily Lot Owner.

3.13 Additional Easements. If at any time after the date hereof (i) additional emergency exits are required by law or by insurance underwriting requirements generally applicable to residential and/or retail projects, or (ii) any additional easements for access to or use, repair, and replacement of Utility Facilities now or hereafter existing are reasonably necessary for the use and operation of any one or more Lots (or any portion of any Improvement therein or thereon), or (iii) any additional easements are required to complete any restoration required under this Declaration, or (iv) any other additional easements are necessary or desirable to effectuate the purposes of this Declaration, each Owner shall, within a reasonable time after written request therefor by any other

Owner, grant such easement; provided (A) no Owner granting any such easement is required to construct Improvements, expend any monies, or incur other material liabilities in order to provide such easement (other than costs paid solely by the Owners for whose benefit such easement is to be granted, or by all the Owners if the easement is required for the Project as a whole), (B) such easement will not materially increase expenses, or create any material additional expenses, for any portion of the Project (unless permanently allocated to and paid by the Owner or Owners for whose benefit such easement is to be granted), (C) the use of such easement will not unreasonably interfere with the operation, use or enjoyment of the granting Owner's Lot or violate or interfere with the rights or interests of such Owner's Permittees, and (D) such easement is approved by any Mortgagee with approval rights over the same. The Owners requesting any such easement shall pay all costs and expenses in connection with the approval and granting of any such easement, including all engineering fees, recording charges, and legal fees and expenses reasonably incurred by the Owners or any of them in connection therewith. If new easements are created, this Declaration shall be amended, if necessary, by the Owners, and such easements shall have the same force, effect and priority as if such easements were originally contained herein.

3.14 Easements Deemed Appurtenant. The easements, uses, and rights created herein for an Owner shall be appurtenant to its Lot, and all conveyances of and other instruments affecting title to a Lot (or any portion thereof) shall be deemed to grant and reserve the easements, uses and rights provided for herein, even though no specific reference to such easements, uses, and rights appears in any such instrument. Each Owner whose Lot is subject to an easement created by this Declaration may use the easement area for any purposes permitted in this Declaration not inconsistent with such easement and shall also have the right to temporarily interrupt the use of such easements as may be necessary in order to perform Repair Work to its Lot, provided that the temporary interruption does not materially interfere with the use and occupancy of another Owner's Lot. Each Owner shall have the right to relocate any easement burdening its property at its expense, so long as it provides an adequate replacement easement which does not materially interfere with the use and occupancy of another Owner's Lot.

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Assessments for Maintenance Fund. The Owner or Owners of each Lot (prior to formation or subsequent to any dissolution of any Sub-Association representative of any of them) covenant and agree to pay to the Master Association, and each Sub-Association covenants and agrees to collect from each Owner within each Lot overseen and administered by such Sub-Association, and every Owner covenants, and each subsequent Owner of any portion of the Property, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Master Association or through payment to any applicable Sub-Association and subsequent payment to the Master Association:

(a) Annual assessments or charges for the creation and continuation of a maintenance fund to pay the Shared Expenses (the "**Annual Assessments**");

(b) Special assessments as approved by the Master Association, to be established and collected as hereinafter provided (the "**Special Assessments**").

4.2 Purpose. Except as hereinafter provided, the Assessments levied by the Master Association shall be used to pay the ongoing cost of and shall be used exclusively for the maintenance, repair, replacement, reconstruction, replenishment, restoration, administration, insuring, securing, cleaning and operation of the Designated Maintenance Items and the Master Association Common Area, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against any such property, the cost of snow removal, the cost of trash removal, the procurement and maintenance of insurance in accordance with the terms hereof and the Bylaws, the employment of attorneys to represent the Master Association when necessary, payments of principal and interest on funds borrowed for Master Association purposes and such other needs as may arise.

Without limiting the generality of the above-described purposes, the Master Association shall be responsible for performing the following in a diligent and reasonable manner, and the Assessments levied by the Master Association may be used for the following purposes:

(a) To maintain the Master Association Common Area in accordance with the Standard.

(b) To keep the Master Association Common Area clean and free from refuse and debris, to maintain the amenities in a clean and orderly condition and to maintain the landscaping therein in good condition and appearance, including any necessary removal and replacement of landscaping.

(c) To pay all ad valorem taxes levied against the Master Association Common Area and any other property owned by the Master Association.

(d) To pay the premiums on all hazard insurance, public liability insurance and officers' and directors' liability insurance carried by the Master Association.

(e) To pay legal, management, accounting and other professional fees incurred by the Master Association in carrying out its duties as set forth herein or in the Bylaws (provided that fees payable to affiliates or employees of Declarant or an Owner shall be no less favorable to the Master Association than would generally be available from unrelated third parties in the subject submarket).

(f) To maintain the signs and landscaping in the Master Association Common Area.

(g) To maintain all Designated Maintenance Items.

(h) To provide such maintenance in addition to that provided by the applicable governmental authorities with respect to public streets and roads located within the Property as the Master Association shall deem appropriate, including the clearance of storm drainage inlets to remove debris, and to provide such maintenance to any public streets and roads to the extent such

public streets and roads are not maintained by the appropriate Governmental Authority in a manner deemed reasonably appropriate by the Board of Directors.

(i) To pay for the cost of street light lease charges, if any, and any other charges for electricity usage and/or bulb and light fixture repair and replacement for streetlights located within public or private rights-of-way within the Property

4.3 Annual Assessments. The Annual Assessments for each Member for each calendar year shall be determined by dividing the number of votes to which each Member is entitled on January 1 of each year by the total number of votes and multiplying the percentage so obtained by the total of the Shared Expenses for such calendar year determined as hereinafter set forth. The Board of Directors shall establish the Annual Assessment amounts pursuant to the terms of this Declaration. Any Annual Assessments established by the Board of Directors shall continue thereafter from year to year as the Annual Assessment until changed by said Board of Directors in accordance with the terms and conditions of this Declaration. Each calendar year, the Board of Directors shall provide each Member with a copy of the proposed budget for the Annual Assessments for the upcoming calendar year at least thirty (30) days prior to the start of each fiscal year of the Master Association in accordance with the Bylaws, which proposed budget shall be subject to adjustment based upon the actual Annual Assessments. The Annual Assessments may include a contingency reserve for replacement and repair in a reasonable amount for each year, which reserve, if not expended, would be treated the same as excess funds. If, for any given calendar year, excess funds remain after payment of all expenditures for such calendar year, then such excess funds may be applied in payment of expenditures in succeeding calendar years or to the contingency reserve in the discretion of the Board of Directors. The Annual Assessments shall commence as to an applicable Lot on the earlier of the date that Declarant commences development on such Lot or the date that such Lot becomes owned by a party other than Declarant. Further, and notwithstanding the foregoing, excluding Non-Controllable Expenses, if the proposed budget for the Annual Assessments for the upcoming calendar year exceeds the then-current budget by more than 5% year-over-year, the amount over such threshold shall require approval of at least seventy-five percent (75%) of the Master Association votes set forth in Section 2 of Article II hereof as then allocated. Pending such approval, the then-existing budget and increases therein up to the 105% threshold will be the controlling budget.

4.4 Special Assessments. In addition to the Annual Assessments authorized above, except as otherwise set forth in this Declaration, the Master Association may levy, in any assessment year, Special Assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Master Association Common Area, including, but not limited to, the construction, repair or replacement of fixtures and personal property related thereto, any Designated Maintenance Items which constitute capital improvements, or any private water or sewer or stormwater drainage line owned by Declarant or the Master Association which constitute capital improvements, repayment of indebtedness and interest thereon, providing funds to pay for unforeseen or unbudgeted expenditures for capital improvements, borrowing the funds to make the Property comply with zoning ordinances, and borrowing of money for capital improvement and pledging or mortgaging of Master Association property as security for loans; provided, however, that any such Special Assessment(s) shall require the approval of the Members representing at least eighty percent (80%) of the total votes

of the Master Association as set forth herein, as then allocated. Special Assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessment. For the purposes of this section, a "capital improvement" means discretionary additions or upgrades that are typically characterized as "capital improvements" under GAAP to the Master Association Common Area, not including required maintenance, repairs or replacements to the Master Association Common Area. The proportion of such Special Assessment(s) applicable to each Member shall be determined by dividing the number of votes to which each Member is then entitled to by the total number of votes allocated to all Members and multiplying the percentage so obtained by the total Special Assessment(s).

4.5 Collection; Due Date. Unless otherwise provided herein, Annual Assessments and Special Assessments shall be collected annually, semi-annually in two (2) equal installments, or monthly in twelve (12) equal installments as determined by the Board of Directors. Unless otherwise provided herein or specified by the Board of Directors, Annual Assessments and Special Assessments shall be due and payable thirty (30) days after being billed to any Member by the Master Association. Late billing for a portion of any Assessments shall not affect an Owner's obligation to pay the same.

4.6 Notice and Quorum. With respect to any action under this Article 4 that requires Member consent, written notice shall be provided and any such meeting conducted in accordance with the Bylaws.

4.7 Effect of Nonpayment of Assessments. Any Assessments not paid within thirty (30) days after the due date shall be considered delinquent and will bear interest from the due date at the rate of ten percent (10%) per annum or the maximum interest rate permitted to be legally charged under the laws of the State of South Carolina at the time of such delinquency (but not exceeding eighteen percent (18%) per annum), whichever is greater. In addition to such interest charge, any delinquent Member shall also pay such late charges as may have been theretofore established by the Board of Directors of the Master Association to defray the costs of late payment. For so long as an Assessment or any other amount due and payable by a Member under this Declaration remains delinquent, all rights of the delinquent Member under this Declaration or the Bylaws, including such Member's right to vote on any matters relative to the Master Association or the Property, shall automatically be deemed suspended in all respects, and shall only be deemed reinstated unless and until such time that the Member has paid all such delinquent amounts in full, together with any interest and late charges incurred in connection therewith. In addition to all other rights and remedies available at law or in equity, the Master Association, its agent or representative, or the applicable Sub-Association, its agent or representative, may bring an action at law against any Member personally obligated to pay the same and may bring an associated claim of lien against the subject Property in accordance with applicable law and foreclose any such lien in accordance with applicable law. Interest, late payment fee, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such Assessments. No Member, Sub-Association, or Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of their or its portion of the Property or by non-use of the Master Association Common Area.

4.8 Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any First Mortgage on a portion of the Property. The sale or transfer of any portion of the Property shall not affect any assessment lien, but the sale or transfer of any portion of the Property which is subject to a mortgage or deed of trust to which the lien of the assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such portion of the Property from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this subsection.

4.9 Exempt Property. All property dedicated to, and accepted by, a local public authority for operation and maintenance shall be exempt from any provision of this Declaration, except that the foregoing shall not prevent the Master Association from maintaining any public streets and roads in accordance with this Declaration to the extent such public streets and roads are not maintained by the appropriate Governmental Authority in a manner deemed reasonably appropriate by the Board of Directors. All of the Master Association Common Area shall also be exempt from the Assessments created herein.

ARTICLE 5
MAINTENANCE OF TRACTS

5.1 Owner and Sub-Association Maintenance Obligations. Each Owner or Sub-Association, as applicable, shall maintain the grounds and any Improvements situated on its Lot, including, but not limited to, plantings, landscaping, hedges, buffer and screening areas, natural areas, fencing, walls, roofs, windows, siding, lawns, driveway entrances, driveway bridges, driveways and any portion of any public or private drainage easement affecting such portion of the Property as shown on any recorded map of the Property, in accordance with the Standard. Each Owner or Sub-Association, as applicable, shall also maintain and repair, at its sole cost and expense, any underground and above ground lines, equipment and facilities for the delivery of utility services, which includes, but is not limited to, storm water, sanitary sewer, water (fire and domestic), sprinkler and irrigation, gas, electrical, cable television, telephone and other communication lines located on such Owner's or Sub-Association's Lot which exclusively serve such Lot, unless the same is otherwise maintained by a public utility company or Governmental Authority. To the extent that any such utility lines, equipment and facilities which exclusively serve a Lot cross another portion of the Property not owned by the Owner of such Lot, the Owner or Sub-Association, as applicable, of the Lot that is exclusively served by such utility lines, equipment and facilities shall maintain and repair, at its sole cost and expense, such utility lines, equipment and facilities, unless the same has been dedicated to and accepted for public maintenance purposes by, or are otherwise maintained by, a public utility company or Governmental Authority. Trash, garbage or other waste will be disposed of as directed by Master Association and in accordance with Applicable Law. The Owner of any Lot or the applicable Sub-Association will prevent rubbish from accumulating on its Lot and will prevent any rubbish on its Lot from being blown or carried by the wind or otherwise transported onto other Lots or the surrounding public areas.

5.2 Failure to Perform. Upon an Owner's or Sub-Association's failure to perform any of the obligations set forth in this Article 5 within ten (10) days (or such longer period as would be reasonably necessary to perform such obligations, provided that such Owner or Sub-Association, as applicable, is using diligent, good-faith efforts to perform such obligations to completion) following the delivery of written notice thereof from the Master Association to the last known address for such Owner or Sub-Association, as applicable, the Master Association may, at its option, after approval by a majority vote of the Board of Directors, perform such obligations on behalf of the Owner or Sub-Association, as applicable. All expenses of the Master Association incurred under this Article shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner or Sub-Association of such Lot, and any expenses so incurred by the Master Association shall incur interest and late fees in the manner described in Section 4.7 above until reimbursed by the defaulting Owner or Sub-Association. The Master Association or its agents or employees may enter any portion of the Property to perform the maintenance and repairs set forth herein and such entry shall not be a trespass. For so long as such obligations remain unperformed or if the Master Association performs such obligations on behalf of the defaulting Owner or Sub-Association, all rights of the defaulting Owner or Sub-Association under this Declaration or the Bylaws, including such Owner's or Sub-Association's right to vote on any matters relative to the Master Association or the Property, shall automatically be deemed suspended in all respects, and shall only be deemed reinstated unless and until such time that the defaulting Owner or Sub-Association has performed its obligations hereunder or, in the case of the Master Association having performed such obligations on behalf of the defaulting Owner or Sub-Association, reimbursed the Master Association for any related expenses incurred by the Master Association (together with interest and late charges incurred thereon).

5.3 Repairs and Restoration in the Event of a Casualty. In the event any of the Improvements on a Lot are damaged by fire or other casualty (whether insured or not), the relevant Owner or Sub-Association of such Lot shall promptly remove the debris resulting from such event and, within a reasonable time thereafter, shall either (a) promptly repair or restore the Improvements so damaged, such repair or restoration to be performed in accordance with all provisions of this Declaration (including, without limitation, the review and approval of all plans and specifications therefor by the Design Review Board; provided, however, that all plans and specifications of the original construction of the Improvements shall be deemed approved by the Design Review Board in the event of reconstruction of the Improvements so damaged by fire or other casualty), or (b) erect other Improvements in such location, provided all provisions of this Declaration are complied with (including, without limitation, the review and approval of all plans and specifications therefor by the Design Review Board), or (c) demolish the damaged portion of such Improvements, remove all rubbish, and pave or grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition. Each applicable Owner shall have the option to choose among the aforesaid alternatives, but each applicable Owner shall be obligated to perform promptly one of such alternatives.

ARTICLE 6
RESTRICTIONS

6.1 Obstructions. There shall be no obstruction of the Master Association Common Area, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered,

constructed or planted in, or removed from such areas, without the prior written consent of the Master Association.

6.2 Restricted Actions. No Owner or Tenant shall permit anything to be done or kept on the Property that will result in the cancellation of or increase in the cost of any insurance carried by the Master Association, or that would be in violation of any law. No waste shall be permitted in the Master Association Common Area. Each Owner and Tenant shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other applicable governmental rules and restrictions.

6.3 Signs. Excluding the Pylon Signs, no sign of any kind, including free-standing signs and building- mounted signs, shall be displayed on any portion of the Property (or displayed within a building on a Property and visible from the exterior thereof) without the written consent of the Design Review Board, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, (a) nothing herein shall act to restrict or prohibit Declarant or the Master Association from erecting and maintaining directional and other signs relating to the use of the Property, including, but not limited to, signs and billboards advertising the Property or portions thereof, (b) all signs erected and maintained on at the Property must conform with the Standard and (c) the Master Association and Declarant shall have the right to install signs in the Master Association Common Area. Further, with respect to the Residential Lots only, the following signs shall be permitted: (d) one sign per residential Unit not to exceed 144 square inches indicating that the Unit is monitored by an alarm or monitoring service; (e) not more than two (2) "political signs" per Unit as defined under Applicable Law, the maximum dimensions of any such sign shall not exceed 24 inches by 24 inches (and provided, further, that any political signs may not be displayed on a Unit earlier than forty-five (45) days before the applicable election and must be removed not later than seven (7) days after the election day); (f) one United States flag or South Carolina state flag per Unit which does not exceed 3' x 5' in dimension and is mounted on a flag pole approved by the Design Review Board; or (g) one temporary "for sale" sign, provided that the maximum dimensions of any such sign shall not exceed 36 inches by 36 inches and (h) with respect to the original developer of the Residential Lots, such developer's standard marketing signs and banners. Flags shall be allowed on the Grocery Lot subject to the consent of the Design Review Board, which consent shall not be unreasonably withheld, conditioned or delayed. Each Owner or Tenant that is specifically allowed by the Design Review Board to have an individual sign or sign panel at the Property shall be responsible, at its sole cost and expense, for obtaining all necessary governmental permits and approvals for such signage and for constructing, installing, maintaining, repairing and replacing such signage, as well as ensuring the same remains in first-class condition and is otherwise in accordance with applicable governmental requirements.

6.4 Parking. Each Lot shall be independently parked and no cross-parking easements are granted hereby; provided, however, that this Declaration shall not prevent the Owners from entering into separate cross-parking agreements.

6.5 Subdivision. No Owner or Sub-Association shall be permitted to subdivide its Lot into separate parcels without the prior written consent of Declarant, so long as Declarant or any affiliate of Declarant shall own any portion of the Property, and thereafter, without the prior written

consent of the Board of Directors; provided, however, that the Retail Lot may be subdivided into up to five (5) parcels without further approval hereunder and the Single-Family Lot may be subdivided into residential lots without further approval hereunder. Further, it is understood that, subject to approval by Governmental Authorities, Declarant will revise the Subdivision Plat and the Site Plan to reflect the final construction of the Project Roads and that the legal descriptions of the adjacent Lots will be adjusted accordingly. Each Owner shall have the right to review and comment on such post-construction update to the Site Plan; provided, however, that such Owner provides any comments within five (5) business days after its receipt of the proposed updated Site Plan. Further, each Owner agrees to cooperate in good faith with any deeds or other agreements associated with any approved update to the Subdivision Plat and the Site Plan.

6.6 Rezoning. No Owner shall rezone its portion of the Property or obtain any zoning variance or waiver without the prior written consent of Declarant, so long as Declarant shall own any portion of the Property, and thereafter, without the prior written consent of the Board of Directors; provided, however, Lot 1 may be rezoned without further approval hereunder.

6.7 Damage to the Master Association Common Areas. Each Owner shall be liable to the Master Association or Declarant for damage to property owned by the Master Association or the Declarant, as the case may be, which is caused by the negligence or willful misconduct of such Owner, or any of its Tenants, guests, agents, contractors, employees or invitees. Each Owner will be held responsible for any sums expended by the Declarant or Master Association to repair such damage.

6.8 Rules of the Master Association. The Board of Directors shall have the power and authority to promulgate rules and regulations to enable the Master Association to carry out the letter and intent of this Declaration. Each Sub-Association shall be responsible for distributing such rules and regulations to its members. All Owners shall abide by all rules and regulations so adopted by the Board of Directors from time to time. The Board of Directors shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and any Owner violating such rules and regulations shall be liable to the Master Association for all damages and costs, including reasonable attorneys' fees, resulting from such violations. Any rules and regulations imposed on the Property or any portion thereof shall apply uniformly to the Property or the designated portion thereof (e.g., uniformly to the Commercial Lot or the Residential Lots).

6.9 Waste; Prohibition Against Dumping. No portion of the Property may be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any portion of the Property except on a temporary basis in sanitary containers. No dumping of trash, garbage, sewage, sawdust, organic or inorganic waste or other similar materials shall occur and no unsightly or offensive material shall be placed on the Master Association Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Master Association Common Area. In addition, the following types of activities are prohibited, unless authorized by the Master Association or Declarant:

(a) Dumping backfill into the Master Association Common Area;

(b) Excavating soil from the Master Association Common Area;

(c) Parking in the Master Association Common Area, except as otherwise designed by Declarant or, in the event Declarant no longer owns any portion of the Property, the Board of Directors;

(d) Common stacking or storing supplies or equipment in the Master Association Common Area.

(e) Changing site grade so as to cause drainage problems in the Master Association Common Area;

(f) Locating temporary construction buildings in the Master Association Common Area; and

(g) Disposing of toxic or hazardous materials in the Master Association Common Area.

Notwithstanding the provisions of this Section, the Master Association may establish and maintain, from time to time within any Master Association Common Area, storage areas for mulch piles, stacked firewood, rocks and other natural materials for the use and benefit of the Master Association Common Area.

6.10 Open Space. Notwithstanding any provisions of this Declaration to the contrary, any portion of any Lot designated as "Open Space," "Open Area," "No-Build Area" or "Natural Area" on any plat of the Property heretofore or hereafter duly recorded in the Registry shall be restricted as a permanent open space, and shall be maintained by the applicable Owner or Sub-Association in its natural or relatively undisturbed state, subject to any further restrictions and/or obligations imposed by the Declarant or the Master Association with respect to the use and maintenance of such open space and the natural features (including trees and vegetation) thereon.

6.11 Septic Systems. No on-site septic system or sanitary sewer treatment facility will be permitted on any Lot.

6.12 Restrictive Covenant. The restrictive covenants and exclusive use provisions set forth on **Exhibit H** and **Exhibit I** attached hereto and incorporated herein shall apply in accordance with the terms thereof. Further, the Retail Lot is hereby encumbered with (i) a view corridor in the general area depicted on **Exhibit J** attached hereto and incorporated herein, within which no buildings shall be constructed, and (ii) a restriction providing that no building or other structure on the Retail Lot shall contain more than one (1) story (non-sales mezzanines shall be permitted) or have a height in excess of twenty-five (25) feet above the level of the centerline of the adjacent road surface of Charlotte Highway (U.S. Highway 521); provided, however, that any such building may have façade architectural features above such building's front entrance of up to thirty (30) feet above such level.

ARTICLE 7
CONSTRUCTION OF IMPROVEMENTS AND ARCHITECTURAL CONTROL

7.1 Construction of Improvements. Notwithstanding anything contained within this Declaration to the contrary, no Owner (other than Declarant, the Master Association, or any institutional builder designated as exempt by Declarant in its sole discretion, each of which shall be exempt from the requirements of this Article 7) shall undertake on any portion of the Property (i) any construction of any Improvement(s) or other structures, which shall include any staking, clearing, underbrushing, excavation, grading or other site work, (ii) the initial installation of any landscaping, plantings, trees or shrubs or any material alterations thereto, other than general maintenance of landscaping located pursuant to previously approved landscaping plans, or (iii) any exterior modification, change or alteration of any portion of the Property or any Improvements located thereon, whether functional or decorative, unless and until the requirements below in this Article 7 have been fully met, and the Design Review Board has rendered a final decision pursuant to this Article 7. In determining acceptable construction materials, which determination shall be in the Design Review Board's sole discretion, the Design Review Board may take into consideration the desire for high quality aesthetic appeal and long-term value both in utility and appearance. The Design Review Board may refuse approval of plans, location, exterior color or finish or specifications for any reason, including purely aesthetic reasons. Notwithstanding the foregoing, the Design Review Board's review of landscaping plans for the Residential Lots shall be limited to landscaping which is located on or is visible from the perimeter of the applicable Residential Lot, other than retained trees.

7.2 Building Setback Lines. All Improvements shall conform to the setback, sideline and rear yard requirements, including stream buffer lines, required by applicable zoning laws and other governmental requirements, as indicated on any recorded plat for the applicable portion of the Property or as required by the Design Review Board on the approved plans and specifications for the Improvements to be constructed on any portion of the Property.

7.3 New Construction. Construction of new Improvements only shall be permitted on the Property, it being the intent of this covenant that all Improvements on any portion of the Property shall be defined as and have the overall appearance of new construction. This shall not preclude, at the sole discretion of the Design Review Board, the use of reclaimed materials or portions of "old" structures (e.g., hand hewn beams, antique doors, slate shingles, antique accent windows, etc.) which may be as an integral part of the architectural character of the overall Improvements on such portion of the Property.

7.4 Temporary Structures and Storage Areas. Except as permitted by the Design Review Board, except as otherwise during any reasonable time period as is necessary for the completion of construction of such Improvements and except as otherwise provided herein, no partially completed Improvements or other structures of a temporary nature shall be permitted to exist on any portion of the Property. Notwithstanding anything to the contrary set forth herein, in no event shall storage sheds or areas, barns or other freestanding storage areas be constructed or installed on any portion of the Property, except during the course of construction of the principal structure on such portion of the Property; provided, however, that the foregoing shall not prohibit any equipment storage buildings related to the maintenance and operation of outdoor amenities

located on a Residential Lot nor any detached garages located on Residential Lot where such structures are permitted pursuant to zoning and any other governmental requirements. Further, notwithstanding anything to the contrary set forth herein, the Grocery Lot Owner shall be permitted to construct and/or install on the Grocery Lot temporary structures and storage areas incidental to the use of the Grocery Lot as a commercial shopping center with a grocery store anchor. Such permitted improvements include, but are not limited to, cart containment systems (which may be placed in the parking lot servicing the Grocery Lot), seasonal product displays, outside seating areas with fencing and other customary improvements relating to the commercial businesses operated on the Grocery Lot.

7.5 Diligent Construction. All construction, landscaping or other work that has been commenced on any portion of the Property must be continued with reasonable diligence to completion in accordance with the provisions of this Article 7. All lawn areas and landscaping located on any portion of the Property must be installed in accordance with plans therefor approved by the Design Review Board no later than six (6) months after the date on which a Certificate of Occupancy has been issued for the Improvements on such portion of the Property, subject to inclement weather and force majeure. Subject to force majeure or as otherwise approved by the Declarant in its sole discretion, any construction, landscaping or other work on any portion of the Property shall be completed within eighteen (18) months following the later of (i) commencement of such work or (ii) if applicable, the receipt of any required permits for such work, subject to inclement weather and force majeure.

7.6 Performance of Construction. Every contractor and subcontractor constructing Improvements within the Property shall, consistent with best construction practices for a first-class development and further in accordance with the Standard, keep all portions of its portion of the Property free of unsightly construction debris and shall at all times during construction either provide or cause to be provided dumpsters for the containment of garbage, trash or other debris that is occasioned by construction of Improvements or take other measures consistent with best construction practices for a first-class development necessary to keep its portion of the Property free of garbage, trash or other debris that is occasioned by the construction of the Owner's Improvements. Any trash or construction debris caused by the activities of such Owner or Owner's contractors, subcontractors or agents shall be promptly removed from any streets, sidewalks, walkways or other portions of the Property outside the Lot or within the Master Association Common Area. Any portable bathrooms or port-o-johns shall be screened to the extent and in the manner required by Declarant or the Master Association. The Owner of each portion of the Property shall at all times keep adjacent public and private areas free from any dirt, mud, garbage, trash or other debris that is occasioned by construction of Improvements. Each Owner shall promptly comply with any street washing requirement imposed by Declarant or the Master Association during any period of construction. Any trucks, construction equipment or machinery used by such Owner or such Owner's contractors, subcontractors or agents during any such period of construction shall be parked only within the boundaries of such Owner's Lot, and any construction vehicles and traffic must follow the routes that may be designated by the Master Association for construction traffic. No such construction shall proceed in a manner that interferes with the visibility of, access to, or operation of any other permitted use being conducted on the Property. All construction materials within a temporary staging and/or storage area must be located wholly within such Owner's Lot, at a location that will not unreasonably interfere with vehicle and

pedestrian circulation. Any damage to the street, curb or sidewalk or to any part of any Master Association Common Area or utility system caused by an Owner or Owner's contractors, subcontractors or agents shall be repaired by such responsible Owner. Declarant or the Master Association, upon five (5) business days written notice, may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning. All Owners and Owners' contractors, subcontractors and agents shall comply with such rules of the Master Association as are from time to time adopted with respect to construction of Improvements. All Owners shall be responsible to insure that any contractor or builder employed by it complies with all builders' rules adopted by the Master Association from time to time, in accordance with the provisions of this Declaration.

7.7 Inspection. The Master Association, Declarant and their authorized representatives may, upon reasonable advance notice and at a reasonable time, enter and inspect any Building or Lot to ascertain compliance with this Declaration, a Sub-Association Declaration, and any other documents promulgated pursuant to this Declaration.

7.8 Standards for Improvements and Governmental Requirements. All Improvements constructed upon the Property shall conform to the minimum standards specified by the applicable governmental building codes in effect at the time of the permitting of such construction, as well as to all other rules, regulations, requirements, ordinances and laws of any local, state or federal governmental unit(s) or authorities having jurisdiction thereof. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any portion of the Property and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any portion of the Property shall continue to be applicable and shall be complied with in regard to such portion of the Property.

7.9 Location of Improvements. The Design Review Board shall have the right to control absolutely (subject to the provisions of zoning ordinances of the appropriate governmental authorities) the precise site, grade, elevation and location of any building or structure on any Lot in the sole discretion and judgment of the Design Review Board. Such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot in question to recommend a specific site.

7.10 Curbs, Traffic Indicators and Poles/Bases. All curbs and gutters shall be poured in place standard-sized concrete type curbs (or as otherwise required by the applicable governmental agency). Pavement markings, directional signs, and other traffic indicators upon each Lot shall be in accordance with the *Manual on Uniform Traffic Control Devices* and shall provide for a reasonable traffic flow scheme constituent with the plans and specifications approved by the Design Review Board in accordance with this Article 7. Any poles/bases for signage and/or lighting shall be uniform throughout the Project unless otherwise approved by Declarant in its reasonable discretion.

7.11 Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires, except as otherwise approved by the Design Review Board in writing. Unless otherwise required by the applicable public utility, transformers,

electric, gas or other meters of any type, or other apparatus shall be located at the rear of the Improvements constructed on the Property or, if approved by the Design Review Board in writing, located elsewhere on such portion of the Property provided they are adequately screened as required by the Design Review Board in accordance with the provisions of this Declaration.

7.12 Landscaping. The Design Review Board reserves the right to promulgate and amend from time-to-time landscape guidelines, which shall establish approved standards, methods and procedures for landscape management on the Property. The Design Review Board may also adapt one or more typical landscape plans consistent with such landscape guidelines that may be selected by an Owner. With respect to each Lot, each Owner shall install landscaping for all surface parking lots, buffer areas, and parking lot perimeters, and foundation plantings around buildings, all in compliance with the terms of this Declaration, its approved site plan, and applicable ordinances of Indian Land and/or Lancaster County, South Carolina. Any areas not covered by buildings, parking lots or other paved areas, including buffer strips and other undeveloped land areas, shall be landscaped with trees, shrubs, ground covers, or irrigated lawn areas in a uniform manner.

7.13 Sediment Control. It is contemplated that the Drainage Plan will establish rules and regulations for use of the Common Detention Facilities for use during periods of construction. Further, sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, temporary sediment traps, diversion ditches, storm water inlet protection or retention pond and temporary seeding, to the extent deemed reasonably necessary by the Design Review Board, shall be installed by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question in accordance with all governmental requirements. All sediment control measures must be regularly cleaned out and maintained until such portion of the Property has been permanently stabilized with respect to soil erosion.

7.14 Screening, Fences and Walls. All water towers, storage tanks, maintenance facilities, heating and air conditioning equipment, loading docks and utility service areas located on any Lot shall either be housed within a building, or otherwise screened from public view in a manner architecturally compatible with the building(s) located on that Lot. All trash receptacles not located within the service areas of a building shall be located in a permanent gated enclosure that is constructed from the same primary building material as the building(s) on that Lot. All loading areas shall be screened from public view to the extent practical. All loading docks and associated areas shall have adequate space on each Lot so that loading and maneuvering of trucks and service vehicles will not disturb vehicle and pedestrian circulation. No fence, hedge, wall or timber wall, including any retaining wall, shall be erected, placed or altered on any Lot without written approval from the Design Review Board. Except as otherwise permitted by the Design Review Board, in its sole discretion, no chain link fence or vinyl fence shall be permitted on any Lot. All fences shall be constructed of wood or wrought iron. All walls shall be constructed of wood or stone and, unless approved by the Design Review Board, shall not exceed six feet (6') in height. The Design Review Board may adopt a standard design for approved fences and/or walls.

7.15 Procedure. No Improvements of any kind or nature shall be erected, remodeled or placed on any portion of the Property until the plans and specifications therefor and a site plan

therefor have been approved in writing by the Design Review Board, which plans and specifications and site plan shall include:

(a) the nature, kind, shape, color, size, materials and location for all exterior elements of the Improvements or other structures, as well as the interior elements of the Improvements or other structures to the extent such elements are visible from any road or right-of-way, proposed to be constructed or modified on any portion of the Property;

(b) a depiction of driveways, walkways and other paved areas, lawn areas, landscaped areas and drainage patterns;

(c) specifications describing the principal building and roofing materials and colors to be constructed, and, with respect to the Single-Family Lot, all applicable material selections and color selections;

(d) final elevations showing all sides, and a final survey;

(e) with respect to the Lots other than the Single-Family Lot, a landscape plan identifying all species of trees and plants to be planted on the Lot, with sizes specified;

(f) with respect to the Single-Family Lot, for any common areas located thereon or as otherwise required by the Design Review Board, a landscape plan identifying all species of trees and plants to be planted on the Lot, with sizes specified; and

(g) with respect to the Commercial Lot, an exterior lighting plan (including site photometrics) confirming that exterior lighting will be focused on the applicable Lot and will not create direct glare onto adjoining Lots.

The final plans and specifications and site plan as provided for above shall be submitted in triplicate to the Design Review Board for approval or disapproval. If requested by the applicant, the Design Review Board shall provide a hearing to the applicant in order to allow the applicant to present any further information or respond to any inquiries relating to its application and/or plans and specifications. The Design Review Board is authorized to request the submission of samples of proposed construction materials, including, at the request of the Design Review Board, the submission of sample panels of such proposed materials in the field.

In reviewing each submission, the Design Review Board may consider: the quality of workmanship, design and materials; the adequacy of site dimensions and alignment of main elevations with respect to nearby streets; the harmony of the external design, color, type and appearance of exterior surfaces, including roofs/rooftops, and landscaping with existing structures and landscaping; compliance with applicable governmental construction permit requirements; location in relation to surrounding structures; topography; finish grade elevation; landscaping; efforts made to mitigate sound and light transmission; and other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within any Design Guidelines promulgated by the Design Review Board, or other matters in which the Design Review Board has been vested with the authority to render a final interpretation and decision. In no event shall the

Design Review Board reject a submission solely on the basis of the interior floor plans or improvements, unless such improvements would be visible from the exterior of the building.

At such time as the plans and specifications and site plan meet the approval of the Design Review Board, two (2) complete sets of the plans and specifications and site plan will be returned to the applicable Owner or its designated representative, which plans and specifications and site plan may be marked "Approved" or in lieu thereof the Design Review Board may issue a writing signifying its approval thereof, and the remaining set will be filed in the offices of the Design Review Board. If found not to be in compliance with these covenants, conditions and restrictions or if found to be otherwise unacceptable to the Design Review Board pursuant hereto, one (1) set of plans and specifications and site plan shall be returned to the applicable Owner marked "Disapproved," or in lieu thereof the Design Review Board may issue a writing signifying its disapproval thereof, accompanied by a statement in reasonable detail of items found not to be in compliance with these covenants, conditions and restrictions or otherwise being so unacceptable. Owner thereafter shall resubmit, in accordance with the provisions of this section, such plans and specifications and site plan setting forth the required changes to the Design Review Board for its approval. Any modification or change to the approved set of plans and specifications or site plan must again be submitted in triplicate to the Design Review Board for its inspection and approval. The Design Review Board's approval or disapproval, as required herein, shall be in writing. Once the Design Review Board has approved the plans and specifications and site plan for the Improvements, the construction of such Improvements must be promptly commenced and diligently pursued to completion. Except as otherwise provided herein, if such construction is not commenced within nine (9) months following the date of approval of the plans and specifications and site plan therefor by the Design Review Board (or such longer period of time as may be approved by the Design Review Board), such approval shall be deemed rescinded and before construction of Improvements can thereafter be commenced or completed, as applicable, on the portion of the Property in question, the plans and specifications and site plan therefor must again be approved by the Design Review Board pursuant to this Article 7.

In addition to the procedure described in this section, and in recognition of the cost involved in producing the final plans and specifications and site plan, the applicable Owner may request a preliminary review of the design of the Improvements upon the submission of the following:

(i) Final elevations showing all sides, the rooftop and any rooftop equipment; specifications describing the principal building and roofing materials and colors to be constructed, and for the Single-Family Lot, all applicable material selections and color selections; and

(ii) Schematic site plan.

All Improvements, including the parking, roadway and pedestrian walking areas on any Lot, shall be located substantially in accordance with the final plans and specifications and site plan approved by the Design Review Board. Any material deviation from such approved final plans and specifications or site plan, including any material deviation in the location of the Improvements, shall require further approval from the Design Review Board pursuant to this section.

7.16 No Waiver of Future Approvals. The members of the Design Review Board will change from time to time and the interpretation, application and enforcement of the Design Guidelines may vary accordingly. The approval by the Design Review Board of any proposals, plans and specifications, drawings or site plans for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Design Review Board shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, site plans or matters whatever subsequently or additionally submitted for approval or consent.

7.17 Enforcement. The Master Association shall have the specific right (but not obligation) to enforce the provisions contained in this Article 7 and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Master Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article 7 and the decisions of the Design Review Board.

As to nonconforming or unapproved Improvements or other work done in violation of this Article, the Master Association may require any Owner to restore such Owner's Improvements and/or remove such other work and restore the applicable portion of the Property to the condition existing prior to the construction thereof, including, without limitation, the demolition and removal of any unapproved Improvements if such Improvements were commenced or constructed in violation of this Article. In addition, the Master Association may, but has no obligation to do so, enter the affected portion of the Property and cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the applicable portion of the Property.

7.18 Failure of Design Review Board to Act. If the Design Review Board fails to approve or disapprove any plans and specifications or site plans and other submittals that conform (and that relate to Improvements that will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within thirty (30) days after its receipt thereof, and provided such submittal was a full and complete submittal of all items that were to have been submitted to the Design Review Board, and provided the Design Review Board shall again fail to approve or disapprove of such plans and specifications, site plans and other submittals within fifteen (15) days after additional written request to act on such items is delivered to the Design Review Board following the passage of such first above described thirty (30) day period, it shall be conclusively presumed that the Design Review Board has approved such conforming plans and specifications, site plans and other submittals, except that the Design Review Board has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Declaration, except where variances shall be expressly permitted herein. If plans and specifications, site plans or other submittals are not sufficiently complete or are otherwise inadequate, the Design Review Board may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance; provided, however, that in the event the Design Review Board rejects such submittals, the Design Review Board shall provide written notice to the submitting party specifying the portion of the submittal which have been deemed inadequate, as well as the reasoning for such finding.

7.19 Limitation of Liability. The standards and procedures established by this Article 7 are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property. Any approval by the Design Review Board, the members thereof, the Master Association or Declarant shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or discharge, location of utilities, or other qualities of the item being reviewed. Neither the Design Review Board, the Master Association, the Declarant nor any members, officers, directors, employees, agents of representations thereof, shall bear any responsibility for ensuring structural integrity, soundness or compliance with building codes and other governmental approvals or requirements, or that any Improvements are located so as to avoid negative impacts on any other Improvements, including, without limitation, impaired views. No representation is made by any Design Review Board, the Master Association or Declarant with respect to the quality, size, value or design of future Improvements. Approval by the Design Review Board, Master Association, or Declarant shall not be construed as a representation or warranty of any type regarding the design or construction of any Improvement, and no Design Review Board, Master Association, Declarant, nor any members, officers, directors, employees, agents, or representatives thereof shall be liable for (i) soil conditions, drainage or other site work problems, (ii) defects or errors in any plans or specifications submitted as part of an application, (iii) any structural or other defects in Improvements constructed according to an approved application, or (iv) any injury, damages, or loss arising out of the design, quality or manner of construction of any approved Improvements. Approvals by the Design Review Board, Master Association or Declarant shall in no way be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions, or be substituted in lieu of applicable governmental approvals and permits, and no construction may commence until all such approvals and permits have been obtained.

7.20 Design Guidelines. The Design Review Board may, from time to time, publish and promulgate design guidelines (the "Design Guidelines"), and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Design Review Board in reviewing plans and specifications and site plans. The Design Guidelines may contain general provisions applicable to the entire Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, unique characteristics, and intended use thereof. The Design Review Board and the Design Guidelines promulgated thereby shall be responsive to technological advances and general changes in architectural design and materials and related conditions in future years and the Design Review Board shall use its best efforts to balance the equities between matters of taste and design and use of private property. The Design Guidelines shall supplement the covenants, conditions and restrictions in this Declaration and are incorporated herein by this reference. The Design Review Board may refuse approval of plans, location, exterior color or finish or specifications for any reason, including purely aesthetic reasons, which in the sole reasonable discretion of the Design Review Board shall be deemed sufficient, and the Design Guidelines shall not constitute, in every event, the sole basis for approval or disapproval of plans, specifications and other materials submitted to the Design Review Board for approval. Notwithstanding the foregoing, the Design Review Board shall defer to the Sub-Association for the Single-Family Lot to review and approve plans, specifications and other submittals for modifications to improvements on the Single-Family Lot for compliance with the Design Guidelines from and after

the initial construction of the subject home; provided, however, that the Design Review Board shall have the right to retake such review if the Design Review Board determines, in its commercially reasonable discretion, that the Sub-Association is not enforcing the Design Guidelines and the Sub-Association has not cured such failure within thirty (30) days after written notice from the Design Review Board.

7.21 Variances. Upon submission of a written request for same, the Design Review Board may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements that are in variance with the architectural standards or similar provisions of this Declaration or supplemental Declarations that may be promulgated in the future; provided that only the Master Association may permit Owners, upon submission of a written request for same, to construct, erect or install Improvements that are in variance with the setback requirements. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the Property and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Design Review Board or the Master Association, as applicable, has not expressly and in writing, approved such request within thirty (30) days of the submission of such requests. No member of the Design Review Board or the Board of Directors shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Design Review Board's (or, in the case of setback requirements, the Master Association's) right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

7.22 Review Fee and Address. A review fee per set of plans and specifications or site plans as specified in the Design Guidelines may be imposed for initial submittals of plans and specifications or site plans for Improvements to be located on an Owner's portion of the Property and for each re-submittal of plans and specifications or site plans to the Design Review Board; provided that such review fee shall not exceed $750.00 per submission, subject to increases of ten percent (10%) every five (5) years. A review fee may also be imposed for any Owner's request for a variance as specified in the Design Guidelines. The address of the Design Review Board shall be the principal place of business of the Master Association from time to time designated in writing by the Board of Directors. Such address shall be the place of the submittal of any plans and specifications or site plans and the place where the current rules and regulations, if any, of the Design Review Board shall be kept.

7.23 No Liability for Design Defect. Plans and specifications and site plans are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications or site plans neither Declarant, the Design Review Board, the members thereof, nor the Master Association, nor the Board of Directors assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications or site plans.

7.24 Applicable to Additional Property. Without limitation, all requirements of this Article 7 also shall apply to any Improvements or other structures constructed on any additional

real property brought within the scheme of this Declaration if and when such additional real property is subjected to this Declaration, as provided herein.

7.25 Initial Development. Notwithstanding anything to the contrary in this Article 7, the Declarant may approve plans and specifications and site plans for the initial development of any Lot, including, but not limited to, the construction of Improvements and the installation of signage and landscaping located on such Lot, which approval may be provided or withheld in Declarant's reasonable discretion, and such approved plans and specifications and site plans for the initial construction of the improvements on a Lot (but not any future modifications thereto) shall not be subject to further review and approval by the Design Review Board. Upon completion of the improvements initially constructed on any Lot, any further alterations or modifications thereto shall be subject to this Article 7.

7.26 Amendment of this Article. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Property, which consent may be granted or withheld in Declarant's sole and absolute discretion.

ARTICLE 8
SUB-ASSOCIATIONS

8.1 Master Association Approval. Except for actions consistent with declarations, bylaws and/or other instruments previously approved by Declarant in accordance with Section 4 of this Article 8, no action of any Sub-Association shall become effective or be implemented until and unless the Master Association shall have been given written notice of such proposed action and the opportunity to disapprove the proposed action or unless such action is in strict compliance with guidelines set by the Board of Directors. The Master Association shall have ten (10) days from receipt of the notice to disapprove any proposed action. The Master Association may disapprove any action taken or contemplated by any Sub-Association which the Board of Directors reasonably determines to be adverse to the interests of the Master Association or its Members. Further, the Master Association shall have the power to require specific action to be taken by any Sub-Association in connection with its obligations and responsibilities, such as requiring specific maintenance and repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor. In the event any Sub-Association fails to comply with such directives, the Master Association shall have the right to effect such action on behalf of the Sub-Association and levy an assessment against the applicable Lot subject to the Sub-Association's jurisdiction to cover the costs incurred, as well as an administrative charge and sanctions.

8.2 Restrictions on Declarant's Rights. So long as Declarant owns any portion of the Property, neither the Master Association nor any Sub-Association shall, without the prior written approval of Declarant, adopt any policy, rule or procedure that:

(a) Limits the access of Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Master Association Common Area or to any property owned by any of them;

(b) Limits or prevents the Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Master Association or the Master Association Common Area or any property owned by any of them in promotional materials;

(c) Discriminates against or singles out Declarant; or

(d) Impacts the ability of Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for Exchange, as such plans may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete Exchange shall be expressly included in this provision. Easements that may be established by Declarant shall include, but shall not be limited to, easements for development, construction and landscaping activities and utilities

8.3 No Interference. Neither the Master Association nor any Sub-Association shall exercise its authority over the Master Association Common Area (including, but not limited to, any gated entrances and other means of access to the Property) to interfere with the rights of Declarant set forth in this Declaration or to impede access to any portion of the Property, over the streets and other Master Association Common Area within the Property.

8.4 Additional Documents. No Sub-Association or any person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or bylaws or similar instrument affecting any portion of the Property without Declarant's (or, if after the Design Review Transfer Date, the Master Association's) review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant or the Master Association, as the case may be.

8.5 Amendment of this Article. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Property, which consent may be granted or withheld in Declarant's sole and absolute discretion.

ARTICLE 9
DISCLAIMER OF LIABILITY

9.1 Disclaimer of Liability. Notwithstanding anything contained herein or in the Bylaws, or any rules or regulations of the Master Association or any other document governing or binding the Master Association, neither the Master Association, the Board of Directors, the management company of the Master Association, Declarant nor any successor Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or occupant of any portion of the Property or any Tenant, guest or invitee of any Owner or occupant or for any property of any such persons. Each Owner and occupant of any portion of the Property and each Tenant, guest and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property. No provision of this Declaration or the Bylaws or any other document governing or binding the Master Association shall be interpreted as creating a duty of the Master Association, the Board of Directors, the management

company of the Master Association, Declarant or any successor Declarant to protect or further the health, safety or welfare of any person(s), even if the funds of the Master Association are used for any such purpose. Notwithstanding the foregoing, nothing in this Declaration shall absolve any party from liability for such party's own gross negligence or willful misconduct.

9.2 Utilities. Neither the Master Association, the Board of Directors, the management company of the Master Association, Declarant nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Property. Each Owner and occupant of any portion of the Property, Tenant, guest and invitee of any Owner or occupant shall assume all risk of personal injury, illness or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that the Master Association, the Board of Directors, the management company of the Master Association, Declarant and any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any family member, Tenant, guest or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

9.3 Safety and Security. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security that each person provides for himself and his property. However, no representation or warranty is made that any systems or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Neither the Master Association, the Declarant, the Board of Directors, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing, shall in any way be considered insurers or guarantors of the safety or security within Exchange, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Each Owner, Tenant, occupant, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Exchange and each of them assumes all risk of personal injury or loss or damage to their property resulting from acts of third parties.

9.4 Acceptance. Each Owner (by virtue of his, her or its acceptance of title to his, her or its portion of the Property) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Article 9 and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Master Association, the management company of the Master Association, if any, Declarant and any successor Declarant, their directors, officers, committee and Board of Directors members, employees, agents, contractors, subcontractors, successors and assigns arising from or connected with any matter for which the liability has been disclaimed.

ARTICLE 10
GENERAL PROVISIONS

10.1 Enforcement. Declarant, the Master Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Master Association or by any Member to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

10.2 Right to Transfer or Assign Declarant's Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to any Person; provided that such transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and the transferee and is recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise. Upon any transfer by Declarant of any or all of its rights and obligations hereunder, Declarant shall be relieved of any and all obligations and liabilities with respect to the rights and obligations so transferred.

10.3 Additions to Property. Provided that Declarant still owns any portion of the Property, additional real property (and common areas) that is contiguous to the existing Property may be annexed to the existing Property by Declarant and brought within the scheme of this Declaration and the jurisdiction of the Master Association without the consent of the Master Association or the Members. The additions of such property authorized under this Section shall be made by recording a supplementary Declaration of Covenants, Conditions and Restrictions executed by Declarant with respect to the additional property, which shall extend the operation and effect of the covenants, conditions and restrictions in this Declaration to such additional property, and shall, if applicable, designate the additional property as a portion of a Lot. Upon the recording of such supplementary Declaration of Covenants, Conditions and Restrictions, all references in this Declaration to the "Property" shall include reference to the property annexed to the existing Property thereby. In the event that additional property is annexed within the Master Association, the allocation of votes as set forth in Article II, Section 2 of this Declaration (and consequently the allocation of Assessments as set forth in Article 4 of this Declaration) shall be reallocated for each Lot based upon (i) the total acreage of such Lot in relation to (ii) the total acreage of the Property (including the annexed property) less the total acreage of the Master Association Common Area.

10.4 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

10.5 Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years each unless Members with at least seventy-five percent (75%) of the votes elect not to continue the same in existence.

10.6 Amendment. This Declaration may be terminated or amended by an instrument signed by Members duly authorized and empowered to vote at least seventy-five percent (75%) of the Master Association votes set forth in Section 2 of Article II hereof as then allocated, provided that any provision of this Declaration which specifies a higher vote percentage may not be amended without the approval of Members authorized and empowered to vote such higher approval percentage, and no amendment to this Declaration (including but not limited to all exhibits hereto), the Bylaws, or the Articles of Incorporation which would materially, adversely and disproportionately impact the rights of a Member as currently provided hereunder may be adopted without the consent of such Member. Notwithstanding any provisions to the contrary contained herein, so long as Declarant, or any affiliate of Declarant, owns any portion of the Property, (i) this Declaration and the Bylaws of the Master Association may not be amended without its and/or, his or her written consent and (ii) Declarant may unilaterally amend this Declaration for the purpose of (a) bringing any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) enabling any reputable title insurance company to issue title insurance coverage on any portion of the Property; (c) enabling any institution or governmental lender, purchaser, insurer or guarantor of mortgage loans, including any Institutional Lender, to make, purchase, insure or guarantee mortgage loans on any portion of the Property; (d) satisfying the requirements of any local, state or federal governmental agency. However, any unilateral amendment by Declarant pursuant to this Section shall not adversely affect the title to any portion of the Property or adversely affect such Owner's rights under this Declaration or adversely affect Owner's use and operation of its Lot unless the Owner of such portion of the Property shall join in such amendment. Further, notwithstanding any provisions to the contrary contained herein, no amendment to Article 6, Section 12 of this Declaration and the corresponding exhibits shall be made without the consent of the Grocery Lot Owner and the then-current tenant under the Grocery Lease Agreement. Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. Declarant shall provide a copy of any amendment to this Declaration to each Owner within ten (10) business days after the recordation of such amendment.

10.7 Notices. All notices, demands, requests, permissions, consents or approvals given by Declarant or the Master Association to any Owner or Sub-Association or by any Owner or Sub-Association to Declarant or the Master Association shall be in writing and shall be deemed to have been properly given (i) on the date delivered if hand-delivered, (ii) on the date delivered if delivered by a reputable overnight delivery service such as Federal Express or (iii) three (3) days after posted if sent by United States registered or certified mail, postage prepaid, return receipt requested, if addressed to the Master Association to its registered agent at its registered office and addressed to Declarant at its registered office, or such other mailing address and contact person as Declarant may designate from time to time, and if to an Owner or a Sub-Association, at such mailing address designated in writing by such Owner or Sub-Association.

10.8 Estoppel Certificates. Within ten (10) days following its receipt of a written request (which shall not be made more frequently than two (2) times during any calendar year) from time to time by Declarant or any Owner, each other Owner, Declarant or the Master Association, as applicable, shall issue to such requesting Owner or to a prospective or existing lender of such requesting Owner or to a prospective successor in title to such requesting Owner, an estoppel certificate stating:

(a) Whether the Declarant, the Master Association and/or Owner to whom the request has been directed has given any notice to the requesting Owner of any default by such requesting Owner under this Declaration which remains uncured, and if there are such defaults of which notice has been given and which remains uncured, specifying the nature thereof;

(b) Whether, to such Owner's, Declarant's or the Master Association's knowledge, as the case may be, as between the Declarant or the Master Association and the Owner to whom the request has been directed and the requesting Owner, this Declaration has been supplemented, modified or amended in any way (and if it has, stating the nature thereof); and

(c) That, to Declarant's, the Master Association's and such Owner's knowledge, as the case may be, this Declaration as of that date is in full force and effect (if and to the extent such statement can truthfully be made and, if not, setting forth the exceptions to such statement).

10.9 Condemnation. In the event of a condemnation or a sale in lieu thereof concerning a portion or all of the Property, the following provisions shall apply:

(a) Once such portion of the Property becomes subject to a condemnation action, the Owner or Owners of such portion of the Property affected thereby shall give prompt written notice of such condemnation action to Declarant, the Master Association and all other Owners.

(b) The award or purchase price paid for such taking shall be paid to the Owner or Owners of the portion of the Property so taken (or to such Owner's mortgagees or tenants, as their interests may appear), it being the intent of any other Owner who might have an easement or other property interest or right under this Declaration in the land so taken to release and/or waive such property interest or right with respect to such award or purchase price; provided, however, such other Owner(s) shall have the right to seek an award or compensation for the loss of its or their easement rights to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Owner(s) owning such portion of the Property.

10.9 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the particular paragraphs to which they refer.

10.10 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of South Carolina.

10.11 Binding Effect. All of the covenants, restrictions, stipulations and conditions contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Master Association, the Owners, and their respective heirs, executors, administrators and assigns.

10.12 Use of the Word "Exchange". No natural person or legal entity shall use the word "Exchange" or any derivative, or any other term which Declarant may select as the name of this development or any component thereof, in any printed or promotional material without the Declarant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. However, Owners may use the word "Exchange" in printed or promotional matter solely to specify that particular property is located within the Property and the Master Association shall be entitled to use the word "Exchange" in its name.

10.13 No Public Rights. The establishment of the Master Association Common Area does in no way grant to the public or to the owners of any surrounding or adjacent land the right to enter the Master Association Common Area without the express permission of Declarant or the Master Association.

10.14 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

10.15 Transfer of Ownership. If an Owner shall sell, assign, transfer, convey or otherwise dispose of a Lot (other than as security for a loan to such Owner), then (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Declaration which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property, and (b) the Person who succeeds to Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Declaration of such Owner both theretofore accruing or which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property.

10.16 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each Occupant of a Lot, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration are fair and reasonable in all material respects.

10.17 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

10.18 Indemnification; Waivers of Claims.

(a) Indemnification. To the extent permitted under the laws of the State of South Carolina and not otherwise covered by the insurance required under this Declaration or an applicable Sub-Association Declaration, each Owner (by taking title to a Lot is hereby deemed to) covenant to indemnify, defend, and hold harmless the Declarant, the Master Association, the other Owners, their Mortgagee(s), and their respective partners, officers, directors, shareholders, members, managers, employees, and agents (each an "Indemnified Party") from and against any and all claims, actions, damages, liabilities and demands asserted by third persons (other than Indemnified Parties), including those for loss of life, personal injury and property damage, occasioned by or arising directly or indirectly, out of or in connection with the use, occupancy, operation or ownership (as applicable) by such Owner of its Lot, or the failure of such Owner to perform any obligation with respect to its Lot which such Owner is required to operate, maintain, and/or repair under the terms of this Declaration, provided, however, that the foregoing obligations shall not apply to intentional misconduct of the Indemnified Party. An Indemnified Party shall provide the indemnifying Owner (the "Indemnifying Owner") with prompt notice of any claim or other matter for which the Indemnified Party may seek indemnity under this paragraph; provided, however, the failure to provide such notice shall relieve the Indemnifying Owner of its indemnity obligations only to the extent that the Indemnifying Owner is damaged or prejudiced by such failure. The Indemnifying Owner shall defend the Indemnified Party with respect to any such claim at the Indemnifying Owner's expense, with attorneys selected by the Indemnifying Owner (and reasonably acceptable to the Indemnified Party) who may also represent the Indemnifying Owner. If the Indemnified Party retains separate attorneys for its defense, it shall do so at its own expense. The Indemnifying Owner shall have sole right to conduct such defense (including decisions concerning the forum) and settle any claim, suit, proceeding, or other matter brought by the third party, so long as the Indemnified Party is released from any liability with respect to such claim. The Indemnified Party shall cooperate with the Indemnifying Owner in the defense of any claim, including providing documents and witnesses.

(b) Waivers of Claims. Each Owner, for itself and its successors and assigns, hereby waives, as against the other Owners, Occupants and their Mortgagees, and any other person claiming by, through, or under those Owners and Occupants, and any director, officer, constituent partner, member, shareholder, agent, or employee of any the foregoing, all claims arising from any loss, damage, or liability to the extent that (i) such claims are covered by any insurance policy maintained by any Owner or Occupant pursuant to this Declaration or any applicable Sub-Association Declaration and (ii) such waiver either (x) is expressly contemplated by such policy (including any policy providing for a waiver of the insurer's subrogation rights) or (y) does not invalidate the applicable policy or any coverages provided thereby. It is the express intention of this provision that, where possible, the Owners desire to allocate the risks of loss or liability to the insurers under the insurance policies provided for herein, and accordingly the foregoing waivers should be liberally construed and applied.

10.19 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

[Signature on next page]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 12 day of October, 2022.

DECLARANT:

Witnesses:

C4 Exchange Land Co., LLC,
a North Carolina limited liability company

By: _____
Name: Timothy Sittema
Title: Authorized Signatory

STATE OF NORTH CAROLINA)
)
COUNTY OF IREDELL)

The foregoing instrument was acknowledged before me this 18th day of October, 2022, by Timothy Sittema, as an authorized signatory of C4 Exchange Land Co., LLC, for and on behalf of the company.

_____
Notary Public, State of North Carolina
Print Name: Sarah M. Beason
My Commission Expires: Dec. 2, 2024

(Notarial Seal)

SARAH M. BEASON NOTARY PUBLIC IREDELL COUNTY, NC

EXHIBIT A

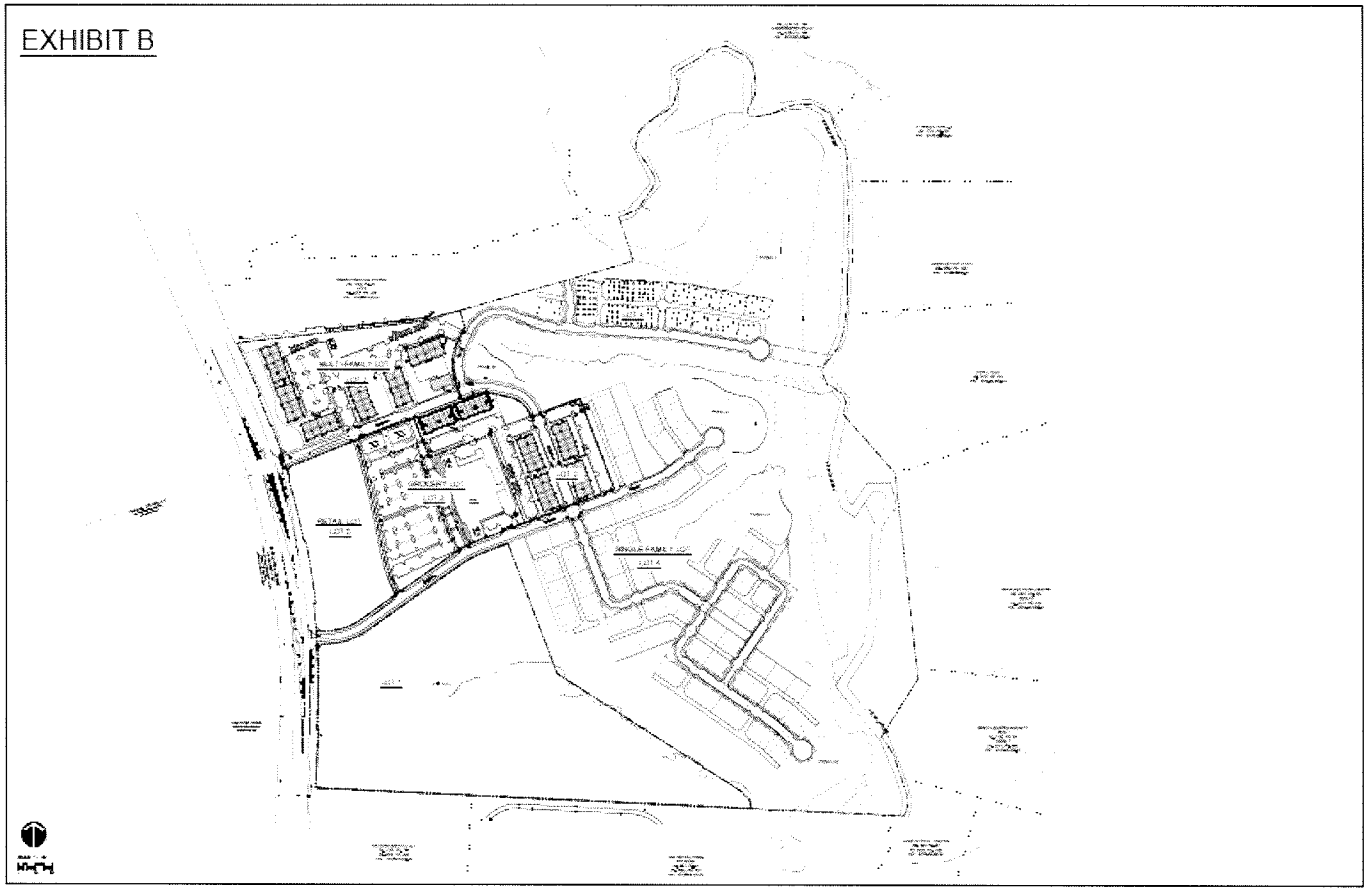
Property Legal Description

Those certain parcels or tracts of land situated, lying and being in the Village of Indian Land, Township of Indian Land, County of Lancaster, State of South Carolina and being more particularly described as follows:

Lots 1 through 5 created by that certain plat of subdivision entitled "Minor Subdivision The Exchange at Indian Land, Map 1" dated March 24, 2022, and recorded in the Lancaster County, South Carolina Register of Deeds at ~~Deed~~ Record Book 2022, Page 468.

EXHIBIT B

Site Plan



INDIAN LAND EXCHANGE • INDIAN LAND, SC • OVERALL SITE PLAN

LandDesign.

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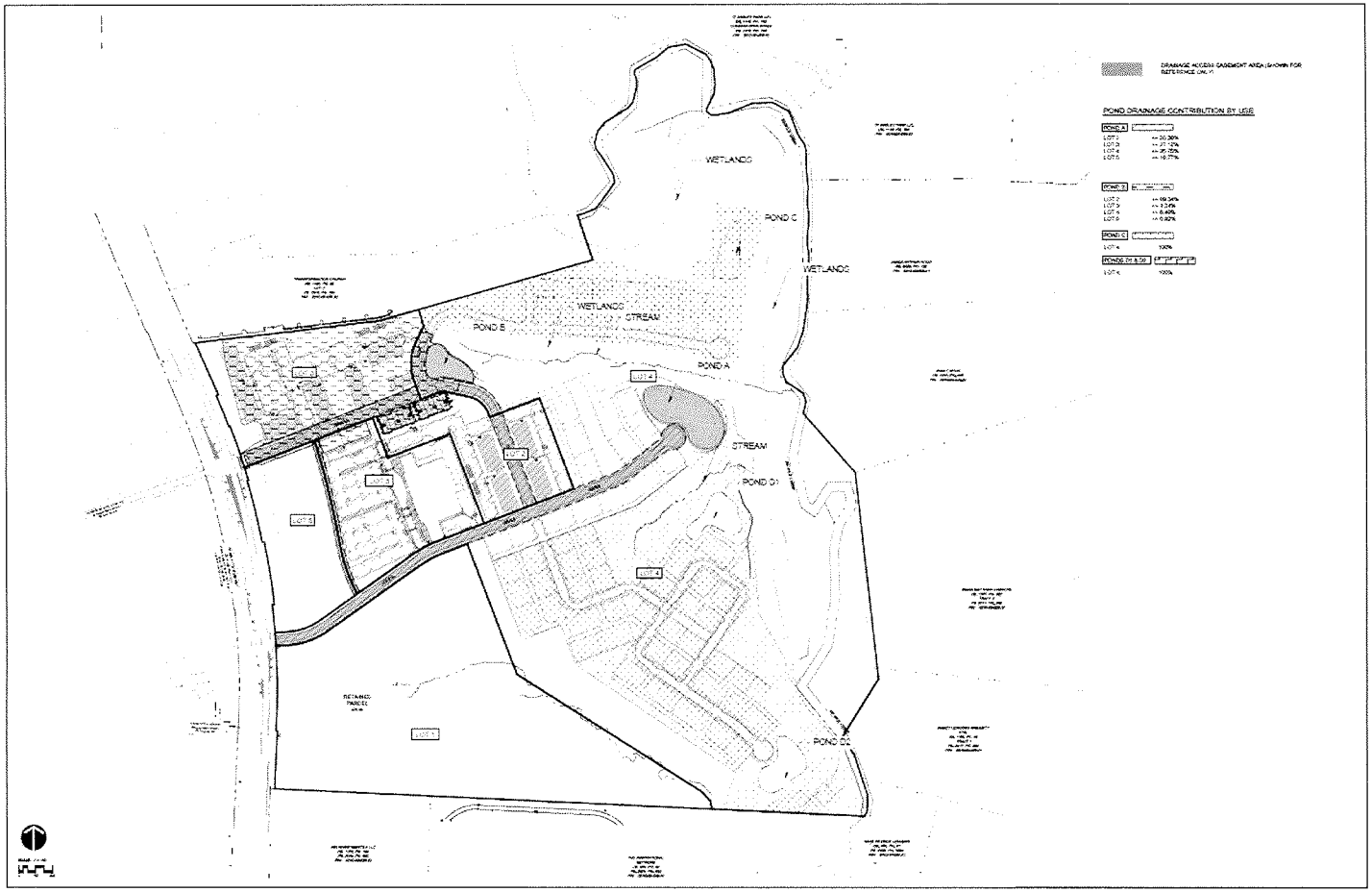
EXHIBIT C

Detention Easement Areas



INDIAN LAND EXCHANGE • INDIAN LAND, SC • DETENTION EASEMENT AREAS
PN1020011 | 9.15.2022 | C4 EXCHANGE INDIAN LAND, LLC

LandDesign.

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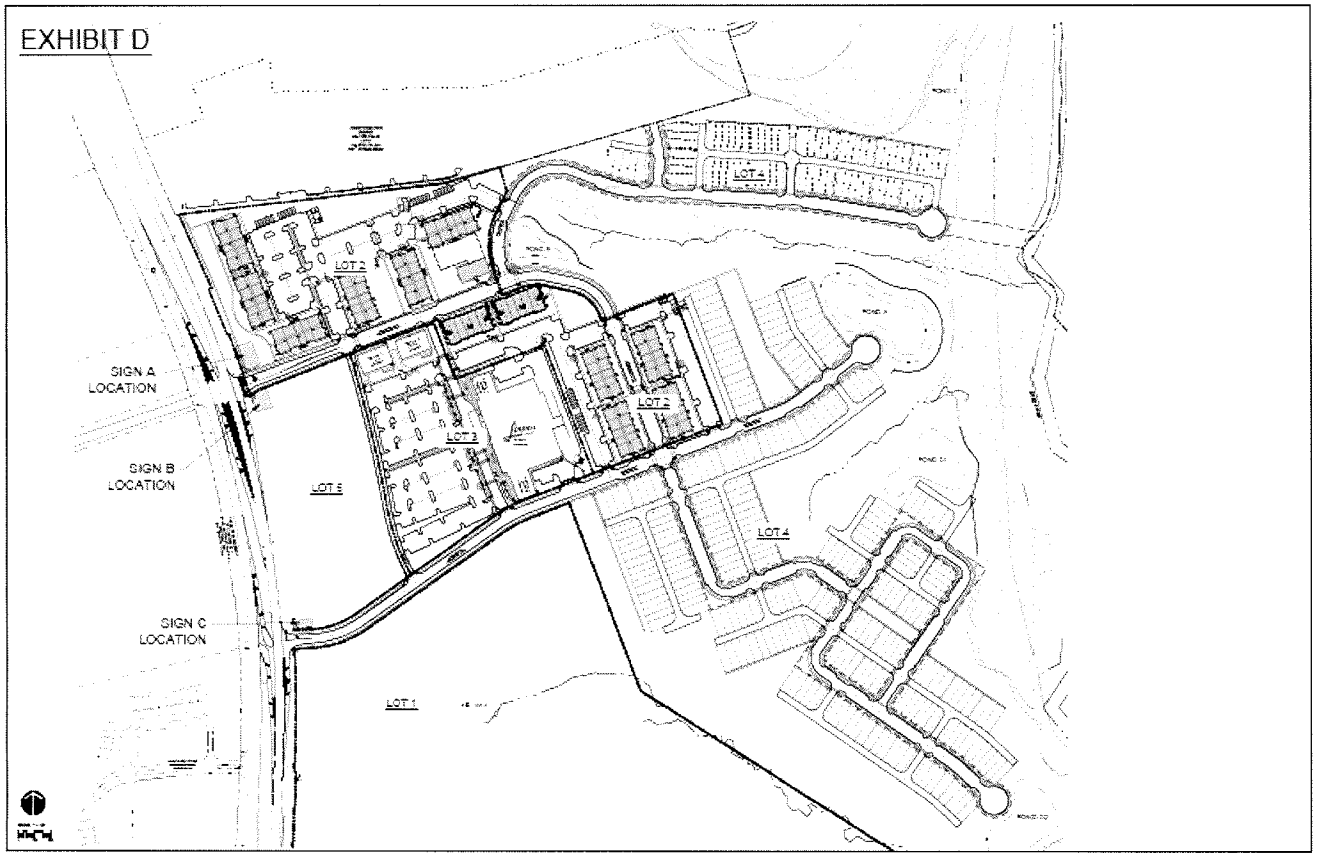
EXHIBIT D

Signage Exhibit



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LandDesign.

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EXHIBIT D-1

Sample Pylon Sign

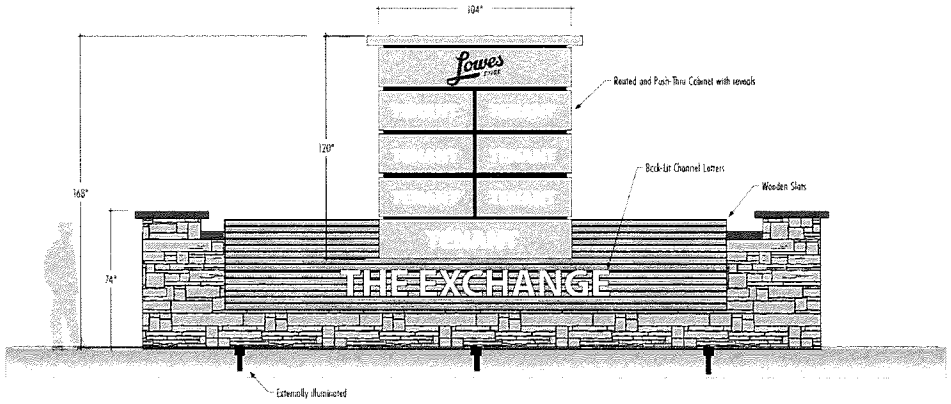

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EXHIBIT E

Common Landscaping Area Depiction

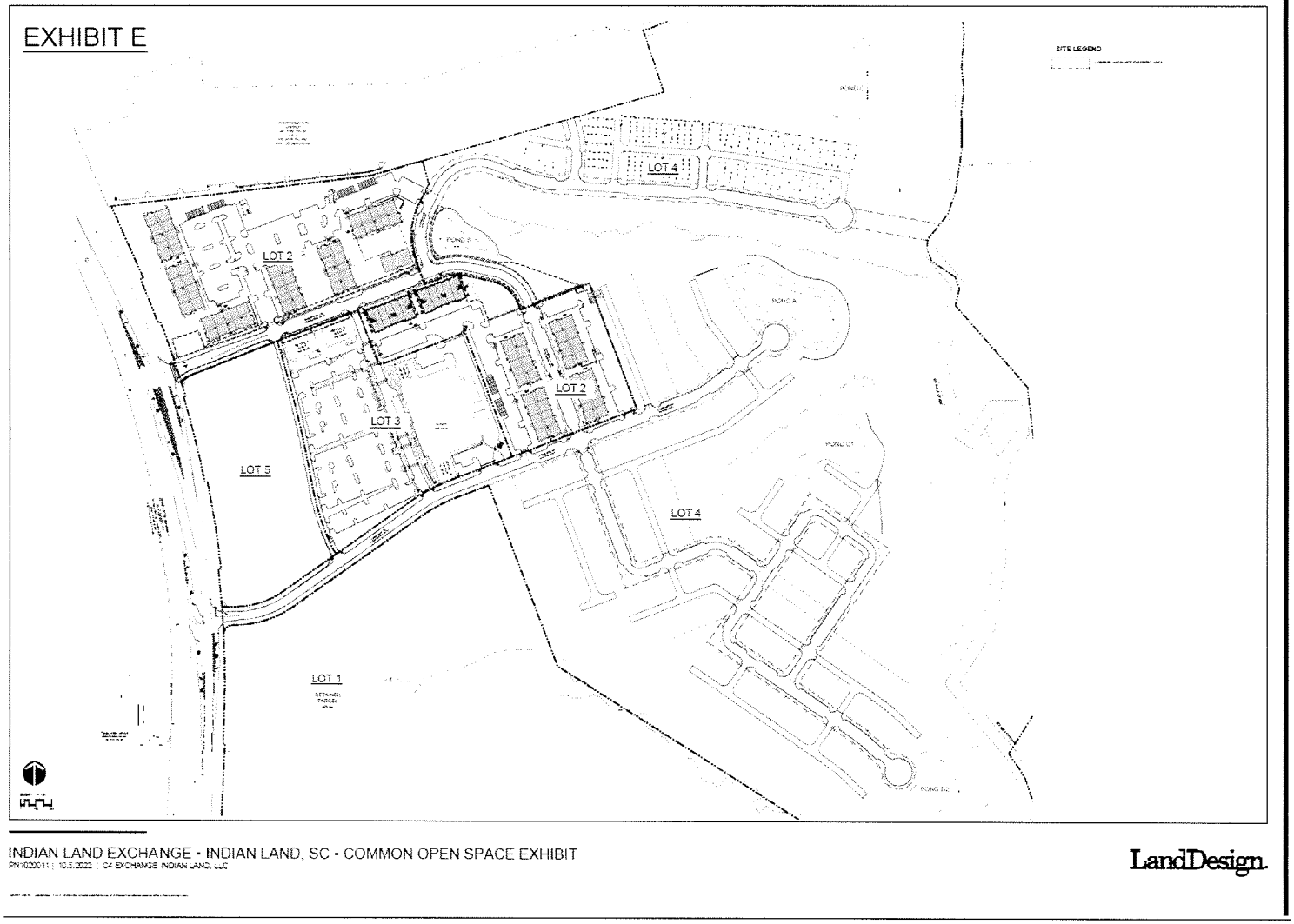

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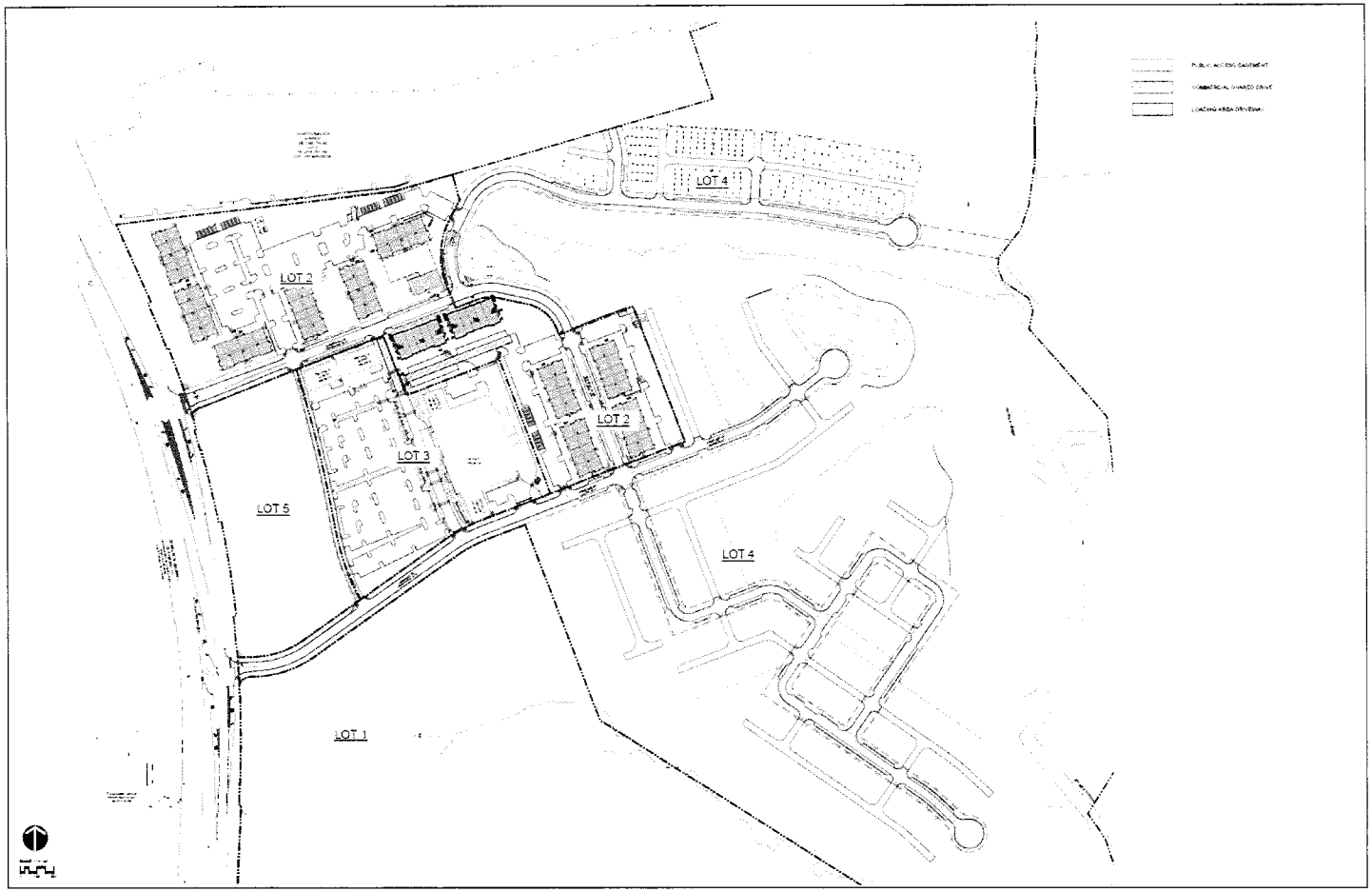
EXHIBIT F

Cross Access Easements



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LandDesign.

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EXHIBIT G

Utility Easement Area

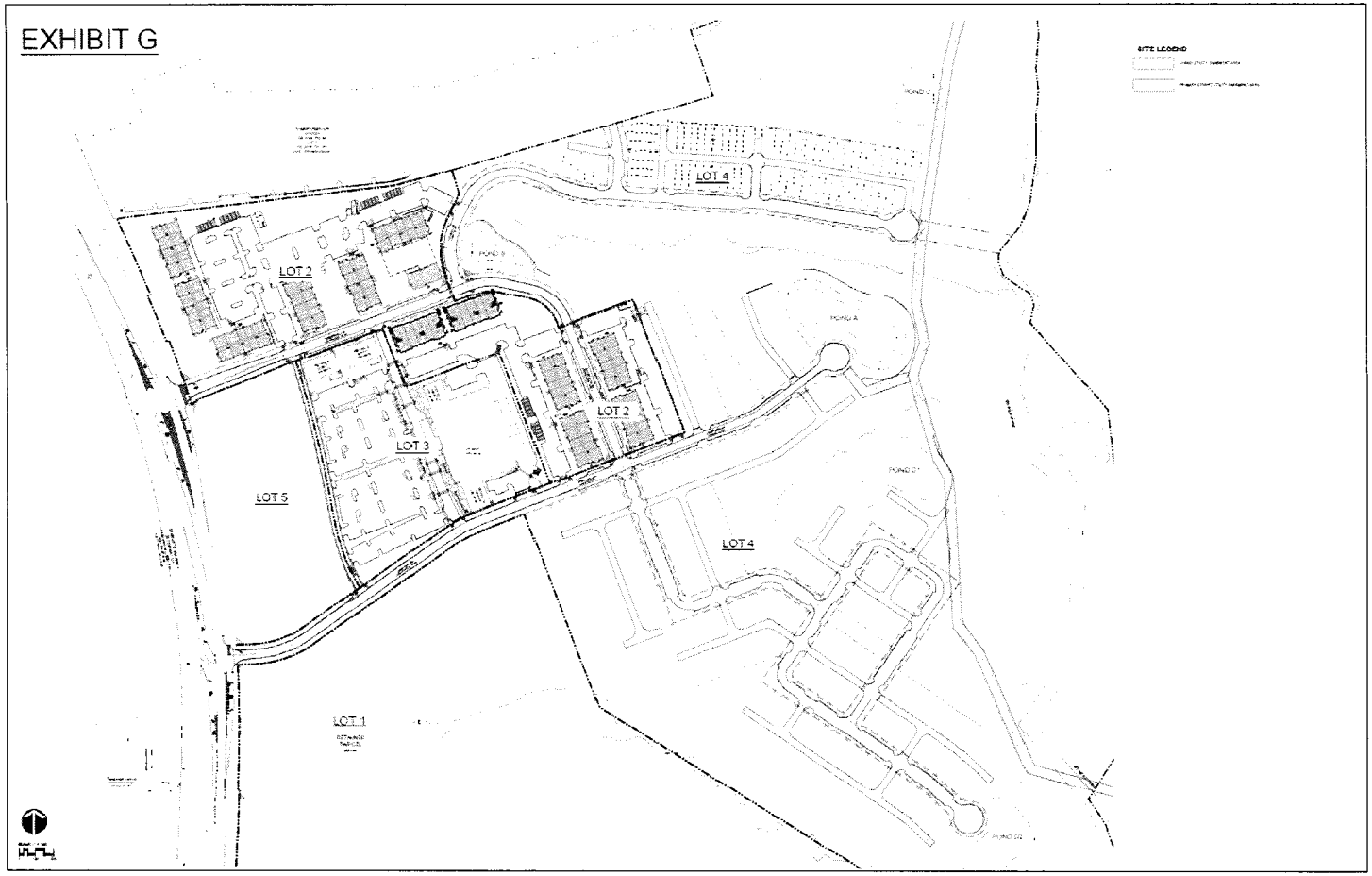

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EXHIBIT H

Grocery Restriction

Use Restrictions. No portion of the Property shall be leased or used for the following uses: (a) a movie theater (except that same shall be permitted on Lot 1), (b) a cocktail lounge, tavern, bar, wine bar and/or brewery (except that the sale of beer, wine and/or liquor for on or off-premises consumption by a grocery store constructed on the Grocery Lot shall be permitted, and a bar in conjunction with a restaurant is allowed), (c) a health club or spa with leased space of more than five thousand (5,000) square feet (except with the prior written consent of the Grocery Lot Owner, which may be withheld in such Owner's sole discretion, and except that same shall be permitted on Lot 1), (d) a night club or discotheque, (e) any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction), (f) any dumping, disposing, incineration, or reduction of garbage (exclusive of dumpsters), (g) an auction house operation or flea market, (h) any automobile, truck, trailer, or R.V. sales, leasing, display, or repair; provided, however, an auto parts sales location is allowed, as is a quick-service automotive repair shop, such as an oil-change center, as is a tire sales shop, such as Firestone or Goodyear, (i) any skating rink, bowling alley, bingo parlor, or other place whose primary business is recreation or amusement, (j) any animal raising facilities, veterinary clinics, facilities providing animal daycare or boarding or pet shops; provided, however that a veterinary clinic, such as a Banfield Pet Hospital, is allowed, but only on the southernmost parcel created within the Retail Lot, (k) a mortuary or funeral parlor, (l) any establishment renting, selling, or exhibiting pornographic materials, (m) school or training facilities; provided, however, tutoring facility, school of dance, children's play centers and day care centers are allowed, and except that same shall be permitted on any Commercial Lot, (n) a manufacturing or warehouse facility (except that same shall be permitted on Lot 1), (o) a nursing home, or (p) any church (except that same shall be permitted on Lot 1). The foregoing shall not apply to first-class amenities which may be located in an apartment or other residential community on a Residential Lot, such as a fitness center.

Grocery Exclusive. For so long as the Grocery Lot Owner or one or more of its tenants, affiliates, successors and/or assigns, including, without limitation, such Owner's successors in interest to title, or such Owner's tenants' subtenants, successors and/or assigns are operating a grocery store on the Grocery Lot (other than temporary closures due to force majeure, casualty, condemnation and bona fide remodeling), all owners, tenants and other occupants of any of the Property shall not sell, convey, lease, rent, operate, use, occupy, or suffer or permit to be occupied, any part of the Project for the operation of a Prohibited Grocery Use. As used herein, the term "**Prohibited Grocery Use**" means any one or more of the following: (i) a food store or a food department, including, without limitation, a so-called "grocery store" or "supermarket" and any Deli Store (defined below), and (ii) the sale of any Grocery Items (defined below) for off-premises consumption. As used herein, the term "Grocery Items" shall collectively refer to produce, fresh meat, dairy products, wine, beer, and bakery products. As used herein, the term "Deli Store" means any deli sandwich shop (*e.g.,* Jimmy John's or Jersey Mike's) or deli store, except that (i) one (1) sandwich/sub shop outside of the Grocery Lot shall be permitted and (ii) any Deli Store located within a Permitted Retail User's (defined below) store (*e.g.*, a Subway within a Target) on

Lot 1 shall be deemed acceptable. The "**Prohibited Grocery Use**" shall not include the sale of Grocery Items as an incidental part to any particular operator's principal business, so long as the total number of square feet devoted by such operator to the display for sale of Grocery Items does not, in the aggregate, exceed five percent (5%) of the total number of square feet of building area leased or occupied by such operator in the Project, or 500 square feet (including, in either such case, one-half (1/2) of the aisle space adjacent to any display area), whichever is smaller. No owner, tenant or occupant of the Retail Lot or Lot 1 shall sell, convey, lease, rent, operate, use, occupy, or suffer or permit to be occupied, any part of such Lot for lockers used for retail pick-up and/or drop off (such as Amazon lockers) for grocery deliveries; provided, however, that the restriction in this sentence shall not apply to (a) Permitted Retail Users (*e.g.*, Permitted Retail Users may have lockers on Lot 1 for grocery items sold in their premises, and Permitted Retail Users may have lockers on Lot 1 for non-grocery items whether such items are sold in their premises) or (b) Uber Eats, Door Dash or similar delivery services.

Notwithstanding the foregoing to the contrary, nothing herein shall prevent (i) restaurants, (ii) coffee concepts (such as Starbucks), (iii) convenience stores (such as 7-Eleven), so long as no more than 3,000 square feet of building area (including one-half (1/2) of the aisle space adjacent to any display area) is devoted to the display for sale of Grocery Items, or (iv) first-class amenities which may be located in an apartment or other residential community on a Residential Lot.

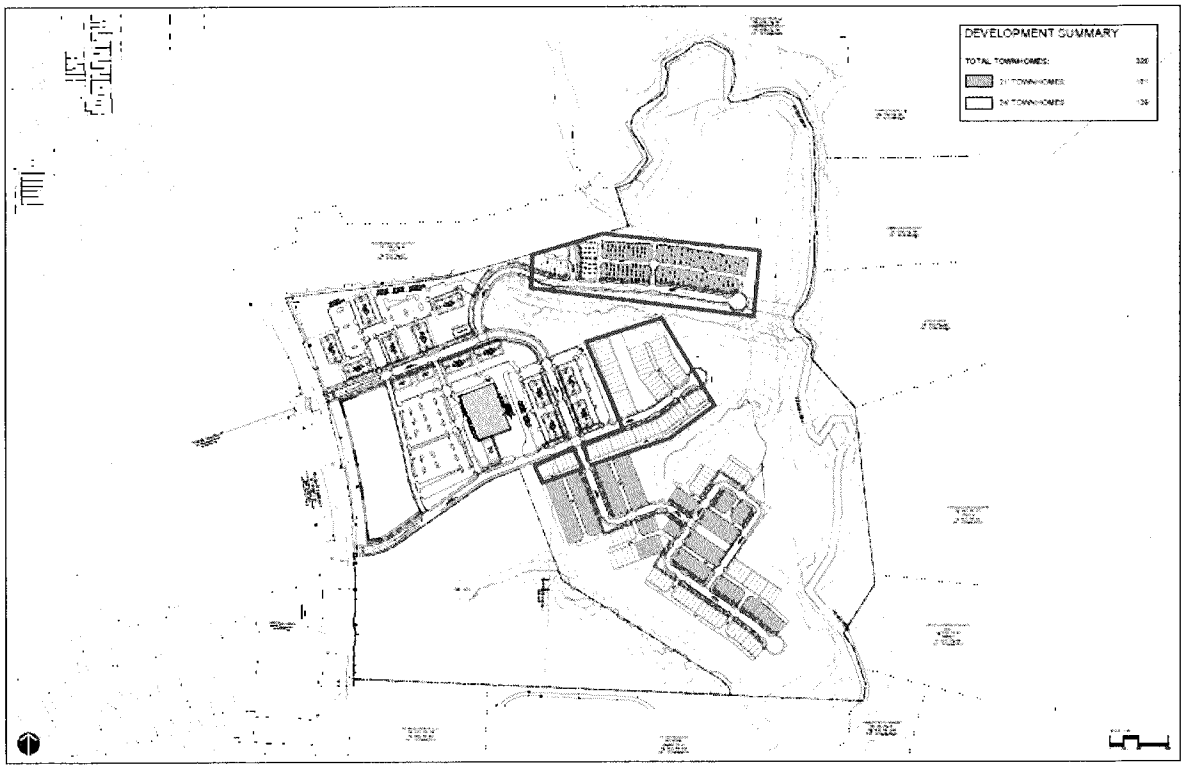
Further, nothing herein shall prevent a Target, Costco, Sam's Club or BJ's (a "**Permitted Retail User**") from operating on Lot 1 only, provided such Permitted Retail User is occupying more than 25,000 square feet and is not operating exclusively as a grocery store. A Permitted Retail User shall remain a Permitted Retail User if such Permitted Retail User changes its trade name from time to time, or if such Permitted Retail User is sold and there is a change in the Permitted Retail User's trade name as a result of such transaction (provided such subsequent Permitted Retail User is occupying more than 25,000 square feet and such subsequent Permitted Retail User is not operating exclusively as a grocery store, as set forth above).

EXHIBIT I

Single Family Rental Restriction

The units on the Single-Family Lot outlined below on may be developed or operated for rent or for sale.

Otherwise, no portion of the Single-Family Lot shall be developed or operated exclusively or primarily as a for rent community. For avoidance of any doubt, the foregoing shall not prohibit individual homeowners from renting their homes to third parties or prohibit Single-Family Developer from entering into customary sale and leaseback arrangements for model homes. Rather, it shall just prohibit primarily leasing, rather than selling, of homes.

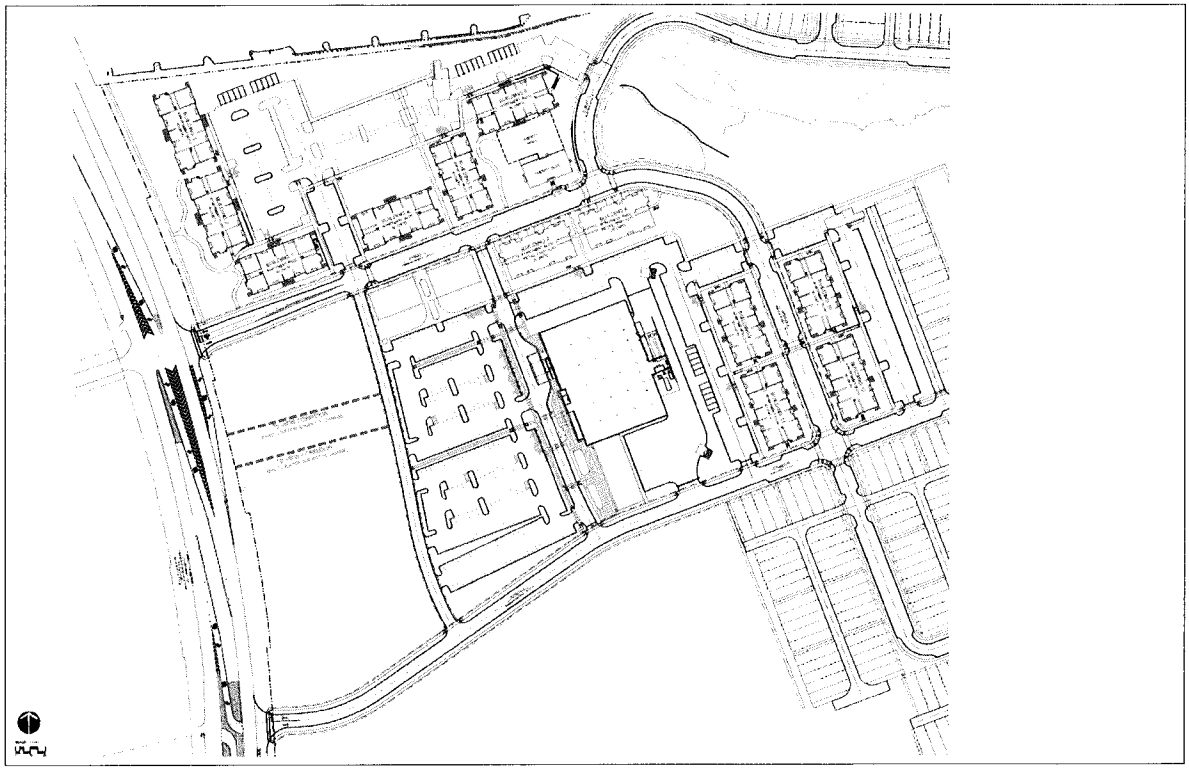


THE EXCHANGE AT INDIAN LAND • INDIAN LAND, SC • SITE PLAN

LandDesign

EXHIBIT J

View Corridor



INDIAN LAND EXCHANGE • INDIAN LAND, SC • VIEW CORRIDOR EXHIBIT

LandDesign.

July ___, 2023

County of Lancaster
Attn: Mr. Dennis E. Marstall, County Administrator
101 N. Main St.
Lancaster, SC 29720

Re: Agreed Property Rezoning and Agreement to Waive and Terminate the CCR's Under Section 4.01F of The Exchange at Indian Land Development Agreement as a Result of Rezoning

Dear Mr. Marstall:

On March 31, 2023, Crosland Southeast, through its affiliate C4 OP Owner, LLC, filed its Application to rezone TM# 0010-00-029.00 totaling 28.01 acres, more or less ("Property") from the Light Industrial ("LI") District to Regional Business ("RB") District. On July 17, 2023 the Lancaster County Council will consider Third Reading for its Ordinance 2023-1852 granting this Application and changing the Property's zoning from LI District to RB District.

Section 4.01F of The Exchange at Indian Land Development Agreement, dated July 25, 2021, calls for Covenants, Conditions and Restrictions ("CCR's") to be imposed on the Property limiting its development to certain uses that are allowed in the Light Industrial ("LI") District. The form of the Declaration of Covenants, Conditions and Restrictions originally intended for the Property is Exhibit F to the Development Agreement ("Declaration"). Section 4.01F of the Development Agreement and Article 2.1 of the form of the Declaration provide that the Declaration may be changed or terminated with the agreement of Lancaster County; Section 4.01F also provides that agreed changes to the zoning or the CCR's applicable to the Property shall not require an amendment of the Development Agreement.

This is to confirm that Lancaster County and the undersigned owner and developer are in agreement that the Property shall be rezoned from LI District to RB District. The County Council's rezoning of the Property from LI District to RB District will render Section 4.01F of the Development Agreement and the need to file the Declaration (limiting development of the Property to certain uses allowed in the LI District) moot and no longer appropriate. We request that Lancaster County confirm its agreement that Section 4.01F of the Development Agreement and its requirement to impose the Declaration on the Property shall be deemed waived as a result of Ordinance 2023-1852 changing the Property's zoning classification and that the Declaration shall be deemed terminated and of no force and effect. Finally, we request that the County agree to execute other and further documents to memorialize the foregoing waiver of Section 4.01F and the termination of the Declaration including for the purpose of reflecting the same in the County's property records, if requested.

Please confirm Lancaster County's agreement with the foregoing by signing this letter in the space below.
Sincerely,

C4 OP Owner, LLC
By: _____
Peter B. Pappas, Authorized Signatory

C4 Exchange Land Co., LLC
By: _____
Peter B. Pappas, Authorized Signatory

cc: County of Lancaster
Attn: Ginny L. Merck-DuPont, County Attorney
101 N. Main St.
Lancaster, SC 29720

Benjamin A. Johnson, Robinson Bradshaw

Lancaster County's Confirmation and Agreement:

Lancaster County, by and through its undersigned representative, hereby confirms its agreement that the subject Property shall be rezoned from LI District to RB District; confirms the County's agreement that Section 4.01F of The Exchange at Indian Land Development Agreement and its requirement to impose the Declaration on the subject Property shall be deemed waived as a result of Ordinance 2023-1852 changing the Property's zoning classification from LI District to RB District; and confirms the County's agreement that the Declaration shall be deemed terminated and of no force and effect. Lancaster County also agrees to execute other and further documents to memorialize the foregoing waiver of Section 4.01F and the termination of the Declaration including for the purpose of reflecting the same in the County's property records, if requested.

Lancaster County, South Carolina

By: _____

Its: _____

Date: _____

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1853 / Planning Case Number: UDO-TA-2022-0344
Contact Person / Sponsor: A. Hardin / Planning
Department: Planning
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Application by C4 OP Owner LLC to amend UDO sections 4.3.2 regarding Highway Corridor Overlay regulations.

Points to Consider:
Please see the attached Updated Staff Report.

Funding and Liability Factors:
N/A

Recommendation:
The Planning Commission did not provide a recommendation by a vote of 3-3 and the Planning staff advised against a whole scale regulation exemption and advised to address the issue in a more targeted approach.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1853	6/20/2023	Ordinance
Updated Staff Report	6/5/2023	Planning Staff Report
Application and Draft Text Amendments	4/4/2023	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2023-1853**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 4.3.2, HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO), TO EXCLUDE HOSPITALS, MEDICAL CLINICS, AND LARGE-SCALE RETAILER FACILITIES FROM CERTAIN PORTIONS OF SECTION 4.3.2 ON THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section 1. Findings and Determinations.

The Council of Lancaster County ("Council) finds and determines that:

(a) Lancaster County initiated a full rewrite of the Unified Development Ordinance (UDO) in October 2021 to address substantive issues with the UDO, has retained a UDO consultant to assist in the full rewrite of the UDO, and the full rewrite is expected to take another twelve (12) to eighteen (18) months to complete.
(b) Development interest and activity in Lancaster County continues to increase and at time, economic development projects are presented to the Council that, in order to comply with technical requirements of the UDO, require an amendment to said technical requirements.
(c) The current Lancaster County UDO requires properties that abut US Highway 521 (between SC Highway 75 and the state line) and those on SC Highway 160 from US Highway 521 to the county line to follow special guidelines with the goal to preserve and enhance major gateways to Lancaster County.
(d) This includes requirements for new structures to be built close to and facing the highway corridors, and placing at least 55% of the required parking behind the building.
(e) The proposed text amendment would exempt hospitals, medical clinics, and "large-scale retail" facilities from those design guidelines that support the mixture of uses along the Hwy 521 and SC 160 corridor. The reasoning for this is that these facilities have unique design issues that are not easily accommodated by the current regulations.
(f) The text amendment is consistent with the economic development goals of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as applicable provisions of South Carolina Code, Title VI.
(g) Lancaster County Planning Commission considered the proposed text amendment at its meeting on May 16, 2023 and by a 3-3 vote did not provide a recommendation for this amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance), is amended as set forth in the "Interim Ordinance - Exhibit 1" attached hereto and incorporated herein by reference.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 12, 2023
Public Hearing: June 12, 2023
Second Reading: June 26, 2023
Third Reading: July 17, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

ALTERNATIVE 1 – with edits after 1st reading

Section 4.3.2. HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO)

B. DISTRICT BOUNDARIES AND APPLICABILITY

B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations text located in Section 4.3.2.F.1, all of Subsection 4.3.2.F.1.a and 4.3.2.F.1.c., the development regulations text of Section 4.3.2.G.1., and all of Subsection 4.3.2.G.1.a and 4.3.2.G.1.c.

D. Any property zoned and used for a single-family residential use, including the single-family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in the specific text of Section 4.3.2.F.1., all of Subsection 4.3.2.F.1.a and 4.3.2.F.1.c, the specific text of Section 4.3.2.G.1., and all of Subsection 4.3.2.G.1.a and 4.3.2.G.1.c. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

4.3.2.J. LANDSCAPING, BUFFER YARD, AND SCREENING REQUIREMENTS

2. Corridor Frontage Buffer: A Corridor Frontage Buffer shall be required within the first 25 feet of front yard as measured from the edge of the road right-of-way. The following shall apply:

a. Three 3 canopy trees shall be planted per 100 feet of corridor frontage and shall be equally spaced on center where possible. Where overhead utility lines exist, 5 understory trees shall be planted per 100 feet of corridor frontage instead and shall be equally spaced on center where possible. At installation, canopy trees shall have a minimum caliper of 2.5 inches when measured 6 inches above ground with a minimum height of 10-12 feet; understory trees shall have a minimum caliper of 2.5 inches when measured 6 inches above ground with a minimum height of 8-10 feet;

b. In addition to the tree requirement, the Corridor Frontage Buffer shall consist of any combination of shrubs, turf grass, or other ground cover, with the exception of hospitals, medical clinics, and large-scale retailers, which will require the space between canopy or understory trees to be filled with a mixture of crepe myrtles, wax myrtles, and arbor vitae (all in tree form and a minimum of three inches DBH), spaced five (5) feet apart, for the length of the property line as it abuts the corridor, and will be supplemented by a minimum of three evergreen shrubs between each crepe myrtle/wax myrtle/arbor vitae, except in sight triangles. In general, no portion of the Corridor Frontage Buffer shall contain bare soil;

PROPOSAL:	Amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay regulations
APPLICABLE CHAPTER(S):	Chapter 4
APPLICANT:	Yates Dunaway (Crosland LLC) on behalf of C4 OP Owner LLC
STATUTORY NOTICES:	Hearing notice published 4/29/2023 in The Lancaster News And 5/03/2023 in Carolina Gateway

All proposed amendments have been processed and notified as required by UDO Section 9.2.15.

PROJECT SUMMARY & PROPOSAL:

On behalf of C4 OP Owner LLC, applicant Yates Dunaway is proposing to amend Chapter 4 and Chapter 7 of the Unified Development Ordinance (UDO) to ***modify Section 4.3.2, Highway Corridor Overlay regulations, Section 7.2.6 Bicycle Parking, Section 7.4.5 Signage standards, and Section 10.3 Definitions***. These four (4) requests are related to a proposed development in The Exchange along Hwy 521/Charlotte Hwy, located in the "Neighborhood Mixed Use" category of the Comprehensive Plan's Future Land Use map.

This report focuses on the proposed changes to Chapter 4, Sections 4.3.2.

OUTLINE OF TEXT AMENDMENT:

The applicant has submitted text amendments that are related to the proposed Costco site in The Exchange mixed-use project located on Charlotte Hwy. Staff has arranged the requests based on the UDO Chapter proposed for amendment.

The applicant has also applied for a rezoning for 28 acres to convert from Light Industrial to regional business, which is reported on under case file RZ-2022-0344.

The following sections of Chapter 4 are proposed to be amended:

Section 4.3.2.B – Highway Corridor Overlay District Boundaries and Applicability and **Section 4.3.2.D** – Highway Corridor Overlay District Exceptions and Non-Conforming Situations

---

Section 4.3.2.B *Highway Corridor Overlay District Boundaries and Applicability* and Section 4.3.2.D – *Highway Corridor Overlay District Exceptions and Non-Conforming Situations*

PROPOSED TEXT AMENDMENTS:

The following sections of the UDO are proposed to be amended with the additional language (underlined):

Section 4.3.2. B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations located in **Section 4.3.2.F. l., Subsection 4.3.2.F.1.a., Section 4.3.2.G. l., and Subsection 4.3.2.G. l.a.**

Section 4.3.2.D. Any property zoned and used for a single-family residential use, including the single-family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in **Section 4.3.2. F.1. Subsection 4.3.2.F.1.~~a~~, Section 4.3.2. G.1., and Subsection 4.3.2.G.1.a.** When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

The effect of the two proposals is primarily the same.

RELEVANT CODE:

The proposal is to exempt the applicant's project from the development regulations in Sections 4.3.2.F.1 and 4.3.2.G.1, as follows (proposed exemptions highlighted in yellow):

4.3.2.F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

1. Building Placement: All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:

a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply; however, in no instance shall the front setback be less than 50 feet. For commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC).

b. Notwithstanding any other provisions of the UDO, existing buildings built as of June 9, 2014, and not in conformity with the 50-foot front setback shall not be precluded from expanding in size based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback and provide a minimum 25- foot front setback.

c. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

d. The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.

4.3.2.G. PARKING AND VEHICULAR ACCESS

1. Off-Street Parking: For buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of the building it serves. Side yard parking is permissible and shall occupy no more than 45 percent of the principle corridor frontage line. The following shall also apply:

a. Where dimensions or topographical constraints of existing parcels restrict the location of off-street parking to the rear of the building it serves, the restrictions on side yard parking may be modified, on a case-by-case basis, by the Administrator;

b. Uninterrupted areas of parking areas shall be limited in size. Parking areas with more than 20 space[s] shall be broken by buildings and/or landscape features outlined in Section 4.3.2.K.6; and

c. Parking areas shall be designed to allow pedestrians to safely move from their vehicles to the building.

CURRENT CODE:

4.3.2 HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO)
The Highway Corridor Overlay District is hereby established and is subject to the following general provisions:

A. PURPOSE AND INTENT
The Highway Corridor Overlay District is established to preserve and enhance corridors that serve as major gateways leading to, from, and within Lancaster County. As both commercial and residential land uses exist along such corridors, there is a desire of the residents of Lancaster County to provide standards relative to connectivity, aesthetic appearance, and safety along major gateways. The land use recommendations and design requirements contained in the Highway Corridor Overlay District are the result of a community-wide effort. As such, the intent of this district is to provide unified land development regulations that promote a sense of place and create consistency along significant corridors by improving the visual character of adjacent development.

B. DISTRICT BOUNDARIES AND APPLICABILITY
The Highway Corridor Overlay District applies to the following:

1. The County Council shall designate the property that is subject to the provisions of the Highway Corridor Overlay District by rezoning the properties in accordance with the procedures and requirements applicable to map amendments. In general, for those highways identified for Highway Corridor Overlay District status, the district designation shall apply to all parcels fronting on or within 1,000 feet of the right-of-way of the designated highway. Only the following highways are designated as a Highway Corridor Overlay District:

a. US Highway 521 from SC Highway 75 (Waxhaw Highway) northward to the North/South Carolina state line; and

b. SC Highway 160 from US Highway 521 westward to the York/Lancaster County line.

2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district.

3. Any property within the Highway Overlay District zoned and used for industrial use, LI and HI, shall be subject to the provisions set forth in Section 4.3.2.N; and

4. This district shall also apply to all shared access easements and/or cross-access easements located within the areas defined in Section 4.3.2.B.1, including, but not limited to, those that may be used to access any parcel or parcels beyond the boundaries of this district.

RELEVANT COMPREHENSIVE PLAN CITATIONS:

Land Use Element – Community Types

An important concept introduced during the regional planning process was designating areas based on "community types." … The use of community types marks a significant shift in planning practice in the last ten to fifteen years, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work and play.

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

Walkable Activity Center: Land Use Considerations		
Condominium / Apartment	Professional Office	Movie Theatre
Live/Work Unit	Government Building	Pocket Park
Community-wide Commercial	Church/School	Farmers' Market
Restaurant	Library	

The Neighborhood Mixed-Use Future Land Use Category covers the upper half of the Panhandle, terminating at Waxhaw Highway (Route 75). The Neighborhood Mixed Use Future Land Use Category and Walkable Neighborhood Community Type are intended to be compatible with the existing suburban character of the area.

DISCUSSION:

Exempting certain uses from 4.3.2.F.1 (regulatory language) and 4.3.2.F.1.a removes the following requirements:

- Buildings to front on a street
- Front façade to be parallel to property lines
- Additional setbacks along Hwy 521 that provide room for highway expansion

Exempting certain uses from 4.3.2.G.1 (regulatory language) and 4.3.2.G.1.a removes the following requirements:

- On-site parking primarily located in the rear of the building site
- Allowance of no more than 45 percent of parking in the side yard
- Allowance of staff to modify side yard parking restrictions

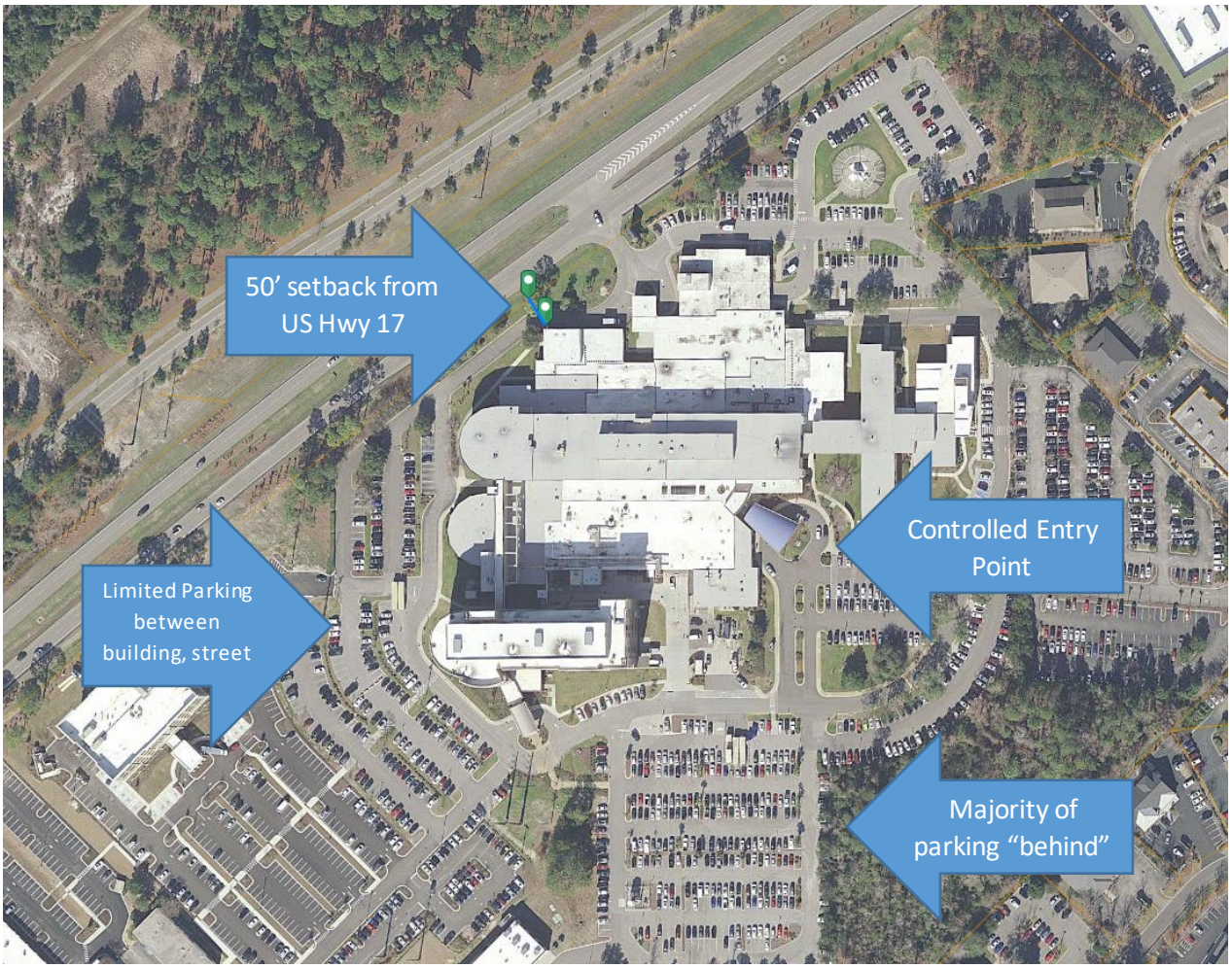
In the applicant's narrative, it's noted that *"Requiring frontage on the highway corridor and doing so as close as 25 feet has proven to be unworkable in many instances and counter to the goal of allowing room for the planned future widening of Highway 521 itself. For these reasons, the current draft of the Highway Corridor Overlay District in the UDO Update dated December 21, 2022, Chapter 2, proposed Section 2. 7.3, footnote 3 7, calls for the elimination of the build-to line and the 25 feet setbacks."*

Staff does not contest this point, but wishes to clarify the following:

- An amendment to the UDO has already been made to require a minimum of 50 ft front setback along public and private roads (Ordinance 2021-1783, effective December 13, 2021).
- The current UDO draft is still a work in progress, and should not be used to indicate what will or won't be adopted when the rewrite is completed.

The applicant also notes that the staff has recommended "*allowing parking between the road and building for large centers."* This statement leaves out a key component of the staff's recommendation, which is to allow *limited* parking. The full quote is as follows: **"Consider allowing some limited parking between the road and building for larger centers."**

Regarding medical clinic and hospital design, it is clear that these uses serve a unique role in the community. Recent hospital design standards, however, have been migrating to a central entry point away from the main road and internal to the campus, located in an area that can be better controlled for security. An example of this is Grand Strand Regional Medical Center in Myrtle Beach, SC:



View from Highway:

FINDINGS AND CONCLUSIONS:

Staff opines that the proposed text amendment is inconsistent with the "Walkable Neighborhood" community type provisions of the Comprehensive Plan.

What Makes a Community Walkable?
https://www.walkscore.com/walkable-neighborhoods.shtml

- **A center:** Walkable neighborhoods have a center, whether it's a main street or a public space.
- **People:** Enough people for businesses to flourish and for public transit to run frequently.
- **Mixed income, mixed use:** Affordable housing located near businesses.
- **Parks and public space:** Plenty of public places to gather and play.
- **Pedestrian design:** Buildings are close to the street; parking lots are relegated to the back.
- **Schools and workplaces:** Close enough that most residents can walk from their homes.
- **Complete streets:** Streets designed for bicyclists, pedestrians, and transit.

Staff further opines that removing large-scale uses from regulations that are intended to create a sense of place, visual character, standard connectivity, aesthetic appearance, and safety goes against what that the Highway Corridor Overlay District was designed to achieve. The text as presented is not recommended.

STAFF RECOMMENDATION:

Staff would advise against a wholescale regulation exemption and address the issue in a more targeted approach. Optional changes are provided below (with additions underlined and deletions shown in ~~strikethrough~~).

4.3.2.F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

1. Building Placement: All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:

a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply; however, in no instance shall the front setback be less than 50 feet. For hospitals, medical clinics, large-scale retail facilities, and commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC). TRC will consider the allowances in 4.3.2.G.1 when reviewing setbacks for hospitals, medical clinics, and large-scale retail facilities.

b. Notwithstanding any other provisions of the UDO, existing buildings built as of June 9, 2014, and not in conformity with the 50-foot front setback shall not be precluded from expanding in size

based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback and provide a minimum 25- foot front setback.

c. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building. For hospitals, medical clinics, and large-scale retail facilities with room for an off-set or corner door entrance on a side, this may be provided in place of a rear door.

d. The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.

4.3.2.G. PARKING AND VEHICULAR ACCESS

1. Off-Street Parking: For buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of the building it serves. Side yard parking is permissible and shall occupy no more than 45 percent of the principle corridor frontage line. The following shall also apply:

a. Where dimensions or topographical constraints of existing parcels restrict the location of off-street parking to the rear of the building it serves, the restrictions on side yard parking may be modified, on a case-by-case basis, by the Administrator;

b. Uninterrupted areas of parking areas shall be limited in size. Parking areas with more than 20 space[s] shall be broken by buildings and/or landscape features as outlined in Section 4.3.2.K.6; and

c. Parking areas shall be designed to allow pedestrians to safely move from their vehicles to the building.

d. Hospitals, medical clinics, and large-scale retail facilities in the HCO may include up to two (2) parking drive aisles between Hwy 521 and the adjacent building. This parking area may be no wider than 125 feet, inclusive of required landscaping islands and drive aisles. This parking area includes the 50-foot setback required in Section 4.3.2.F.1.a., for a net addition of 75 feet in setback. Where setback regulations conflict with this provision, this section of code will prevail.

APPLICANT'S RESPONSE TO STAFF'S PROPOSAL: The applicant appreciates staff's input but respectfully requests the original wording.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission motion to recommend approval failed on a 3 – 3 vote. The Planning Commission has no recommendation on this item.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment from Applicant
3. Staff's Alternative

STAFF CONTACT:

Allison Hardin, Interim Planning Director
ahardin@lancastersc.net

Lancaster County
South Carolina

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended: See Text Amendment Items 1 through 5 on attached pages.

Current Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the current text of the UDO Sections Proposed to be Amended.

Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the proposed new text (underlined) for the UDO Sections Proposed to be ~~Amended~~.

Description of Need for Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the accompanying Description of Need for each Proposed Text Amendment.

☑ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Yates Dunaway for C4 OP Owner, LLC

Address: 801 East Blvd

City: Charlotte State: NC Zip: 28203 Phone: 312-485-2722

Fax: _____ Email: ydunaway@csere.com

APPLICATION CERTIFICATIONS

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

Yates Dunaway — 3-30-23

Applicant — Date

Yates Dunaway — 3-30-23

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Text Amendment Application Fee - $435.00

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval

Text Amendment Item 1.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.B.2 – DISTRICT BOUNDARIES AND APPLICABILITY:

B. DISTRICT BOUNDARIES AND APPLICABILITY

Section 4.3.2.B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations located in Section 4.3.2.F.1., Subsection 4.3.2.F.1.b., Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a.

Description of Need for Proposed Text. Currently, Section 4.3.2.F.1. requires that the front façade of buildings shall front on the street and be parallel to front property lines when placed along the corridor right-of-way. Subsection 4.3.2.F.1.b. requires that when fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

Section 4.3.2.G.1. requires that, for buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of building it serves and provides that side yard parking shall occupy no more than 45 percent of the principal corridor frontage line. Subsection 4.3.2.G.1.a. grants the Administrator authority to allow a higher percentage of side yard parking where dimensions or topographical constraints restrict the amount of off-street parking that can be placed to the rear of the building it serves.

Requiring frontage on the highway corridor and doing so as close as 25 feet has proven to be unworkable in many instances and counter to the goal of allowing room for the planned future widening of Highway 521 itself. For these reasons, the current draft of the Highway Corridor Overlay District in the UDO Update dated December 21, 2022, Chapter 2, proposed Section 2.7.3, footnote 37, calls for the elimination of the build-to line and the 25 feet setbacks.

Furthermore, the County's UDO Assessment, dated August 26, 2021, Appendix 1, Staff Recommendations for UDO Update, at page 10, reflects the opinions of both the Staff and Economic Development that the limitation on retail stores visible from the road with parking in front does not lend itself to developments that appear welcoming and full of activity, which in turn limits their ability to be successful. Economic Development recommended eliminating design requirements that hide the front of stores from the road and that require buildings to be constructed close to the road. Staff Recommendations regarding Section 4.3.2.G specifically call for allowing parking between the road and building for large centers.

Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area. For the reasons stated by Staff in the UDO Assessment and as reflected in draft of Section 2.7.3 prepared by the County's consultants, these projects should not be required to front up against the highway corridor. Large-Scale Retailers should be allowed to locate their major buildings back

away from the corridor with parking surrounding them including parking located between the road and building. For these same reasons, the current limitations on side yard parking and requirement for front and rear building access should be eliminated for Large-Scale Retailers.

Hospitals and Medical Clinics serve a unique role in our community and have a standard site layout. For many of the reasons stated above, future highway widening and visibility, medical buildings should not be required to front up against the highway corridor with limited setbacks. Moreover, basic access to Hospitals and Medical Clinics calls for non-emergency patients and visitors to park and enter the front of the building. The emergency department and ambulance access are located at the rear of the building. And for safety and privacy reasons non-emergency and emergency access are kept separate.

Text Amendment Item 2.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS:

> **Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS**
>
> Any property zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in Section 4.3.2.F.1. Subsection 4.3.2.F.1.b, Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

Description of Need for Proposed Text. Please see discussion under Amendment Item 1 above.

Text Amendment Item 3.

Amend Section 10.3 of the UDO to add a new definition for "Large Scale Retailer":

> "Large-Scale Retailer" is a type of General Commercial use and includes membership-only retail warehouse facilities. Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area.

Description of Need for Proposed Text. Large-Scale Retailers are unique. They occupy very large buildings that are not conducive to fronting against a highway corridor. They have large customer parking demands that justify locating parking surrounding them including parking located between the road and building. Parking requirements would fall under General Commercial at 1 space per 250 SF per Section 7.2.4.A.

Text Amendment Item 4.

Add a new line (new line underlined below) to the chart located in UDO Section 7.2.6.A. – BICYCLE PARKING - for Large-Scale Retailer use:

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

The following minimum bicycle parking spaces are required (Excludes RUB, LI, HI, and M Districts):

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	3	None Required
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

Description of Need for Proposed Text. Large-Scale Retailers serve the public who buy significant quantities of goods and large-sized goods to transport home, in car trunks, in trucks, on tops of cars, and otherwise. The need for bicycle parking is virtually non-existent. If the current bicycle requirement were applied to Large-Scale Retailers and calculated by the amount of floor area, then the result would be an extraordinary number of spaces reserved for a method of transportation that does not apply due to the quantities and size of goods typically involved in sales by Large-Scale Retailers.

Text Amendment Item 5.

Amend UDO Section 7.4.5, "Signage Standards by Category," by adding the underlined text to Section 7.4.5.A., "Attached Sign Standards," Subsection A., "Wall Signs," at bottom of the column for "Maximum Area," adding ", except 400 sq ft per building wall maximum for Large-Scale Retailer":

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum	No sign shall extend above the roofline	12 inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum.			
	LI, HI, GB, RB	50 sq ft OR 1sq ft per linear ft of building wall, whichever is greater. 75 sq ft building maximum, **except 400 sq ft per building wall maximum for Large -Scale Retailer**			

Description of Need for Proposed Text. Large-Scale Retailers by definition have over 100,000 square feet of gross floor area. The limit on wall signage of 75 square feet would produce wall signage size that is inadequate and disproportionate architecturally to the magnitude of the building. A sign this small would look awkward and out of place on the wall of a Large-Scale Retailer's building. Increasing the maximum signage to 400 square feet per wall is in line with the magnitude of the building and comparable to existing major retailers in the vicinity, such as Walmart and Lowe's Home Improvement. Note that Applicant seeks relief from the HCO's requirement that the Large-Scale Retailer building front on the highway corridor and that the planned building will be located some distance back from the highway.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1855 / Planning Case Number: UDO-TA-2022-0344
Contact Person / Sponsor: A. Davis / Planning
Department: Planning
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Application by C4 OP Owner LLC to amend UDO section 10.3 to add a new definition for "Large Scale Retailer."

Points to Consider:
Please see attached Updated Staff Report.

Funding and Liability Factors:
N/A

Recommendation:
The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1855	6/20/2023	Ordinance
Updated Staff Report	6/5/2023	Ordinance
Application and Draft Text Amendments	4/4/2023	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2023-1855

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 10.3, USE TYPE DEFINITIONS, TO INCLUDE A NEW USE DEFINITION FOR "LARGE-SCALE RETAILER" ON THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section 1. Findings and Determinations.

The Council of Lancaster County ("Council) finds and determines that:

(a) Lancaster County initiated a full rewrite of the Unified Development Ordinance (UDO) in October 2021 to address substantive issues with the UDO, has retained a UDO consultant to assist in the full rewrite of the UDO, and the full rewrite is expected to take another twelve (12) to eighteen (18) months to complete.
(b) Development interest and activity in Lancaster County continues to increase and at time, economic development projects are presented to the Council that, in order to comply with technical requirements of the UDO, require an amendment to said technical requirements.
(c) The current Lancaster County UDO does not recognize a difference between retailers based on square footage, but the differences exist. Large-scale retailers have different impacts to the community, can create more jobs, require more parking, and have more wall space on which to display signage.
(d) The proposed text amendment would create a definition for a "large-scale retail" facility that would then be applied to other regulations within the UDO to address the specific needs of such operations.
(e) The text amendment is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as applicable provisions of South Carolina Code, Title VI.
(f) Lancaster County Planning Commission considered the proposed text amendment at its meeting on May 16, 2023, and by a 6-0 vote recommended approval of the proposed text amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance), is amended as set forth in the "Interim Ordinance - Exhibit 1" attached hereto and incorporated herein by reference.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	June 12, 2023
Public Hearing:	June 12, 2023
Second Reading:	June 26, 2023
Third Reading:	July 17, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

AMENDMENT

10.3 DEFINITIONS, USE TYPE – *include new definition as follows:*

RETAILER, LARGE-SCALE A retail use located in a single building of at least 100,000 square feet of gross retail floor area.

PROPOSAL:	Amend Unified Development Ordinance Section 10.3, Use Type Definitions
APPLICABLE CHAPTER(S):	Chapter 10
APPLICANT:	Yates Dunaway (Crosland LLC) on behalf of C4 OP Owner LLC
STATUTORY NOTICES:	Hearing notice published 4/29/2023 in The Lancaster News And 5/03/2023 in Carolina Gateway

All proposed amendments have been processed and notified as required by UDO Section 9.2.15.

PROJECT SUMMARY & PROPOSAL:

On behalf of C4 OP Owner LLC, applicant Yates Dunaway is proposing to amend Chapter 4 and Chapter 7 of the Unified Development Ordinance (UDO) to ***modify Section 4.3.2, Highway Corridor Overlay regulations, Section 7.2.6 Bicycle Parking, Section 7.4.5 Signage standards, and Section 10.3 Definitions***. These four (4) requests are related to a proposed development in The Exchange along Hwy 521/Charlotte Hwy, located in the "Neighborhood Mixed Use" category of the Comprehensive Plan's Future Land Use map.

This report focuses on the proposed changes to Chapter 10, Section 10.3.

OUTLINE OF TEXT AMENDMENT:

The applicant has submitted text amendments that are related to the proposed Costco site in The Exchange mixed-use project located on Charlotte Hwy. Staff has arranged the requests based on the UDO Chapter proposed for amendment.

The applicant has also applied for a rezoning for 28 acres to convert from Light Industrial to regional business, which is reported on under case file RZ-2022-0344.

The following section of Chapter 10 is proposed to be amended:

Section 10.3 – Definitions, to add a definition for "Large-Scale Retailer"

Section 10.3 – Definitions, to add a definition for "Large-Scale Retailer"

PROPOSED TEXT AMENDMENT:

The following section of the UDO is proposed to be amended to add a definition for "Large-Scale Retailer":

Section 10.3 Use Type Definitions

"Large-Scale Retailer" is a type of General Commercial use and includes membership-only retail warehouse facilities. Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area.

CURRENT CODE:

Currently, the UDO does not have a standalone definition of a "large-scale retailer."

The Definitions section of the UDO is separated into two parts: the first is a list of definitions of Use Types, which helps staff interpret what use to apply when discussing permitted activities and development standards. The second is a general definition section, where all other definitions are housed. The most relevant definitions to the proposed project are in the Use Type section and are as follows:

> **GENERAL COMMERCIAL**
> A place of business providing the sale and display of goods or sale of services directly to the consumer, with goods available for immediate purchase and removal from the premises by the purchaser.
>
> **WHOLESALING AND DISTRIBUTION**
> Establishments engaged in transferring, loading, unloading, buying and selling merchandise to and from retailers, contractors, trucking and freight companies, manufacturers, institutions, farms, other wholesalers, or other professional businesses.
>
> This includes establishments such as trucking terminals, goods transfer facilities, and other establishments acting as agents or brokers in buying, selling or otherwise transferring merchandise to or from the aforementioned entities.
>
> This does not include establishments engaged in selling goods and merchandise to the public.
>
> Specific examples of these establishments include:
>
> 1) Agents, merchandise or commodity brokers, and commission merchants;
> 2) Assemblers, buyers and associations engaged in the cooperative marketing of farm products;
> 3) Merchant wholesalers;
> 4) Stores primarily selling electrical plumbing, heating and air conditioning supplies, and equipment; and
> 5) Trucking terminals.

RELEVANT COMPREHENSIVE PLAN CITATIONS:

None.

DISCUSSION:

The applicant argues that *"Large-Scale Retailers are unique. They occupy very large buildings that are not conducive to fronting against a highway corridor. They have large customer parking demands that justify locating parking surrounding them including parking located between the road and the building. Parking requirements would fall under General Commercial at 1 space per 250 [square foot]."*

Facts confirm that commercial projects with more than 100,000 square feet are at least rare, if not unique. In 2017, Lancaster County compiled a geographic information system (GIS) database of the footprint of all structures at the time. Out of almost 68,000 structures surveyed, 41 were more than 100,000 square feet. *(See map, next page.)* Large-scale commercial projects are expensive to build, take years to plan for, sometimes require assembling multiple pieces of land to achieve, and represent a lot of risk on the developer's side. The best ones are good community neighbors, provide stable jobs for residents, and are backed by successful parent companies.

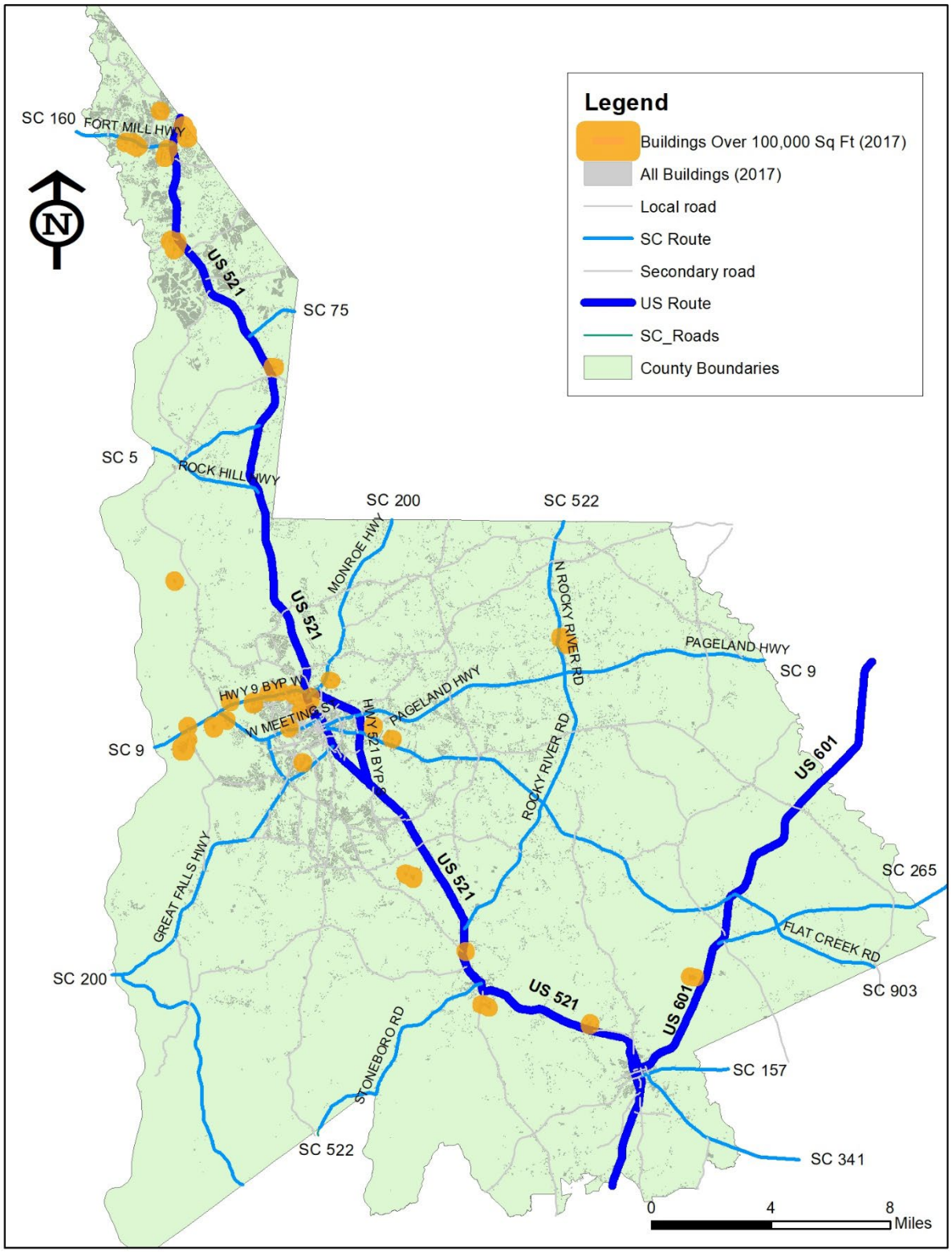
The challenge in the proposed definition is that there are many other businesses that would classify under the moniker "large-scale retailer," and not all of them are as successful as Costco. Some have been forced to close since the changes to retailing after the COVID pandemic, leaving behind unique, empty buildings. Some have left large vacant buildings and decaying parking lots behind when they decided to build new on undeveloped ground rather than renovate the existing location.

In the Indian Land area, there are already two independent, standalone retail businesses with more than 100,000 square feet in structure (Walmart predates the 2016 UDO):

Store	Address	Sq Ft*(area)	Distance*from 521	Zone
Lowes Home Improvement	181 Fort Mill Hwy	150,000	750 ft	RB
Walmart Supercenter	10048 Charlotte Hwy	165,000	800 ft	RB

**all measurements are rounded off and approximate*

(Left: Lowes Home Improvement; Right, Walmart)


Legend
Buildings Over 100,000 Sq Ft (2017)
All Buildings (2017)
Local road
SC Route
Secondary road
US Route
SC_Roads
County Boundaries
SC 160
FORT MILL HWY
US 521
SC 75
SC 5
ROCK HILL HWY
SC 200
SC 522
MONROE HWY
US 521
N ROCKY RIVER RD
PAGELAND HWY
SC 9
HWY 9 BYP W
W MEETING ST
HWY 521 BYP S
PAGELAND HWY
SC 9
ROCKY RIVER RD
US 601
GREAT FALLS HWY
US 521
SC 265
FLAT CREEK RD
SC 200
US 521
US 601
SC 903
STONEBORO RD
SC 157
SC 522
SC 341
0
4
8
Miles

Large buildings are also not always "not conducive" to fronting on a highway corridor. Conduciveness is all down to design. In the example below, this mixed-use development in Raleigh, NC fronts Lake Boone Trail, a high-traffic collector (comparable traffic counts to Hwy 521 in Indian Land). The design includes a plaza to accommodate the project slope that descends from west to east. Signage is a combination of wall-mounted, with a portion above the tree line scaled for visibility to vehicles, and freestanding signage at the sidewalk level that is scaled to pedestrians. When a project abuts high-traffic-volume highway corridors, it's best when businesses along the corridor employ design elements and sign packages to get the most of the commuters' attention.

Staff questions the statement that the large parking demands "justify locating parking surrounding them," and is hard-pressed to find a rational nexus for it. Large parking demands are found in a wide variety of facilities – from retail to residential, commercial to college – and there are multiple ways to address those demands.

STAFF RECOMMENDATION:

This proposal is key to making the remaining text amendments work for the applicant. Staff recommends making the definition broader, such as:

"Large-Scale Retailer" is a retail use located in buildings of at least 100,000 square feet of gross floor area.

APPLICANT'S RESPONSE TO STAFF'S PROPOSAL: The applicant accepts staff's alternative.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission motion to recommend approval of the alternative proposed by staff passed 6-0. The ordinance that accompanies this staff report is the one proposed by staff and accepted by the applicant.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Allison Hardin, Interim Director

Lancaster County
South Carolina

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended: See Text Amendment Items 1 through 5 on attached pages.

Current Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the current text of the UDO Sections Proposed to be Amended.

Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the proposed new text (underlined) for the UDO Sections Proposed to be ~~Amended~~.

Description of Need for Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the accompanying Description of Need for each Proposed Text Amendment.

☑ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Yates Dunaway for C4 OP Owner, LLC

Address: 801 East Blvd

City: Charlotte State: NC Zip: 28203 Phone: 312-485-2722

Fax: _____ Email: ydunaway@csere.com

APPLICATION CERTIFICATIONS

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

Yates Dunaway — 3-30-23

Applicant — Date

Yates Dunaway — 3-30-23

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Text Amendment Application Fee - $435.00

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval

Text Amendment Item 1.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.B.2 – DISTRICT BOUNDARIES AND APPLICABILITY:

B. DISTRICT BOUNDARIES AND APPLICABILITY

Section 4.3.2.B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations located in Section 4.3.2.F.1., Subsection 4.3.2.F.1.b., Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a.

Description of Need for Proposed Text. Currently, Section 4.3.2.F.1. requires that the front façade of buildings shall front on the street and be parallel to front property lines when placed along the corridor right-of-way. Subsection 4.3.2.F.1.b. requires that when fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

Section 4.3.2.G.1. requires that, for buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of building it serves and provides that side yard parking shall occupy no more than 45 percent of the principal corridor frontage line. Subsection 4.3.2.G.1.a. grants the Administrator authority to allow a higher percentage of side yard parking where dimensions or topographical constraints restrict the amount of off-street parking that can be placed to the rear of the building it serves.

Requiring frontage on the highway corridor and doing so as close as 25 feet has proven to be unworkable in many instances and counter to the goal of allowing room for the planned future widening of Highway 521 itself. For these reasons, the current draft of the Highway Corridor Overlay District in the UDO Update dated December 21, 2022, Chapter 2, proposed Section 2.7.3, footnote 37, calls for the elimination of the build-to line and the 25 feet setbacks.

Furthermore, the County's UDO Assessment, dated August 26, 2021, Appendix 1, Staff Recommendations for UDO Update, at page 10, reflects the opinions of both the Staff and Economic Development that the limitation on retail stores visible from the road with parking in front does not lend itself to developments that appear welcoming and full of activity, which in turn limits their ability to be successful. Economic Development recommended eliminating design requirements that hide the front of stores from the road and that require buildings to be constructed close to the road. Staff Recommendations regarding Section 4.3.2.G specifically call for allowing parking between the road and building for large centers.

Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area. For the reasons stated by Staff in the UDO Assessment and as reflected in draft of Section 2.7.3 prepared by the County's consultants, these projects should not be required to front up against the highway corridor. Large-Scale Retailers should be allowed to locate their major buildings back

away from the corridor with parking surrounding them including parking located between the road and building. For these same reasons, the current limitations on side yard parking and requirement for front and rear building access should be eliminated for Large-Scale Retailers.

Hospitals and Medical Clinics serve a unique role in our community and have a standard site layout. For many of the reasons stated above, future highway widening and visibility, medical buildings should not be required to front up against the highway corridor with limited setbacks. Moreover, basic access to Hospitals and Medical Clinics calls for non-emergency patients and visitors to park and enter the front of the building. The emergency department and ambulance access are located at the rear of the building. And for safety and privacy reasons non-emergency and emergency access are kept separate.

Text Amendment Item 2.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS:

> **Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS**
>
> Any property zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in Section 4.3.2.F.1. Subsection 4.3.2.F.1.b, Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

Description of Need for Proposed Text. Please see discussion under Amendment Item 1 above.

Text Amendment Item 3.

Amend Section 10.3 of the UDO to add a new definition for "Large Scale Retailer":

> "Large-Scale Retailer" is a type of General Commercial use and includes membership-only retail warehouse facilities. Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area.

Description of Need for Proposed Text. Large-Scale Retailers are unique. They occupy very large buildings that are not conducive to fronting against a highway corridor. They have large customer parking demands that justify locating parking surrounding them including parking located between the road and building. Parking requirements would fall under General Commercial at 1 space per 250 SF per Section 7.2.4.A.

Text Amendment Item 4.

Add a new line (new line underlined below) to the chart located in UDO Section 7.2.6.A. – BICYCLE PARKING - for Large-Scale Retailer use:

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

The following minimum bicycle parking spaces are required (Excludes RUB, LI, HI, and M Districts):

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	3	None Required
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

Description of Need for Proposed Text. Large-Scale Retailers serve the public who buy significant quantities of goods and large-sized goods to transport home, in car trunks, in trucks, on tops of cars, and otherwise. The need for bicycle parking is virtually non-existent. If the current bicycle requirement were applied to Large-Scale Retailers and calculated by the amount of floor area, then the result would be an extraordinary number of spaces reserved for a method of transportation that does not apply due to the quantities and size of goods typically involved in sales by Large-Scale Retailers.

Text Amendment Item 5.

Amend UDO Section 7.4.5, "Signage Standards by Category," by adding the underlined text to Section 7.4.5.A., "Attached Sign Standards," Subsection A., "Wall Signs," at bottom of the column for "Maximum Area," adding ", except 400 sq ft per building wall maximum for Large-Scale Retailer":

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum	No sign shall extend above the roofline	12 inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum.			
	LI, HI, GB, RB	50 sq ft OR 1sq ft per linear ft of building wall, whichever is greater. 75 sq ft building maximum, **except 400 sq ft per building wall maximum for Large -Scale Retailer**			

Description of Need for Proposed Text. Large-Scale Retailers by definition have over 100,000 square feet of gross floor area. The limit on wall signage of 75 square feet would produce wall signage size that is inadequate and disproportionate architecturally to the magnitude of the building. A sign this small would look awkward and out of place on the wall of a Large-Scale Retailer's building. Increasing the maximum signage to 400 square feet per wall is in line with the magnitude of the building and comparable to existing major retailers in the vicinity, such as Walmart and Lowe's Home Improvement. Note that Applicant seeks relief from the HCO's requirement that the Large-Scale Retailer building front on the highway corridor and that the planned building will be located some distance back from the highway.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1856 / Planning Case Number: UDO-TA-2022-0344
Contact Person / Sponsor: A. Davis / Planning
Department: Planning
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Application by C4 OP Owner LLC to amend UDO section 7.2.6.A. - Bicycle Parking - for Large-Scale Retailer use.

Points to Consider:
Ordinance has been amended to reflect edits made by Council during 1st Reading.

Funding and Liability Factors:
N/A

Recommendation:
The Planning Commission recommended approval by a vote of 5-1 and staff also recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1856	6/20/2023	Ordinance
Updated Staff Report	6/5/2023	Ordinance
Application and Draft Text Amendments	4/4/2023	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2023-1856

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 7.2.6, BICYCLE PARKING, TO MODIFY STANDARDS PERTAINING TO THE REQUIRED NUMBER OF SHORT-TERM AND LONG-TERM SPACES FOR LARGE-SCALE RETAILERS ON THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section 1. Findings and Determinations.

The Council of Lancaster County ("Council) finds and determines that:

(a) Lancaster County initiated a full rewrite of the Unified Development Ordinance (UDO) in October 2021 to address substantive issues with the UDO, has retained a UDO consultant to assist in the full rewrite of the UDO, and the full rewrite is expected to take another twelve (12) to eighteen (18) months to complete.
(b) Development interest and activity in Lancaster County continues to increase and at time, economic development projects are presented to the Council that, in order to comply with technical requirements of the UDO, require an amendment to said technical requirements.
(c) The current Lancaster County UDO requires one (1) short-term bicycle parking space per and one (1) long-term bicycle parking space per 5,000 square feet of gross floor area, for all retail uses. For a large-scale retailer with more than 100,000 square feet of floor area, this could equal much more bicycle parking than the market demands.
(d) The proposed text amendment would create a maximum number of short-term bicycle parking spaces required for customers, and a long-term parking requirement that is based on accommodations for employees, both restricted to application for a large-scale retailer. This proposal more closely resembles the current demand, while also addressing the need to accommodate alternative transportation options for employees.
(e) The amendment is compatible with the *Comprehensive Plan* by accommodating the designs incorporated in a "Walkable Neighborhood" community type and the underlying Future Land Use category of "Neighborhood Mixed Use," both of which encourage advancement of transportation alternatives to using vehicles for every trip.
(f) The text amendment is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as applicable provisions of South Carolina Code, Title VI.
(g) Lancaster County Planning Commission considered the proposed text amendment at its meeting on May 16, 2023 and by a 5-1 vote recommended approval of the proposed text amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance), is amended as set forth in the "Interim Ordinance - Exhibit 1" attached hereto and incorporated herein by reference.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 12, 2023
Public Hearing: June 12, 2023
Second Reading: June 26, 2023
Third Reading: July 17, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

AMENDMENT

SECTION 7.2 PARKING AND DRIVEWAYS

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES – *include language underlined below*

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	**Minimum of ten (10) spaces**	**None required**
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

PROPOSAL:	Amend Unified Development Ordinance Section 7.2.6, Bicycle Parking
APPLICABLE CHAPTER(S):	Chapter 7
APPLICANT:	Yates Dunaway (Crosland LLC) on behalf of C4 OP Owner LLC
STATUTORY NOTICES:	Hearing notice published 4/29/2023 in The Lancaster News And 5/03/2023 in Carolina Gateway

All proposed amendments have been processed and notified as required by UDO Section 9.2.15.

PROJECT SUMMARY & PROPOSAL:

On behalf of C4 OP Owner LLC, applicant Yates Dunaway is proposing to amend Chapter 4 and Chapter 7 of the Unified Development Ordinance (UDO) to ***modify Section 4.3.2, Highway Corridor Overlay regulations, Section 7.2.6 Bicycle Parking, Section 7.4.5 Signage standards, and Section 10.3 Definitions***. These four (4) requests are related to a proposed development in The Exchange along Hwy 521/Charlotte Hwy, located in the "Neighborhood Mixed Use" category of the Comprehensive Plan's Future Land Use map.

This report focuses on the proposed changes to Chapter 7, Section 7.2.6.A.

OUTLINE OF TEXT AMENDMENT:

The applicant has submitted text amendments that are related to the proposed Costco site in The Exchange mixed-use project located on Charlotte Hwy. Staff has arranged the requests based on the UDO Chapter proposed for amendment.

The applicant has also applied for a rezoning for 28 acres to convert from Light Industrial to regional business, which is reported on under case file RZ-2022-0344.

The following section of Chapter 7 is proposed to be amended:

Section 7.2.6.A – Bicycle Parking, Required Spaces

Section 7.2.6.A – Bicycle Parking, Required Spaces

PROPOSED TEXT AMENDMENT:

The following section of the UDO is proposed to be amended to add bicycle parking requirements for large-scale retailers:

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	**3**	**None required**
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

CURRENT CODE:

The current code would require the same number of parking spaces as retail uses, as Costco is a retail operation (source: "Costco Wholesale is a multi-billion-dollar global retailer" from "About Us" via https://www.costco.com/about.html). Using the applicant's threshold for large-scale retailer as 100,000 square feet, the bicycle parking requirements would add up as shown:

Use	Required Short-Term Spaces	Required Long-Term Spaces
All Retail Uses	20 spaces	20 spaces

RELEVANT COMPREHENSIVE PLAN CITATIONS:

Land Use Element – Community Types
An important concept introduced during the regional planning process was designating areas based on "community types." … The use of community types marks a significant shift in planning practice in the last ten to fifteen years, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work and play.

The Future Land Use Category of the subject property is Neighborhood Mixed Use, which corresponds to the Community Type of Walkable Neighborhood. The adopted Comprehensive Plan states that the Walkable Neighborhood Community Type *"is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates*

through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

Walkable Activity Center: Land Use Considerations		
Condominium / Apartment	Professional Office	Movie Theatre
Live/Work Unit	Government Building	Pocket Park
Community-wide Commercial	Church/School	Farmers' Market
Restaurant	Library	

The Neighborhood Mixed-Use Future Land Use Category covers the upper half of the Panhandle, terminating at Waxhaw Highway (Route 75). The Neighborhood Mixed Use Future Land Use Category and Walkable Neighborhood Community Type are intended to be compatible with the existing suburban character of the area.

DISCUSSION:

The applicant argues that *"Large-Scale Retailers serve the public who buy significant quantities of goods and large-sized goods to transport home, in car trunks, in trucks, on tops of cars, and otherwise. The need for bicycle parking is virtually non-existent."*

Staff does not agree. As noted in discussion regarding the definition of "Large-Scale Retailers," one of the two determining factors in the applicant's proposed definition of "Large-Scale Retailers" is the square footage of the facility. There are many types of retailers that fit in more than 100,000 square feet of building without requiring a truck to take away a purchase. Two examples in Lancaster County are Walmart and Lowe's Home Improvement, both of which are frequented by a wide variety of customers; some own a vehicle and some own an alternative means of transportation, be it bicycle, moped, golf cart, or shoes. Additionally, a customer can use alternative means of transportation to visit a retailer, order an item, and arrange for delivery (such as when buying a sofa from a furniture store).

Bicycle parking isn't only provided for customers; employees may also wish to employ alternative methods of coming to work, and should not be forgotten in the parking count. With the increase in alternative transportation use by residents in and around planned neighborhoods, it might also be worth discussing adding a golf cart parking requirement in the UDO in the near future.

FINDINGS AND CONCLUSIONS:

Staff opines that the proposed text amendment is inconsistent with the "Walkable Neighborhood" community type provisions of the Comprehensive Plan.

What Makes a Community Walkable?
https://www.walkscore.com/walkable-neighborhoods.shtml

- **A center:** Walkable neighborhoods have a center, whether it's a main street or a public space.
- **People:** Enough people for businesses to flourish and for public transit to run frequently.
- **Mixed income, mixed use:** Affordable housing located near businesses.
- **Parks and public space:** Plenty of public places to gather and play.
- **Pedestrian design:** Buildings are close to the street; parking lots are relegated to the back.
- **Schools and workplaces:** Close enough that most residents can walk from their homes.
- **Complete streets:** Streets designed for bicyclists, pedestrians, and transit.

Staff further opines that long-term bicycle parking for employees should be considered. The text as presented is not recommended.

STAFF RECOMMENDATION:

If the Planning Commission is in favor of an amendment, staff would advise an alternative accounting for bicycles. Changes are provided below (with additions underlined).

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	**1 per 10,000 SF of gross floor area, 15 maximum**	**1 for every 50 employees**
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

APPLICANT'S RESPONSE TO STAFF'S PROPOSAL: The applicant accepts staff's alternative.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission motion to recommend approval of the alternative proposed by staff passed 5-1. The ordinance that accompanies this staff report is the one proposed by staff and accepted by the applicant.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Allison Hardin, Interim Planning Director
ahardin@lancastersc.net

Lancaster County
South Carolina

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended: See Text Amendment Items 1 through 5 on attached pages.

Current Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the current text of the UDO Sections Proposed to be Amended.

Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the proposed new text (underlined) for the UDO Sections Proposed to be ~~Amended~~.

Description of Need for Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the accompanying Description of Need for each Proposed Text Amendment.

☑ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Yates Dunaway for C4 OP Owner, LLC

Address: 801 East Blvd

City: Charlotte State: NC Zip: 28203 Phone: 312-485-2722

Fax: _____ Email: ydunaway@csere.com

APPLICATION CERTIFICATIONS

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

Yates Dunaway — 3-30-23

Applicant — Date

Yates Dunaway — 3-30-23

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Text Amendment Application Fee - $435.00

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval

Text Amendment Item 1.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.B.2 – DISTRICT BOUNDARIES AND APPLICABILITY:

B. DISTRICT BOUNDARIES AND APPLICABILITY

Section 4.3.2.B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations located in Section 4.3.2.F.1., Subsection 4.3.2.F.1.b., Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a.

Description of Need for Proposed Text. Currently, Section 4.3.2.F.1. requires that the front façade of buildings shall front on the street and be parallel to front property lines when placed along the corridor right-of-way. Subsection 4.3.2.F.1.b. requires that when fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

Section 4.3.2.G.1. requires that, for buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of building it serves and provides that side yard parking shall occupy no more than 45 percent of the principal corridor frontage line. Subsection 4.3.2.G.1.a. grants the Administrator authority to allow a higher percentage of side yard parking where dimensions or topographical constraints restrict the amount of off-street parking that can be placed to the rear of the building it serves.

Requiring frontage on the highway corridor and doing so as close as 25 feet has proven to be unworkable in many instances and counter to the goal of allowing room for the planned future widening of Highway 521 itself. For these reasons, the current draft of the Highway Corridor Overlay District in the UDO Update dated December 21, 2022, Chapter 2, proposed Section 2.7.3, footnote 37, calls for the elimination of the build-to line and the 25 feet setbacks.

Furthermore, the County's UDO Assessment, dated August 26, 2021, Appendix 1, Staff Recommendations for UDO Update, at page 10, reflects the opinions of both the Staff and Economic Development that the limitation on retail stores visible from the road with parking in front does not lend itself to developments that appear welcoming and full of activity, which in turn limits their ability to be successful. Economic Development recommended eliminating design requirements that hide the front of stores from the road and that require buildings to be constructed close to the road. Staff Recommendations regarding Section 4.3.2.G specifically call for allowing parking between the road and building for large centers.

Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area. For the reasons stated by Staff in the UDO Assessment and as reflected in draft of Section 2.7.3 prepared by the County's consultants, these projects should not be required to front up against the highway corridor. Large-Scale Retailers should be allowed to locate their major buildings back

away from the corridor with parking surrounding them including parking located between the road and building. For these same reasons, the current limitations on side yard parking and requirement for front and rear building access should be eliminated for Large-Scale Retailers.

Hospitals and Medical Clinics serve a unique role in our community and have a standard site layout. For many of the reasons stated above, future highway widening and visibility, medical buildings should not be required to front up against the highway corridor with limited setbacks. Moreover, basic access to Hospitals and Medical Clinics calls for non-emergency patients and visitors to park and enter the front of the building. The emergency department and ambulance access are located at the rear of the building. And for safety and privacy reasons non-emergency and emergency access are kept separate.

Text Amendment Item 2.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS:

> **Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS**
>
> Any property zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in Section 4.3.2.F.1. Subsection 4.3.2.F.1.b, Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

Description of Need for Proposed Text. Please see discussion under Amendment Item 1 above.

Text Amendment Item 3.

Amend Section 10.3 of the UDO to add a new definition for "Large Scale Retailer":

> "Large-Scale Retailer" is a type of General Commercial use and includes membership-only retail warehouse facilities. Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area.

Description of Need for Proposed Text. Large-Scale Retailers are unique. They occupy very large buildings that are not conducive to fronting against a highway corridor. They have large customer parking demands that justify locating parking surrounding them including parking located between the road and building. Parking requirements would fall under General Commercial at 1 space per 250 SF per Section 7.2.4.A.

Text Amendment Item 4.

Add a new line (new line underlined below) to the chart located in UDO Section 7.2.6.A. – BICYCLE PARKING - for Large-Scale Retailer use:

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

The following minimum bicycle parking spaces are required (Excludes RUB, LI, HI, and M Districts):

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	3	None Required
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

Description of Need for Proposed Text. Large-Scale Retailers serve the public who buy significant quantities of goods and large-sized goods to transport home, in car trunks, in trucks, on tops of cars, and otherwise. The need for bicycle parking is virtually non-existent. If the current bicycle requirement were applied to Large-Scale Retailers and calculated by the amount of floor area, then the result would be an extraordinary number of spaces reserved for a method of transportation that does not apply due to the quantities and size of goods typically involved in sales by Large-Scale Retailers.

Text Amendment Item 5.

Amend UDO Section 7.4.5, "Signage Standards by Category," by adding the underlined text to Section 7.4.5.A., "Attached Sign Standards," Subsection A., "Wall Signs," at bottom of the column for "Maximum Area," adding ", except 400 sq ft per building wall maximum for Large-Scale Retailer":

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum	No sign shall extend above the roofline	12 inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum.			
	LI, HI, GB, RB	50 sq ft OR 1sq ft per linear ft of building wall, whichever is greater. 75 sq ft building maximum, **except 400 sq ft per building wall maximum for Large -Scale Retailer**			

Description of Need for Proposed Text. Large-Scale Retailers by definition have over 100,000 square feet of gross floor area. The limit on wall signage of 75 square feet would produce wall signage size that is inadequate and disproportionate architecturally to the magnitude of the building. A sign this small would look awkward and out of place on the wall of a Large-Scale Retailer's building. Increasing the maximum signage to 400 square feet per wall is in line with the magnitude of the building and comparable to existing major retailers in the vicinity, such as Walmart and Lowe's Home Improvement. Note that Applicant seeks relief from the HCO's requirement that the Large-Scale Retailer building front on the highway corridor and that the planned building will be located some distance back from the highway.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1857 / Planning Case Number: UDO-TA-2022-0344
Contact Person / Sponsor: A. Hardin / Planning
Department: Planning
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Application by C4 OP Owner LLC to amend UDO section 7.4.5 Signange Standards.

Points to Consider:
See Updated Staff Report.

Funding and Liability Factors:
N/A

Recommendation:
The Planning Commission recommended approval by a vote of 6-0 and the Planning staff also recommended approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1857	6/7/2023	Ordinance
Updated Staff Report	6/5/2023	Ordinance
Application and Draft Text Amendments	4/4/2023	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2023-1857**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE ("UDO") SECTION 7.4.5, SIGNAGE STANDARDS BY CATEGORY, TO INCLUDE A MAXIMUM WALL SIGN ALLOWANCE FOR A "LARGE-SCALE RETAILER" ON THE EFFECTIVE DATE OF THIS ORDINANCE

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

Section 1. Findings and Determinations.

The Council of Lancaster County ("Council) finds and determines that:

(a) Lancaster County initiated a full rewrite of the Unified Development Ordinance (UDO) in October 2021 to address substantive issues with the UDO, has retained a UDO consultant to assist in the full rewrite of the UDO, and the full rewrite is expected to take another twelve (12) to eighteen (18) months to complete.
(b) Development interest and activity in Lancaster County continues to increase and at time, economic development projects are presented to the Council that, in order to comply with technical requirements of the UDO, require an amendment to said technical requirements.
(c) The current Lancaster County UDO allows for wall-mounted ("attached") signs in the LI, HI, GB, and RB zones to be installed using the ratio of sign to wall being one (1) square foot of signage per linear foot of building wall, with a cap of 50 square feet per wall, and 75 square feet per building maximum.
(d) This current requirement leaves larger buildings (such as a large-scale retail operation over 100,000 square feet in area) with signage allowances that are out of scale with their expansive walls.
(e) The proposed text amendment would create a new allowance for a "large-scale retail" facility that would more closely address the scale of signage to wall space. It would also limit the signage to two walls per facility, which allows the building enough signage to be seen from the road without creating visual clutter by allowing more than is necessary to convey the facility's name and entrance doors.
(f) The text amendment is consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as applicable provisions of South Carolina Code, Title VI.
(g) Lancaster County Planning Commission considered the proposed text amendment at its meeting on May 16, 2023, and by a 6-0 vote recommended approval of the proposed text amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance), is amended as set forth in the "Interim Ordinance - Exhibit 1" attached hereto and incorporated herein by reference.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 12, 2023
Public Hearing: June 12, 2023
Second Reading: June 26, 2023
Third Reading: July 17, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

AMENDMENT

SECTION 7.4 SIGNS

7.4.5 SIGNAGE STANDARDS BY CATEGORY – *include text as underlined below*

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Max Height	Other	Max Number
Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 square feet OR 1 square feet per linear foot of building wall, whichever is greater. 50 square ft building maximum	No sign shall extend above the roofline	12-inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 square feet OR 1 square foot per linear foot of building wall, whichever is greater. 50 square foot building maximum.			
	LI, HI, GB, RB	50 square feet OR 1square foot per linear foot of building wall, whichever is greater. 75 square foot per building maximum**, except maximum 400 square feet each on a maximum of two walls (totaling 800 square feet per project) for Large-Scale Retailer**.			

PROPOSAL:	Amend Unified Development Ordinance Section 7.4.5, Wall Signs
APPLICABLE CHAPTER(S):	Chapter 7
APPLICANT:	Yates Dunaway (Crosland LLC) on behalf of C4 OP Owner LLC
STATUTORY NOTICES:	Hearing notice published 4/29/2023 in The Lancaster News And 5/03/2023 in Carolina Gateway

All proposed amendments have been processed and notified as required by UDO Section 9.2.15.

PROJECT SUMMARY & PROPOSAL:

On behalf of C4 OP Owner LLC, applicant Yates Dunaway is proposing to amend Chapter 4 and Chapter 7 of the Unified Development Ordinance (UDO) to ***modify Section 4.3.2, Highway Corridor Overlay regulations, Section 7.2.6 Bicycle Parking, Section 7.4.5 Signage standards, and Section 10.3 Definitions***. These four (4) requests are related to a proposed development in The Exchange along Hwy 521/Charlotte Hwy, located in the "Neighborhood Mixed Use" category of the Comprehensive Plan's Future Land Use map.

This report focuses on the proposed changes to Chapter 7, Section 7.4.5.A.

OUTLINE OF TEXT AMENDMENT:

The applicant has submitted text amendments that are related to the proposed Costco site in The Exchange mixed-use project located on Charlotte Hwy. Staff has arranged the requests based on the UDO Chapter proposed for amendment.

The applicant has also applied for a rezoning for 28 acres to convert from Light Industrial to regional business, which is reported on under case file RZ-2022-0344.

The following section of Chapter 7 is proposed to be amended:

Section 7.4.5.A – Wall Sign Maximum Area

Section 7.4.5.A – Wall Sign Maximum Area

PROPOSED TEXT AMENDMENT:

The following section of the UDO is proposed to be amended to allow additional sign square footage for large-scale retailers:

7.4.5 SIGNAGE STANDARDS BY CATEGORY

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Max Height	Other	Max Number
Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 square feet OR 1 square feet per linear foot of building wall, whichever is greater. 50 square ft building maximum	No sign shall extend above the roofline	12-inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
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	LI, HI, GB, RB	50 square feet OR 1square foot per linear foot of building wall, whichever is greater. 75 square foot per building maximum**, except 400 square feet per building wall maximum for Large-Scale Retailer**.			

RELEVANT COMPREHENSIVE PLAN CITATIONS:

Land Use Element – Community Types

An important concept introduced during the regional planning process was designating areas based on "community types." … The use of community types marks a significant shift in planning practice in the last ten to fifteen years, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work and play.

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

Walkable Activity Center: Land Use Considerations		
Condominium / Apartment	Professional Office	Movie Theatre
Live/Work Unit	Government Building	Pocket Park
Community-wide Commercial	Church/School	Farmers' Market
Restaurant	Library	

The Neighborhood Mixed-Use Future Land Use Category covers the upper half of the Panhandle, terminating at Waxhaw Highway (Route 75). The Neighborhood Mixed Use Future Land Use Category and Walkable Neighborhood Community Type are intended to be compatible with the existing suburban character of the area.

DISCUSSION:

Signage is very important to a business. Too little, and you might lose opportunities for sales; too much, and the community may complain about visual clutter. Good sign code balances the needs of both the business and the residents.

At the May 4 workshop, the Planning Commission expressed interest in finding a way to relate the Costco request to other large-scale businesses (retail and grocery) in the Indian Land area. Staff compiled the information gathered in the table below.

It's worth noting that none of these facilities have signage on all four sides, and that few counties or municipalities allow every wall to have signage as the applicant requested.

Store	Address	Sq Ft*(area)	Wall Signage*(Front)	Distance*from 521	Zone
ALDI	9553 Charlotte Hwy	18,000	30 sq ft x 2	125 ft	RB
Food Lion	8175 Charlotte Hwy	46,000	175 sq ft	325 ft	PDD
Harris Teeter	6271 Carolina Commons Dr	54,000	215 sq ft + 30 sq ft	375 ft	PDD
Lowes Home Improvement	181 Fort Mill Hwy	150,000	500 sq ft + 50 sq ft + 100 sq ft	750 ft	RB
Publix	8360 Charlotte Hwy	52,000	200 sq ft	700 ft	GB
Walmart Supercenter	10048 Charlotte Hwy	165,000	150 sq ft	800 ft	RB

**all measurements are rounded off and approximate; signs on one side of the building except for ALDI (two faces)*
-Harris Teeter and Lowes have signage on multiple entrances, and all are on the same side of the building

Some additional information to help put the sign request in perspective:

- The sign area requested per wall is 400 square feet.
  - The area of a regular digital billboard (monopole, one face) is 400 square feet.
  - The UDO currently limits billboards in Lancaster County at 150 square feet.

Staff agrees that the signage allowance needs to be somewhat proportionate to the wall. Staff disagrees that the request is in line with Walmart and Lowes Home Improvement (see above).

The applicant's justification reads, in part, that *"Applicant seeks relief from the HCO's requirement that the Large-Scale Retailer building front on the highway corridor and that the planned building will be located some distance back from the highway."* This is a self-created issue and would not be an applicable explanation in other situations, as in when a request creates a non-conformity. The Indian Land sign survey (in the table above) has many examples of businesses located farther from the Hwy 521 corridor and utilizing less wall-mounted signage than requested.

STAFF RECOMMENDATION:

Staff would advise an alternative total square footage measurement for wall signage per large-scale retail site and a limitation on the number of walls where the signs may be installed/displayed. Changes are provided below (with additions underlined).

7.4.5 SIGNAGE STANDARDS BY CATEGORY

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Max Height	Other	Max Number
Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 square feet OR 1 square feet per linear foot of building wall, whichever is greater. 50 square ft building maximum	No sign shall extend above the roofline	12-inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 square feet OR 1 square foot per linear foot of building wall, whichever is greater. 50 square foot building maximum.			
	LI, HI, GB, RB	50 square feet OR 1square foot per linear foot of building wall, whichever is greater. 75 square foot per building maximum**, except maximum 400 square feet each on a maximum of two walls (totaling 800 square feet per project) for Large-Scale Retailer.**			

APPLICANT'S RESPONSE TO STAFF'S PROPOSAL: The applicant accepts staff's alternative.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission motion to recommend approval of the alternative proposed by staff passed 6-0. The ordinance that accompanies this staff report is the one proposed by staff and accepted by the applicant.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Allison Hardin, Interim Planning Director
ahardin@lancastersc.net

Lancaster County
South Carolina

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended: See Text Amendment Items 1 through 5 on attached pages.

Current Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the current text of the UDO Sections Proposed to be Amended.

Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the proposed new text (underlined) for the UDO Sections Proposed to be ~~Amended~~.

Description of Need for Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the accompanying Description of Need for each Proposed Text Amendment.

☑ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Yates Dunaway for C4 OP Owner, LLC

Address: 801 East Blvd

City: Charlotte State: NC Zip: 28203 Phone: 312-485-2722

Fax: _____ Email: ydunaway@csere.com

APPLICATION CERTIFICATIONS

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

Yates Dunaway — 3-30-23

Applicant — Date

Yates Dunaway — 3-30-23

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Text Amendment Application Fee - $435.00

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval

Text Amendment Item 1.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.B.2 – DISTRICT BOUNDARIES AND APPLICABILITY:

B. DISTRICT BOUNDARIES AND APPLICABILITY

Section 4.3.2.B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations located in Section 4.3.2.F.1., Subsection 4.3.2.F.1.b., Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a.

Description of Need for Proposed Text. Currently, Section 4.3.2.F.1. requires that the front façade of buildings shall front on the street and be parallel to front property lines when placed along the corridor right-of-way. Subsection 4.3.2.F.1.b. requires that when fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

Section 4.3.2.G.1. requires that, for buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of building it serves and provides that side yard parking shall occupy no more than 45 percent of the principal corridor frontage line. Subsection 4.3.2.G.1.a. grants the Administrator authority to allow a higher percentage of side yard parking where dimensions or topographical constraints restrict the amount of off-street parking that can be placed to the rear of the building it serves.

Requiring frontage on the highway corridor and doing so as close as 25 feet has proven to be unworkable in many instances and counter to the goal of allowing room for the planned future widening of Highway 521 itself. For these reasons, the current draft of the Highway Corridor Overlay District in the UDO Update dated December 21, 2022, Chapter 2, proposed Section 2.7.3, footnote 37, calls for the elimination of the build-to line and the 25 feet setbacks.

Furthermore, the County's UDO Assessment, dated August 26, 2021, Appendix 1, Staff Recommendations for UDO Update, at page 10, reflects the opinions of both the Staff and Economic Development that the limitation on retail stores visible from the road with parking in front does not lend itself to developments that appear welcoming and full of activity, which in turn limits their ability to be successful. Economic Development recommended eliminating design requirements that hide the front of stores from the road and that require buildings to be constructed close to the road. Staff Recommendations regarding Section 4.3.2.G specifically call for allowing parking between the road and building for large centers.

Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area. For the reasons stated by Staff in the UDO Assessment and as reflected in draft of Section 2.7.3 prepared by the County's consultants, these projects should not be required to front up against the highway corridor. Large-Scale Retailers should be allowed to locate their major buildings back

away from the corridor with parking surrounding them including parking located between the road and building. For these same reasons, the current limitations on side yard parking and requirement for front and rear building access should be eliminated for Large-Scale Retailers.

Hospitals and Medical Clinics serve a unique role in our community and have a standard site layout. For many of the reasons stated above, future highway widening and visibility, medical buildings should not be required to front up against the highway corridor with limited setbacks. Moreover, basic access to Hospitals and Medical Clinics calls for non-emergency patients and visitors to park and enter the front of the building. The emergency department and ambulance access are located at the rear of the building. And for safety and privacy reasons non-emergency and emergency access are kept separate.

Text Amendment Item 2.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS:

> **Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS**
>
> Any property zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in Section 4.3.2.F.1. Subsection 4.3.2.F.1.b, Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

Description of Need for Proposed Text. Please see discussion under Amendment Item 1 above.

Text Amendment Item 3.

Amend Section 10.3 of the UDO to add a new definition for "Large Scale Retailer":

> "Large-Scale Retailer" is a type of General Commercial use and includes membership-only retail warehouse facilities. Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area.

Description of Need for Proposed Text. Large-Scale Retailers are unique. They occupy very large buildings that are not conducive to fronting against a highway corridor. They have large customer parking demands that justify locating parking surrounding them including parking located between the road and building. Parking requirements would fall under General Commercial at 1 space per 250 SF per Section 7.2.4.A.

Text Amendment Item 4.

Add a new line (new line underlined below) to the chart located in UDO Section 7.2.6.A. – BICYCLE PARKING - for Large-Scale Retailer use:

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

The following minimum bicycle parking spaces are required (Excludes RUB, LI, HI, and M Districts):

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	3	None Required
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

Description of Need for Proposed Text. Large-Scale Retailers serve the public who buy significant quantities of goods and large-sized goods to transport home, in car trunks, in trucks, on tops of cars, and otherwise. The need for bicycle parking is virtually non-existent. If the current bicycle requirement were applied to Large-Scale Retailers and calculated by the amount of floor area, then the result would be an extraordinary number of spaces reserved for a method of transportation that does not apply due to the quantities and size of goods typically involved in sales by Large-Scale Retailers.

Text Amendment Item 5.

Amend UDO Section 7.4.5, "Signage Standards by Category," by adding the underlined text to Section 7.4.5.A., "Attached Sign Standards," Subsection A., "Wall Signs," at bottom of the column for "Maximum Area," adding ", except 400 sq ft per building wall maximum for Large-Scale Retailer":

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum	No sign shall extend above the roofline	12 inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum.			
	LI, HI, GB, RB	50 sq ft OR 1sq ft per linear ft of building wall, whichever is greater. 75 sq ft building maximum, **except 400 sq ft per building wall maximum for Large -Scale Retailer**			

Description of Need for Proposed Text. Large-Scale Retailers by definition have over 100,000 square feet of gross floor area. The limit on wall signage of 75 square feet would produce wall signage size that is inadequate and disproportionate architecturally to the magnitude of the building. A sign this small would look awkward and out of place on the wall of a Large-Scale Retailer's building. Increasing the maximum signage to 400 square feet per wall is in line with the magnitude of the building and comparable to existing major retailers in the vicinity, such as Walmart and Lowe's Home Improvement. Note that Applicant seeks relief from the HCO's requirement that the Large-Scale Retailer building front on the highway corridor and that the planned building will be located some distance back from the highway.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1845
Contact Person / Sponsor: Chris Clouden / Parks and Recreation
Department: Attorney
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Adopt an ordinance to provide for rules and regulations related to County parks and recreation areas and/or facilities in the county to provide for the security and general welfare of the citizens of Lancaster County.

Points to Consider:
The ordinance has been edited to address changes discussed by County Council before the postponement of the first reading to reflect language from state statutes regarding firearm possession and disorderly conduct, plus it references the current County Code related to noise violations.

Given the increased use of County parks and recreation areas and/or facilities, clarification of the rules and regulations related to the parks and recreation areas and/or facilities is needed to give the citizens as well as law enforcement and County staff a better understanding of what is not permissible on county property. This clarification will help the County to ensure that Lancaster County's parks stay safe, clean and enjoyable for everyone.

Situations have arisen over the years, primarily at parks and recreation areas and/or facilities, which staff and law enforcement have struggled to address due to the lack of codified rules and regulations. Given the many sports and summertime activities in our parks and throughout the County's recreation program, this updated ordinance will clarify behavior that staff can address and the Sheriff's Office can enforce.

Funding and Liability Factors:
N/A

Recommendation:
Approve First Reading of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1845	7/13/2023	Ordinance

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2023-1845
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE LANCASTER COUNTY CODE RELATED TO RULES AND REGULATIONS FOR LANCASTER COUNTY PARKS AND RECREATION AREAS/FACILITIES.

WHEREAS, Lancaster County intends to establish rules and regulations for public parks and recreation areas/facilities under the jurisdiction of Lancaster County to insure the security and general welfare of its citizens as permitted by SC Code Ann. §4-9-25; and

WHEREAS, Lancaster County intends to provide that violations of such rules and regulations shall be penalized as provided in SC Code Ann. §4-9-30(14); and

WHEREAS, Lancaster County intends to provide for the enforcement of said ordinance by employees of the Lancaster County Parks and Recreation Department as well as other duly authorized Lancaster County employees and by deputies of the Lancaster County Sheriff's Office or other law enforcement officers;

NOW, THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

SECTION I. Repeal of Prior Ordinances

The Lancaster County Code of Ordinances is hereby amended to repeal Chapter 24, Article 1 – Parks and Recreation – In General

SECTION II Title

Lancaster County Code of Ordinances is hereby amended to add a new Chapter 24, Article 1 – Parks and Recreation – Rules and Regulations as follows:

Sec. 24-1. Authority of the director of the county parks and recreation department; implementation of rules specific to certain parks and recreation areas/facilities and/or programs.

The director of the county parks and recreation department (the "director"), with the approval of the county administrator, shall have the authority to implement necessary rules and regulations concerning the conduct, admission, and regulation of users of all county parks and recreation areas/facilities open to the general public which may not be addressed herein or which are specific to certain parks or areas/facilities and/or program which are not inconsistent with the provisions of this article. The director shall notify the county administrator in writing 30 days prior to the implementation of such rules and regulations.

Sec. 24-2. Hours of use; access.

(a) No person shall enter a public park and/or recreation facility or area without regard to restrictions on public use. These restrictions on public use shall include subsections (b)—(d) below, and a violation of such provisions shall be considered to be a violation of this subsection.

(b) All public parks located within the county shall, except as otherwise set out, be closed from 10 pm to 6 am, each day, including Sunday. It shall be unlawful for any person to enter or remain in such public parks and/or recreation facility or areas during such closed hours; however, the hours when public parks and/or recreation facility or areas are closed shall not apply to persons using such public parks and public recreation facilities/areas for the purpose of putting in or removing boats, using the parks for fishing or for camping in designated camping areas within the parks. The park should be closed to all nongame spectators or the general public at 10 pm. All rentals are required to vacate the property by 11:00 pm or at the natural conclusion of the game in progress. No new games are allowed to start after 9:00 pm unless approved by the athletic department supervisor.

(c) No person shall make, use, or gain admittance to, or attempt to use, or gain admittance to facilities within any park and/or recreation facility or area, for which a charge is made, without paying the fee.

(d) No person shall remain within any park and/or recreation facility or area if he/she refuses to pay the required fee to enter and use the park and/or recreation facility or area or service in a posted, designated fee area.

(e) Whenever a threat to public health or safety exists in any park and/or recreation facility or area resulting from any natural cause, explosion, accident or any other cause, or by riot or unlawful assembly or activity, the director of parks and recreation may close the park and/or recreation facility or area or any part thereof to the public for such duration as he deems necessary to ensure the safety and well-being of the public.

Sec. 24-3. Prohibited acts.

It shall be unlawful for any person to commit any of the following acts at any county park or recreation area/facility:

(1) Destroying, defacing, disturbing, disfiguring, or removing any part of any building, sign, structure, or equipment.

(2) Destroying, cutting, breaking, removing, defacing, mutilating, injuring, taking, or gathering any tree, shrub, other plant or plant part, rock, mineral, or geological feature except by permit issued by the parks and recreation department.

(3) Killing, harming or harassing any mammal, bird, reptile or amphibian, except by permit issued by the department.

(3) Hunting in any area.

(4) Building any fire in any place other than those specifically designated for such a purpose.

(5) Disposing of litter, garbage, or other refuse in places or receptacles other than those specifically provided for such purpose. Such unlawful disposing of litter, garbage, or refuse shall include:

a. Dumping any refuse or waste from any trailer or other vehicle except in places or receptacles provided for such use.

b. Cleaning fish or food, or washing clothing or articles for household use in any sink or at any faucet located in restrooms.

c. Polluting or contaminating any water used for human consumption.

d. Using county park or recreation area/facility refuse containers or facilities for dumping household or commercial garbage or trash brought as such from private property.

e. Depositing, except into receptacles provided for that purpose, any body waste, or depositing any bottles, cans, clothes, rags, metal, wood, stone, or other damaging substance in any fixture in any restroom or other structure.

(6) Possessing any firearm (in contradiction to any provision of the Code of Laws of South Carolina pertaining to firearms), air gun, explosive, or firework, except by duly authorized park personnel, law enforcement officers, or persons using areas specifically designated by the director of the parks and recreation department for use of firearms, air guns, fireworks, or explosives.

(7) Operating vehicles in a careless manner, or in excess of posted speed limits, or in areas other than those specifically intended for vehicular traffic. A violation of any of the following provisions constitutes the unlawful operating of a vehicle:

a. Motorbikes, minibikes, mopeds, motor scooters, go-carts, and any other types of motorized vehicles shall not be driven in any area or on any trail not intended for their use. Only licensed and insured motorized vehicles shall be allowed on park or recreation area roads, unless specifically approved by the director of the parks, recreation and tourism department or the park superintendent.

b. No motorized vehicle of any kind shall be allowed on horse trails, hiking trails, or beach areas unless utilized for ADA mobility.

c. Motor vehicles shall not be driven on roads in developed recreation sites for any purpose other than access into or egress out of the site by persons lawfully using or occupying such areas.

(8) Using privately owned boats or gasoline motors on any waters lying within the jurisdiction of the county in a reckless or careless manner or in violation of any posted rules and regulations including, but not limited to, wake zones.

(9) By way of example and not limitation, the following are generally prohibited from taking off, landing, or operating on or within county parks and recreation areas: Airplanes, including ultralight aircraft; unmanned flying aircraft (drones,

unmanned aircraft systems, remote controlled model aircraft, and the like); balloons; parachutes; or other apparatus for aviation. In some limited circumstances, certain of these machines may be operated within designated areas of county parks and recreation areas/facilities after the operator obtains a special activity permit.

(10) No person using or occupying public park and recreation areas/facilities shall possess or consume any alcoholic beverage, of any type. The county administrator may, upon notification of such request by the director of the county parks and recreation, however, allow a county park or recreation area to be used for a private social function at which alcoholic beverages may be legally consumed at such place, time, and circumstances as allowed by the county administrator.

(11) Acting in a disorderly manner or creating any noise which would result in annoyance to others. Acting in a disorderly manner shall include inciting or participating in riots, or indulging in boisterous, abusive, threatening, indecent, or disorderly conduct or other breaches of the peace. In addition to other authorized penalty provisions, anyone in violation of this subsection may be ejected from the park or recreation area and shall not be entitled to a refund of any fee or rental.

(12) Entering or remaining within the limits of the park or recreation area while in an intoxicated or drug-impaired condition.

(13) Making or continuing or causing any excessive noise in violation of Section 23-21 et seq. of the Lancaster County Code of Ordinances. In addition, no person shall operate or use any public address system, whether fixed, portable or vehicle mounted, except when such use or operation has been approved by the director of the parks and recreation.

(14) Engaging in or soliciting business within a park or recreation area/facility except where authorized by the director of the parks and recreation department, and no person shall distribute, post, place or erect any bills, notices, paper, or advertising device or matter of any kind without consent of the director of the parks and recreation department.

(15) Swimming in areas not designated for the purpose and/or failing to obey all posted rules while swimming.

(16) Bringing a dog or any other animal into a park or recreation area/facility unless it is crated, caged or upon a leash not longer than six feet or otherwise under physically restrictive control at all times. For this purpose:

a. No person shall leave any dog or other animal unattended within any park or recreation area/facility.

b. No person shall keep in a park or recreation area/facility a noisy, vicious, or dangerous dog or animal, or one which is disturbing to another person after he has been asked to remove such animal.

c. No person shall bring a saddle, pack, or draft animal into a site, which has not been developed to accommodate it.

d. The owner of any animal shall be responsible for cleaning up and properly disposing of any waste from such animal.

(17) All posted speed limits and other regulations shall be followed.

(18) Day use recreation areas/facilities and picnic areas are available on a first come first serve basis unless reserved. The recreation buildings and some shelters are available by reservation only.

(19) No glass containers allowed in any park area.

(20) It shall be unlawful for any person, except with a permit or concession from the county parks and recreation department, to sell or offer for sale within any public park or recreation area/facility any cold drinks, fruits, food, tobacco or other merchandise.

(21) No person shall appear in public in such a manner that one's genitalia or a females breasts are unclothed or exposed. This subsection does not apply to a female who is breastfeeding her own child.

(22) No person shall use a bench or other sitting area so as to interfere with its use by other persons, including storing any materials thereon.

(23) No person shall engage in camping, or erect or maintain a tent, shelter, or camp in any park without approval from the director of the department.

(24) No person shall use, or permit any animal under his or her control to use, any fountain, drinking fountain, pool, sprinklers, reservoir, lake or any other water contained in the park for the purpose of washing or cleaning himself or herself, his or her clothing or other personal belongings.

(25) No person shall refuse to vacate any park property or recreation facility/area when requested to do so for a scheduled parks and recreation event or approved event.

(26) No person shall use a metal detector in any fenced-in area or upon any athletic field or archeological site

Sec. 24-4. Penalty for violation of article.

Any person violating the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-10 of the Lancaster County Code of Ordinances.

SECTION III. Severability

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

SECTION IV. **Conflicting Provisions**

To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County Ordinances, the provisions contained in this Ordinance supersedes all other provisions and this Ordinance is controlling.

SECTION V. Effective Date of Ordinance

This Ordinance is effective upon passage of Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	July 17, 2023
Second Reading:	August 14, 2023
Public Hearing:	August 14, 2023
Third Reading:	August 28, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1859 / Planning Case Number: RZ-2023-0596
Contact Person / Sponsor: M. Blaszyk / Planning
Department: Planning
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
To approve or deny the rezoning request, which is an application by Dylan & Tammy Ellis for a rezoning of 4.77 acres at 1993 Beacon Road (TM# 0089-00-086.01) from Rural Neighborhood (RN) to Agricultural Residential (AR) district, in order to locate a mobile home on the property.

Points to Consider:
The parcel is adjacent to the proposed AR zoning district.

The applicant does have a permit to operate from SCDHEC.

The applicant will need to go through the Zoning Department to obtain a permit for the mobile home if the rezoning is approved.

Funding and Liability Factors:
N/A

Recommendation:
The proposed rezoning received unanimous recommendation for approval by Planning Commission at their June regular meeting with no discussion.

Staff recommends Approval of the request to rezone 4.77 acres (TM# 0089-00-086.01) from Rural Neighborhood (RN) District to Agricultural Residential (AR) District.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1859	7/5/2023	Ordinance
Application	5/9/2023	Exhibit
Staff Report	6/13/2023	Planning Staff Report
Ellis Plat	5/9/2023	Exhibit
SCDHEC Septic Permit	6/6/2023	Exhibit
Location Map	6/13/2023	Exhibit
Public Hearing Notice for Ordinance 2023-1859 (Planning Department Case Number: RZ-2023-0596)	6/22/2023	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2023-1859**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 4.77 ACRES (TM# 0089-00-086.01) LOCATED AT 1993 BEACON RD, FROM RURAL NEIGHBORHOOD (RN) DISTRICT TO AGRICULTURAL RESIDENTIAL (AR) DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Dylan and Tammy Ellis applied to rezone a 4.77-acre parcel of real property (TM# 0089-00-086.01) owned by them, being located at 1993 Beacon Rd, from Rural Neighborhood (RN) District to Agricultural Residential (AR) District.

(b) On June 20, 2023, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 7-0 vote, recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Rural Living, which corresponds to the Community Type of Rural Living. The adopted Comprehensive Plan states that the Rural Living Community Type "includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category, which includes gas stations, hardware stores, light industrial, and storage. The requested AR District is consistent with the Rural Living Future Land Use Category and the Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Rural Neighborhood (RN) District to Agricultural Residential (AR) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map No. (0089-00-086.01) – 4.77 acres

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 17, 2023
Public Hearing: July 17, 2023
Second Reading: August 14, 2023
Third Reading: August 28, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 1993 Beacon Rd
City Lancaster State SC Zip 29720 Tax Parcel ID 0089-00-086.01
Current Zoning RN Current Use Vacant
Proposed Zoning AR Total Acres 4.77
Project Description Set up Doublewide on Property for my Permanent Residence, which will not be seen from the highway due to the driveway being 1/3 of a mile long
Surrounding Property Description AR and RN
Within one mile of this property there is a mix of stick built homes, Doublewides and many single wides (26 mobile homes total within one mile)

CONTACT INFORMATION

Applicant Name Dylan Ellis
Address 3080 Major Evans Rd.
City Lancaster State SC Zip 29720 Phone 803-320-4655
Fax _____ Email EllisRentals@me.com
Property Owner Name Dylan Ray Ellis & Tammy Pate Ellis
Address 3080 Major Evans Rd
City Lancaster State SC Zip 29720 Phone 803-320-4655
Fax _____ Email EllisRentals@me.com

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

Applicant — Date: 3/29/2023

Property Owner(s) — Date: 3/29/2023

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.

PROPOSAL:	Request to rezone Approx. 4.77 acres
PROPERTY LOCATION:	1993 Beacon Road (TM# 0089-00-086.01)
CURRENT ZONING DISTRICT:	Rural Neighborhood (RN) District
PROPOSED ZONING DISTRICT:	Agricultural Residential (AR) District
APPLICANT:	Dylan & Tammy Ellis
COUNCIL DISTRICT:	District 5, Steve Harper

STATUTORY NOTICES:

Hearing notice published 6/3/2023 in The Lancaster News
Sign posted 6/2/2023
Mailed notices 6/1/2023
Posted agenda in lobby 6/13/2023

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel of 4.77 acres. The intent is to allow placement of a mobile home on the property. A mobile home is permitted with review under the MH Zoning district. The applicant will have to go through the Zoning Department once the rezoning is passed to obtain a permit for the mobile home.

Site Information

The parcel that is proposed to be rezoned is currently zoned as residential but is currently vacant. An approved septic system was recently installed on site.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by RN and AR zoned properties. There is an AR parcel adjoining the subject property to the east.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RN and AR	Residential; Agricultural
South	Lancaster County	RN	Residential; Agricultural
East	Lancaster County	AR	Residential; Agricultural
West	Lancaster County	RN	Residential; Agricultural

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the RN District. Pursuant to UDO Chapter 2.3, the RN District *"…is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential*."

Requested AR

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

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RN and AR Districts. The surrounding uses are primarily residential and agricultural in nature.

RELATIONSHIP TO PUBLIC PLANS

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

The Rural Living Future Land Use Category starts south of Highway 5 and extends to the rest of the County boarding with the City of Lancaster and the Towns of Heath Springs and Kershaw. The Rural Living Future Land Use Category and Rural Living Community Type are intended to be Synonyms.

The requested AR District is consistent with the Rural Living Future Land Use Category and the Comprehensive Plan.

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

INFRASTRUCTURE CONSIDERATIONS

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

Public Utilities

Water is currently serving this site, there is a septic tank that has been permitted by SCDHEC.

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

PHOTOS OF PROJECT AREA:

Ariel view of subject property

Facing subject property's easement off Beacon Rd

Looking down easement on property

Site of proposed mobile home

STAFF RECOMMENDATION:

Staff recommends **Approval** of the request to rezone 4.77 acres (TM# 0089-00-086.01) from Rural Neighborhood (RN) District to Agricultural Residential (AR) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0089-00-086.01;
2. That the subject property is currently zoned RN District and proposed to be rezoned AR District;
3. That the subject property has a Future Land Use designation of Rural Living, and a Community Type of Rural Living; and
4. That the proposed AR District is generally consistent with the surrounding area which is comprised of RN, and AR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Proposed Minor Subdivision Plat
3. Location Map/ Zoning Map
4. SCDHEC Permit

STAFF CONTACT:

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

This Plat Represents a Boundary Survey at the Request of Mrs. Delores M. Pate
Being a 10.78 Acre Tract of Delores M. Pate's Land Divided into Three Lots- Lots A, B, & C.
Lots A, B, & C Containing 4.01, 2.00, and 4.77 Acres Respectively
Having Such Shape, Form, Marks, & Boundaries as Shown
Located at 1989 Beacon Road Near the Primus Community
Lancaster County, South Carolina
October 1, 2012

Jeffrey M Hilliard 10/1/12

Reference Tax Map 89 Parcel 86.00
Deed Book 219 Page 147
Deed Book Z-5 Page 2265
Plat in Deed Book Z-5 Page 2265
Plat Book 12 Page 44

2012016294
PLAT MEDIUM
RECORDING FEES $10.00
PRESENTED & RECORDED:
12-04-2012 01:07 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:PLAT 2012
PG:559-559

APPROVED FOR RECORDING
Planning Official Date 12/2/12
This plat must be recorded by the following date: 12/2/13

Location Map n.t.s.
Hwy 903
S Potter Rd
Beacon Rd
SITE
Bear Crk.
Morris Hudson Rd
Tribal Rd
Plat 99-637

Beacon Road
Plat Book 12 Pg 44
existing home
bldgs
storage bldg
drive
car shed
shed
p pole
bldg. over by 1.10
55' R/W

LOT A
4.01 ACRES

LOT B
2.00 ACRES
(Combines with Parcel 85.00)

LOT C
4.77 ACRES

S12°03'57"E 105.00'
S12°46'55"E 69.32'
S12°48'55"E 30.18'
S13°14'13"E 30.20'
1/2" Rebar (Set) @ 15.10'
5/8" Rebar (Fd) @ 369.85'
5/8" Rebar (Fd) @ 5.92'
Approx. 1197' to Tribal Road
1197

S79-09-49W 210.53'
1" Pipe (Fd)
S78-49-52W 4.19'
1-1/4" Pipe (Fd) @ Fce Corner
N12-13-45W 104.85'
1-1/4" Pipe (Fd) @ Fce Corner
1-1/4" Pipe (Fd)

Charles E. Horne
Tax Map 89 Parcel 88.00
Deed Book H-5 Pages 238 & 239
Plat in Deed Book Z-5 Page 2074

Julia Plyler
Tax Map 89 Parcel 87.00
Plat in Deed Book Z-5 Page 2916
DB C-7 Page 309
DB C-7 Page 311

S68°54'33"W 908.51'
with or near old fence

N83-21-50E 688.15'
Metal T-Post (Set) @ 379.27'
N68°17'07"E 172.01'
S68°17'07"W 165.62'
S83°21'50"W 299.00'
New 30' Egress, Ingress, & Utility Easement into Lot C (This ESNT. is part of Lot B
S83°21'50"W 389.87'
N83°22'01"E 365.17'
N04°17'28"W 30.05'
5/8" Rebar (Fd)
N04°52'02"W 105.36'

Tammy & Mark Ellis
Tax Map 89 Parcel 85.00
Deed Book 60 Page 269
Deed Book 241 Page 67
Plat 99-637
Plat 98-453

Iron under Trash Pile

N68°17'07"E 297.39'
N35°50'31"E 297.39'
N68°54'33"E 241.77'
Metal T-Post (Set) on old fence
Metal T-Post (Set)
Metal T-Post (Set) @ Fce Corner
N22°30'03"W 1072.80'
Beside 30" Longleaf Pine on old fence
Metal T-Post (Set)
S22°30'03"E 427.83'
near old fence
Damon Lynn Murray
Tax Map 89 Parcel 91.01
Plat 2004-193
S61°20'27"W 40.06'
S68°29'19"W 87.55'
S62°06'34"W 97.07'
S22°30'03"E 1012.81'
1/2" Rebar (Fd)

S02°39'46"E 31.74'
S02°39'46"E 182.34'
3/4" Threaded Rod (Fd)
S82°35'01"W 81.84'
S82°35'01"W 82.16'
S78°21'02"W 92.89'
N79°08'15"W 13.82'
S56°13'28"W 75.51'
At or Near Edge of Swamp
171.43'
N69°48'49"W
Line Runs Along or Near Edge of the Swamp (see note)
S89°01'45"W 142.07'
S73°47'35"W 98.44'
S71°03'50"W 91.43'

Other Lands of:
Delores M. Pate (In the Reservoir Swamp)
Tax Map 89 Parcel 86.00
Deed Book 219 Page 147
Deed Book Z-5 Page 2265
Plat in Deed Book Z-5 Page 2265

Symbols & Abbreviations

EIP = EXISTING IRON PIN
NIP = NEW IRON PIN
PK = PK NAIL
RR = RAILROAD SPIKE
PP = PINCHED PIPE
Fd = FOUND
IR = IRON
MON = MONUMENT
REBR = REBAR
E = POWER LINE
T= TELEPHONE LINE
-X- = FENCE LINE

Note on Line @ Edge of Swamp:
This Line does not represent a Flood Study of any type or kind.
This Line is simply a random line at what appears to be the edge of Bear Creek Reservoir Swamp & is not a prediction of Flooding.
Contact Lancaster County Building & Zoning for Flood Elevations & Contours.

Note on Pate Land in Swamp:
I Did not Find a Deed Conveying Land in & Around Bear Creek to Lancaster County at or near the time of Bear Creek Reservoir Dam Construction.
Eric Pate tells me that his Father did Receive some Compensation from Lancaster County for flooding near the Creek. Attorney to verify what & if any rights were conveyed with this compensation.

SOUTH CAROLINA
HILLIARD JEFF
LAND SURVEYOR
LLC
No. 3785
CERTIFICATE OF AUTHORIZATION

Numerical Scale
1 Inch = 100 Feet

GRAPHIC SCALE 1"=100'
0 100 200 300

I hereby state that to the best of my knowledge, information, and belief, the survey Shown was made in accordance with the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class B survey as specified therein; also there are no visible encroachments or projections other than those shown.

This plat is subject to any Easements, Agreements, Right of Ways or Restrictions of record prior to the date of this plat, which were not visible & apparent at the time of the field survey.
Also, owner/buyer must verify highway, road, powerline, & utility, r/w-easement widths, location, & restrictions before working or building near a highway, road, powerline or underground utility.

This Plat does not include a Flood Study of any type or kind. This Plat does not include a Prediction of Flooding.

Jeffrey N. Hilliard S.C. PLS # 21230
N.C. # L-4853

Hilliard, Jeff Land Surveyor LLC
1826 Flint Ridge Road
Heath Springs, S.C. 29058
803-273-3748

FILE: WILLIAMPATE1SCALE

Rick

APPROVAL TO OPERATE

Contractor Self-Inspection

Onsite Wastewater System

File No.: 2020060014

County: Lancaster

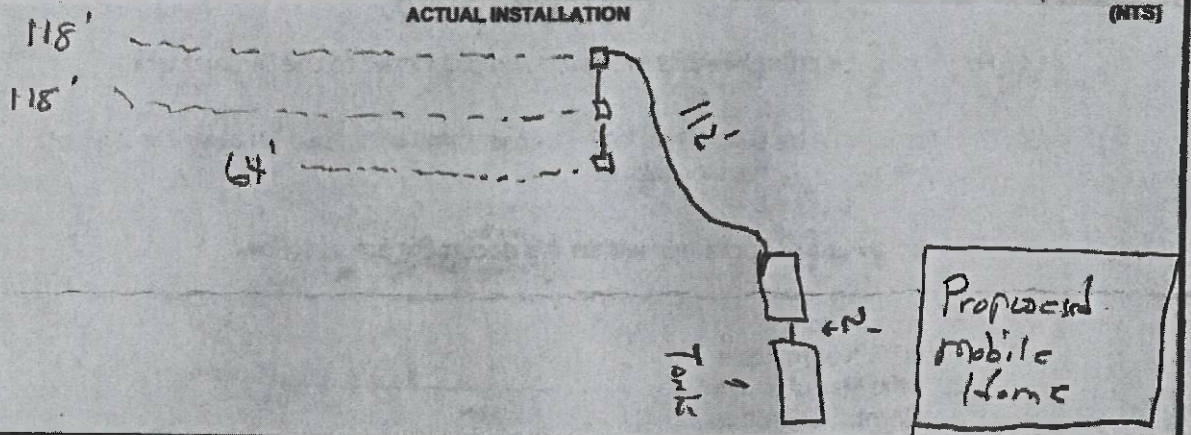
Name: Dylan Ellis | Address: 1993 Beacon Rd. | Program Code: 360

Type Facility: Mobile Home | Lancaster, SC | Tax Map:

Subdivision: Beacon Rd. | Site: Same | Water Supply: Public

Block: Lot:

ACTUAL INSTALLATION (NTS)



FINAL INSPECTION

Installer: Randy Hudson

Septic Tank Mfr: J.S Size: 1000 (gal)

Pump Chmbr Mfr: J.S Size: 1000 (gal)

Pump Mfr: Goulds

Pump Model: PE SIm

Grease Trap Mfr: —

Alternative Product: —

Aggregate Type: Quick 4 Inf.

Aggregate Depth (in):

Trench Width (in): 36"

Trench Depth (in): 26"

Fill Cap: ☐ Yes ☒ No Fill Cap Depth (in):

Well Installed: ☐ Yes ☒ No

Well Dist (ft): —

Building Dist (ft): —

Property Dist (ft): 17'

Water Dist (ft):

Elevation Readings

Plumbing	Septic Tank	Septic Tank	Pump Chmbr
Stubout: N A	Inlet: 3-2	Outlet: 3-4½	Inlet: 3-6

Line No.

1	5-3	5-4½	5-5	5-6
2	6-2	6-3½	6-4	6 4½
3	7-2	7-3½	7-4	

RECEIVED
OCT 26 2020
By CPhelps

Comments:

Contractor Printed Name: Randy Hudson License No.: 29-367-29039

I hereby certify the system was installed in accordance with the referenced permit and R.61-56.

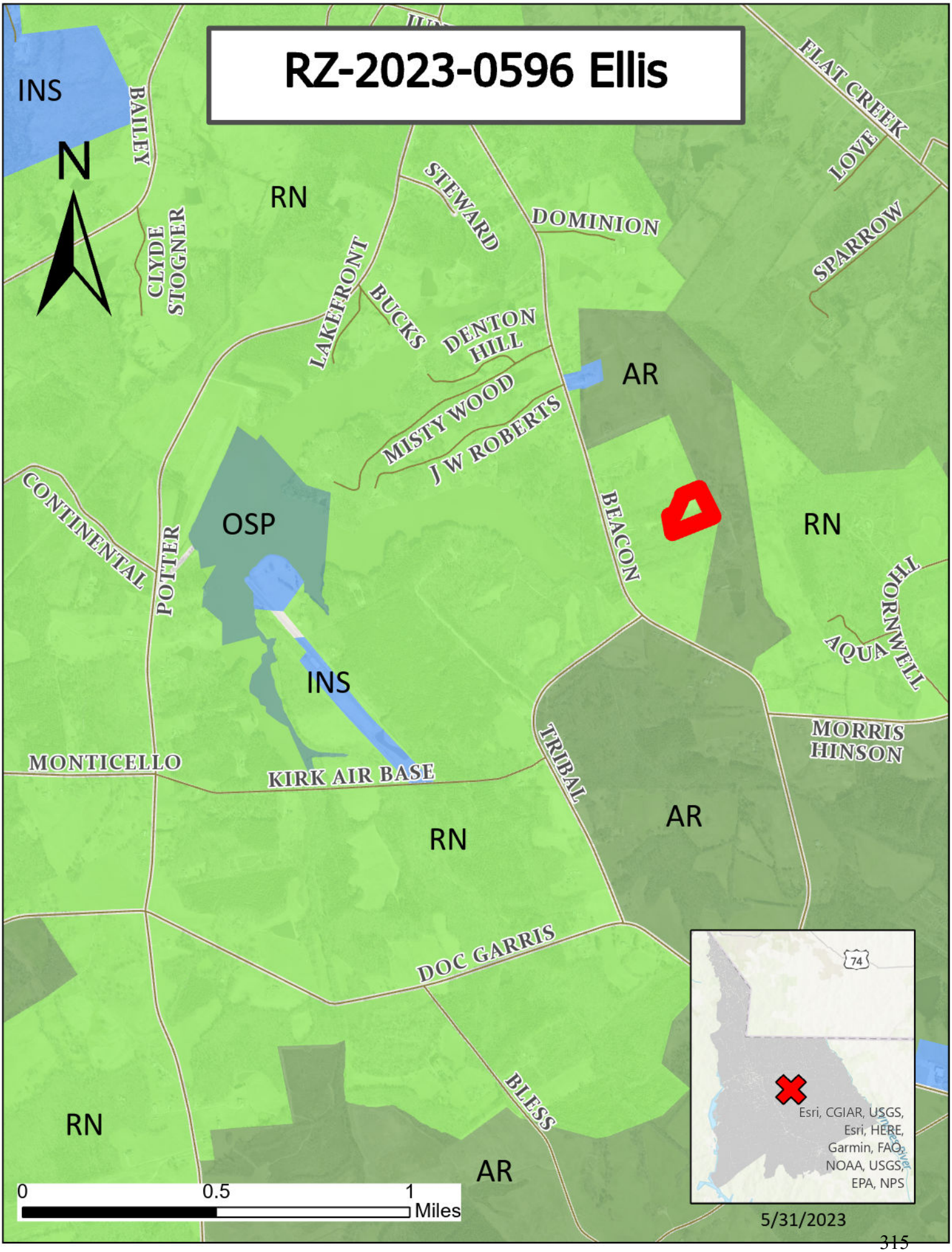
Contractor Signature: Randy H Date: 10-22-20

Office Use Only:

APPROVAL BY DHEC TO OPERATE
(based on the information provided above)

THIS CERTIFICATE MUST BE COMPLETELY FILLED OUT AND SUBMITTED TO THE LOCAL DHEC REGIONAL OFFICE. THE SYSTEM CANNOT BE PLACED INTO OPERATION UNTIL THIS FORM IS APPROVED AND SIGNED BY A DEPARTMENT REPRESENTATIVE.

Cathy Phelps Date: 10-26-2020


RZ-2023-0596 Ellis
INS
N
BAILEY
CLYDE STOGNER
RN
STEWARD
DOMINION
FLAT CREEK
LOVE
SPARROW
LAKEFRONT
BUCKS
DENTON HILL
AR
MISTY WOOD
J W ROBERTS
CONTINENTAL
POTTER
OSP
BEACON
RN
THORNWELL AQUA
INS
MORRIS HINSON
TRIBAL
MONTICELLO
KIRK AIR BASE
AR
RN
DOC GARRIS
BLESS
RN
AR
0
0.5
1
Miles
74
Esri, CGIAR, USGS, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS
5/31/2023

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, June 20, 2023, and Monday, July 17, 2023, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. CU-2023-0695: Application by The Timmons Group, TIL Holdings of Texas, George McGinn and Sallie Cooper for a Conditional Use Permit for a 2.9-acre parcel at 168 Fort Mill Highway/Highway 160 (TM# 0008-00-007.00) for development of an automated car wash facility (a/k/a Tommy's Car Wash).

2. RZ-2023-0596: Application by Dylan & Tammy Ellis for a rezoning of 4.77 acres at 1993 Beacon Road (TM# 0089-00-086.01) from Rural Neighborhood (RN) to Agricultural Residential (AR) district, in order to locate a mobile home on the property.

3. RZ-2023-0629: Application by Teresa Johnson to rezone a 1.0-acre parcel at the corner of Mackey and Douglas Roads (TM# 0103F-0F-006.03) from Medium Density Residential (MDR) to Manufactured Housing (MH) District, in order to locate a mobile home on the property.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 20, 2023 at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2023-0161 Edgewater Phase 11: Application by True Homes LLC on behalf of owners Lancaster County Forfeited Land Commission and B &C Landholdings LLC, for a Preliminary Plat encompassing 47.08 acres at and adjacent to Edgewater Parkway and Gateway Drive (p/o TM #s 0106-00-003.02 and 0106-00-003.00) for the development of 146 detached single-family homes and 50 townhomes.

In addition to these public hearing items, under New Business the Planning Commission will review and vote upon a request by Exeter Development Company to extend its vested rights for the Patterson Preserve pursuant to Section 9.2.17.A.2 of the Unified Development Ordinance.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

ed in The Lancaster News,
lina, in accordance with

SWORN to before me this 5th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

The Lancaster News

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Lancaster, SC 29721
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Superintendent community input sessions: Community members are invited to give feedback on what they want in the next school district the Lancaster County Administration Building, 101 N. Main St., Lancaster.

Lancaster County Council: 6 p.m. June 12 in council chambers at the Lancaster County Administration Building, 101 N. Main St., Lancaster.

Lancaster NAACP: 6 p.m. June 13 at Lancaster City work session: 7 p.m. June 13 at the Lancaster County School District boardroom, 300 S. Catawba St., Lancaster.

Lancaster County School Board: 7 p.m. June 13 at the Lancaster County School District boardroom, 300 S. Catawba St., Lancaster.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on June 3rd 2023.

SWORN to before me this 5th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

CAROLINA GATEWAY

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-339-6862

PUBLIC HEARING NOTICE

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1. SD-2023-0161 Edgewater Pl

abadzhu.

dents.
Joshua Gordon and Kay-
lie Gutti were recognized for
their commitment to join the
military after graduation.
Two students graduated
with associate degrees from
USC Lancaster in addition
to their diplomas — Joseph
Cohen and Anastasia Klar-
on."
Luis, als
— instead, J
dictate what
"But you did
defeated yo
freshman co
began whe
demic, the
with the ye

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Lancaster, SC 29721
Main 803-283-1133
Fax 803-283-8969

Newsroom 803-339-6868
Jane Alford, Editor
jalford@thelancasternews.com

Advertising 803-339-6862 (display)
or 803-339-6864 (classifieds)
advertising@thelancasternews.com

I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on June 7th 2023.

SWORN to before me this 7th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

CAROLINA GATEWAY

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-339-6862

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, June 20, 2023, and Monday, July 17, 2023, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. CU-2023-0695: Application by The Timmons Group, TIL Holdings of Texas, George McGinn and Sallie Cooper for a Conditional Use Permit for a 2.9-acre parcel at 168 Fort Mill Highway/Highway 160 (TM# 0008-00-007.00) for development of an automated car wash facility (a/k/a Tommy's Car Wash).

2. RZ-2023-0596: Application by Dylan & Tammy Ellis for a rezoning of 4.77 acres at 1993 Beacon Road (TM# 0089-00-086.01) from Rural Neighborhood (RN) to Agricultural Residential (AR) district, in order to locate a mobile home on the property.

3. RZ-2023-0629: Application by Teresa Johnson to rezone a 1.0-acre parcel at the corner of Mackey and Douglas Roads (TM# 0103F-0F-006.03) from Medium Density Residential (MDR) to Manufactured Housing (MH) District, in order to locate a mobile home on the property.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 20, 2023 at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2023-0161 Edgewater Pl...

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or 803-339-6864 (classifieds)
advertising@thelancasternews.com

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I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on June 7th 2023.

SWORN to before me this 7th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1860 / Planning Case Number: RZ-2023-0629
Contact Person / Sponsor: M. Blaszyk / Planning
Department: Planning
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
To approve or deny the proposed rezoning, which is an application by Teresa Johnson to rezone a 1.0 acre parcel at the corner of Mackey and Douglas Roads (TM# 0103F-0F-006.03) from Medium Density Residential (MDR) to Manufactured Housing (MH) District, in order to locate a mobile home on the property.

Points to Consider:
The parcel is adjacent to the proposed MH zoning district.

The applicant does have a permit to operate from SCDHEC.

The applicant will need to go through the Zoning Department to obtain a permit for the mobile home if the rezoning is approved.

Funding and Liability Factors:
N/A

Recommendation:
The proposed rezoning received unanimous recommendation for approval by Planning Commission at their June regular meeting with no discussion.

Staff recommends **Approval** of the request to rezone 1.0-acre (TM# 0103F-0F-006.03) from Medium Density Residential (MDR) District to Manufactured Home (MH) District.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1860	7/5/2023	Ordinance
Staff Report	6/13/2023	Planning Staff Report
Application	5/9/2023	Exhibit
Johnson plat	5/9/2023	Exhibit
Septic Permit	5/9/2023	Exhibit
LCWSD Service letter	5/9/2023	Exhibit
Johnson Deed	6/6/2023	Exhibit
Location Map	6/13/2023	Exhibit
Public Hearing Notice for Ordinance 2023-1860 (Planning Department Case Number: RZ-2023-0629)	6/22/2023	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2023-1860**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 1.0 ACRE (TM# 0103F-0F-006.03) LOCATED AT THE CORNER OF MACKEY AND DOUGLAS ROADS, FROM MEDIUM DENSITY RESIDENTIAL (MDR) DISTRICT TO MANUFACTURED HOUSING (MH) DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Teresa Johnson applied to rezone a 1.0-acre parcel of real property (TM# 0103F-0F-006.03) owned by Ms. Johnson, being located at the intersection of Mackey and Douglas Roads, from Medium Density Residential (MDR) District to Manufactured Housing (AR) District.

(b) On June 20, 2023, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 7-0 vote, recommended approval of the rezoning request.

The Future Land Use Category of the subject properties is Transitional, which corresponds to the Community Type of Suburban SF/MF Residential & Commercial. The adopted Comprehensive Plan states that the Suburban MF Residential & Commercial Community Type "Suburban multifamily neighborhoods are generally formed as complexes or communities, with a relatively uniform housing type and density throughout. They support the highest residential density in the suburban landscape and may contain one of the following housing types: condominiums, townhomes, senior housing, or apartments. Suburban multifamily neighborhoods are found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers. Buildings are oriented interior to the site and typically buffered from surrounding development by transitional uses or landscaped areas. Large parking lots and low street connectivity are common in suburban multifamily neighborhoods." The Transitional Future Land Use Category extends in a ring around the City of Lancaster from North Corner Road to the Edgewater Community in the South.

The requested MH District is consistent with the Future Land Use Category and the Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Medium Density Residential (MDR) District to Manufactured Housing (MH) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map No. (0089-00-086.01)

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2023.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 17, 2023
Public Hearing: July 17, 2023
Second Reading: August 14, 2023
Third Reading: August 28, 2023

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to rezone 1.0 acre of property
PROPERTY LOCATION:	Corner of Mackey and Douglas Roads (TM# 0103F-0F-006.03)
CURRENT ZONING DISTRICT:	Medium Density Residential (MDR) District
PROPOSED ZONING DISTRICT:	Manufactured Housing (MH) District
APPLICANT:	Teresa Johnson
COUNCIL DISTRICT:	District 2, Charlene McGriff
STATUTORY NOTICES:	Hearing notice published 6/3/2023 in The Lancaster News Signs posted 6/2/2023 Mailed notices 6/11/2023 Posted agenda in lobby 6/13/2023

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 1.0 acre in size. The intent is to allow placement of a mobile home on the property. A mobile home is permitted with review under the MH Zoning district. The applicant will have to go through the Zoning Department once the rezoning is passed to obtain a permit for the mobile home.

Site Information

The parcel proposed to be rezoned is currently zoned for residential use but is vacant. This use would continue under the proposed zoning. The applicant provided a recorded plat that confirmed the parcel is one acre and would be a conforming lot if rezoned.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by MH and MDR zoned properties. There is an MH parcel within 80 feet to the west across Mackey Road, and another less than 500 feet to the north.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR; MH	Residential
South	Lancaster County	LDR	Residential, Agricultural
East	Lancaster County	MDR	Residential
West	Lancaster County	MH	Residential (Manufactured Housing)

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the MDR District. Pursuant to UDO Chapter 2.3, the MDR District *"…established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 2.5 dwelling*

units per acre. Intended to act as a transitional zoning district between rural and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district."

Requested MH

UDO Chapter 2.3 describes the requested MH District as "… *accommodates manufactured homes in MH parks, subdivisions, and single lot districts*."

Compatibility with Surrounding Area
As noted previously, the subject property is predominately surrounded by the MDR and MH Districts. The surrounding uses are primarily residential in nature.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is Transitional, which corresponds to the Community Type of Suburban SF/MF Residential & Commercial. The adopted Comprehensive Plan states that the *Suburban SF Residential & Commercial* Community Type "*urban single-family neighborhoods are formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.*" The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Future Land Use Category of the subject properties is Transitional, which corresponds to the Community Type of Suburban SF/MF Residential & Commercial. The adopted Comprehensive Plan states that the *Suburban MF Residential & Commercial* Community Type "*Suburban multifamily neighborhoods are generally formed as complexes or communities, with a relatively uniform housing type and density throughout. They support the highest residential density in the suburban landscape and may contain one of the following housing types: condominiums, townhomes, senior housing, or apartments. Suburban multifamily neighborhoods are found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers. Buildings are oriented interior to the site and typically buffered from surrounding development by transitional uses or landscaped areas. Large parking lots and low street connectivity are common in suburban multifamily neighborhoods.*" The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Transitional Future Land Use Category extends in a ring around the City of Lancaster from North Corner Road to the Edgewater Community in the South. The Transitional Future Land Use Category and Suburban SF/MF Residential & Commercial Community Type are intended to be Synonyms.

The requested MH District is consistent with the Future Land Use Category and the Comprehensive Plan.

Suburban Single-Family/Multi-Family Neighborhood: Land Use Considerations		
Mobile	Modular Homes	School
Single-Family Detached Home	Church	Community Park
Single-Family Attached Home (Town Home / Duplex)	Natural Area	Community Center / Pool and Recreational Amenities

INFRASTRUCTURE CONSIDERATIONS

Transportation

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

Public Utilities

Water is currently serving this site, there is a septic tank that has been permitted by SCDHEC.

Public Schools

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

PHOTOS OF PROJECT AREA:

An ariel view of the subject property

Facing subject parcel off Douglas Rd

Facing subject parcel and Mackey Rd off Douglas Rd

Facing subject parcel and Douglas Rd

STAFF RECOMMENDATION:

Staff recommends **Approval** of the request to rezone 1.0-acre (TM# 0103F-0F-006.03) from Medium Density Residential (MDR) District to Manufactured Home(MH) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0103F-0F-006.03.00;
2. That the subject property is currently zoned MDR District and proposed to be rezoned MH District;
3. That the subject property has a Future Land Use designation of Transitional, and a Community Type of Suburban SF/MF Residential & Commercial; and
4. That the proposed MH District is generally consistent with the surrounding area which is comprised of MDR, MH and LDR Districts.

ATTACHMENTS:

1. Rezoning Application
2. Recorded Plat
3. SCDHEC Permit
4. Location Map/ Zoning Map

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address TBD (corner of Mackey and Douglas Roads)
City Lancaster State SC Zip 29720 Tax Parcel ID 0103F-0F-006.03
Current Zoning MDR Current Use empty lot
Proposed Zoning MH Total Acres 1.0
Project Description I am wanting to place a double-wide mobile home on the property. This will be my personal residence.

Surrounding Property Description
The other properties on Mackey Road are evenly split between mobile homes and stick built homes.

CONTACT INFORMATION

Applicant Name Teresa Ann Johnson
Address 2390 Mackey Road
City Lancaster State SC Zip 29720 Phone 803-320-7119
Fax 803-286-7123 Email reesasim@yahoo.com
Property Owner Name Teresa Ann Johnson
Address 2390 Mackey Road
City Lancaster State SC Zip 29720 Phone 803-320-7119
Fax 803-286-7123 Email reesasim@yahoo.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.

Teresa Ann Johnson — 3/25/2023

Applicant — Date

Teresa Ann Johnson — 3/25/2023

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**

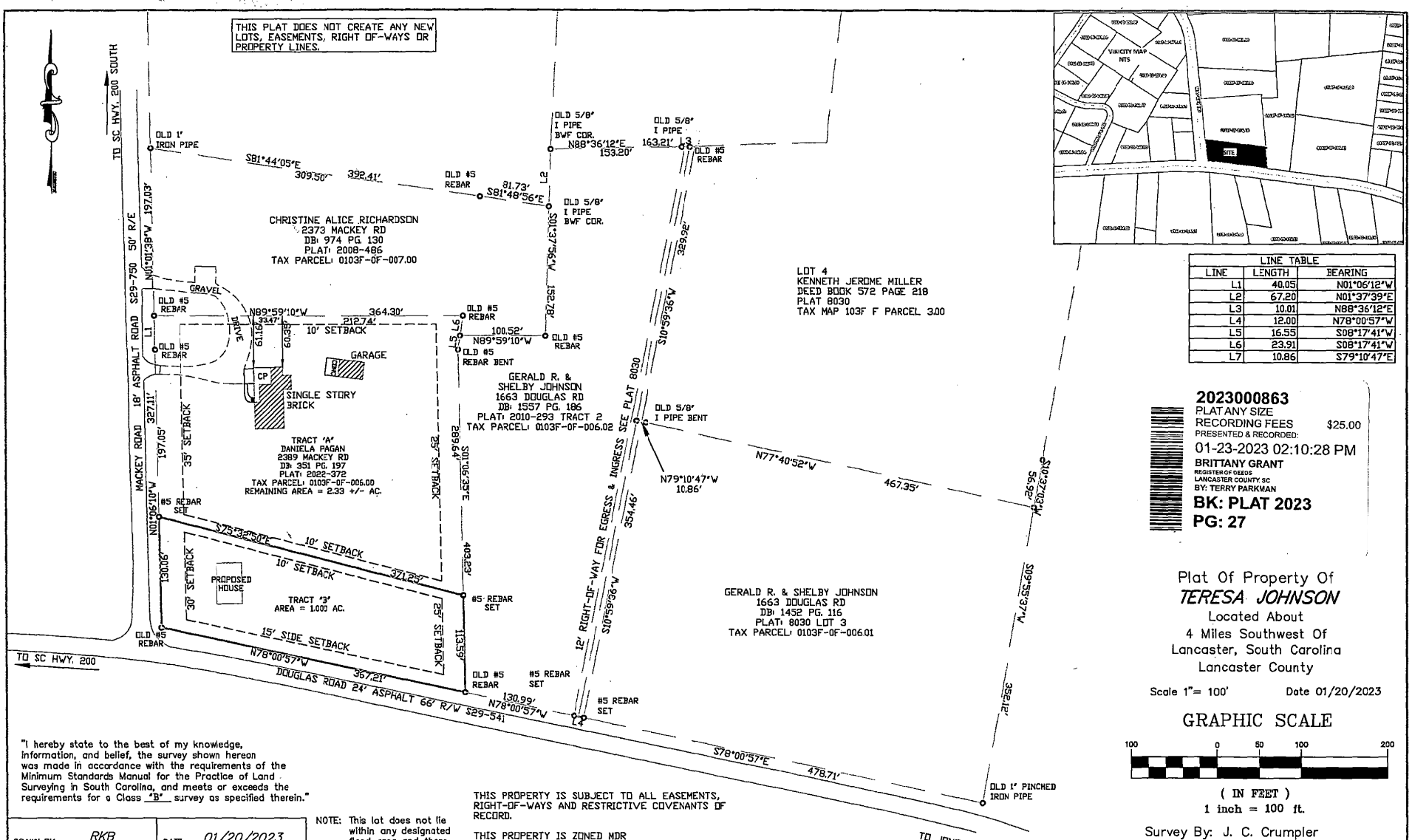
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.05	N01°06'12"W
L2	67.20	N01°37'39"E
L3	10.01	N88°36'12"E
L4	12.00	N78°00'57"W
L5	16.55	S08°17'41"W
L6	23.91	S08°17'41"W
L7	10.86	S79°10'47"E

2023000863
PLAT ANY SIZE
RECORDING FEES $25.00
PRESENTED & RECORDED:
01-23-2023 02:10:28 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: TERRY PARKMAN
BK: PLAT 2023
PG: 27

Plat Of Property Of
TERESA JOHNSON
Located About
4 Miles Southwest Of
Lancaster, South Carolina
Lancaster County

Scale 1"= 100' Date 01/20/2023

GRAPHIC SCALE

100 0 50 100 200

(IN FEET)
1 inch = 100 ft.

Survey By: J. C. Crumpler
S.C. Reg. No. 6574
207 Chesterfield Avenue
Lancaster, South Carolina

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

DRAWN BY: RKB	DATE: 01/20/2023
CHECKED BY: JCC	A PORTION OF TAX PARCEL: 0103F-0F-006.00
JOB NO.: 10-05-5	SHEET 1 OF 1

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

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

THIS PROPERTY IS ZONED MDR (MEDIAN DENSITY RESIDENTIAL)
FRONT SETBACKS - 30'
SECONDARY FRONT SETBACK - 15'
SIDE SETBACKS - 10'
REAR SETBACK - 25'

dhec

PERMIT TO CONSTRUCT
Onsite Wastewater System

Permit ID: 29-2022-10-0020 v1.0
County: Lancaster

Name: TERESA JOHNSON
Type Facility: Residential
Subdivision:
Block: Lot: Track B

Site: 2389 MACKEY RD, , LANCASTER

Program Code: CONVENTIONAL
System Code: 100
TM #: 103F-0F-006.00
Water Supply: Public Water Source

PERMIT TO CONSTRUCT SYSTEM SPECIFICATIONS

Daily Flow (gpd): 240 **Tank Sizes (gal):** Septic Tank: 1000 Pump Chamber: Grease Trap:
LTAR (g/d/ft²): .3 **Trenches:** Length (ft): 267 Width (in): 36 Max. Depth (in): 28 Agg. Depth (in): 14
Min Pump Capacity: GPM at ft. of Head

SPECIAL INSTRUCTIONS/CONDITIONS

THIS PERMIT IS SITE SPECIFIC. ANY CHANGES TO THE SYSTEM MUST BE APPROVED BY DHEC.ALTERNATIVE TRENCH PRODUCTS APPROVED UNDER STATE RULES AND REGULATIONS MAY BE SUBSTITUTED. ANY UNAPPROVED CHANGES WILL VOID THIS PERMIT.

Installers must contact the local Environmental Affairs office by 10:00 AM the day prior to installation in order to schedule a time for the final inspection. If a Department representative does not arrive withing 30 minutes of the scheduled time, the installer may conduct the final inspection. When a contractor self-inspection occurs, the installer must complete DHEC form 3978, Approval to Operate Contractor Self-Inspection. The installer must submit the DHEC form 3978 within 2 business days of the completion of installation.

- *All applicable setbacks set forth in Regulation 61-56 apply.*
- *Maximum Trench Depth not to exceed 28 inches. Do not install under wet conditions.*
- *Do not install the septic system within 5 feet from the property line. No parking, driving, building, or paving over the area of septic system and the repair area before or after installation. Do not cut, fill, or change the grade of the natural soils in the septic system area.*
- *A pump may be necessary in the repair area.*

PERMIT TO CONSTRUCT SYSTEM DIAGRAM

See System Diagram on page 2 of this document.

Issued/Revised By: Michael Kelley Date: January 24, 2023

DHEC 1781 (01/2014)

This Permit is Appealable Under the Administrative Procedures Act.
This Permit will Expire and Become Null and Void Five (5) Years from the Issuance Date.
There may be an Additional Fee for Changes in this Permit that Require a Site Reevaluation.

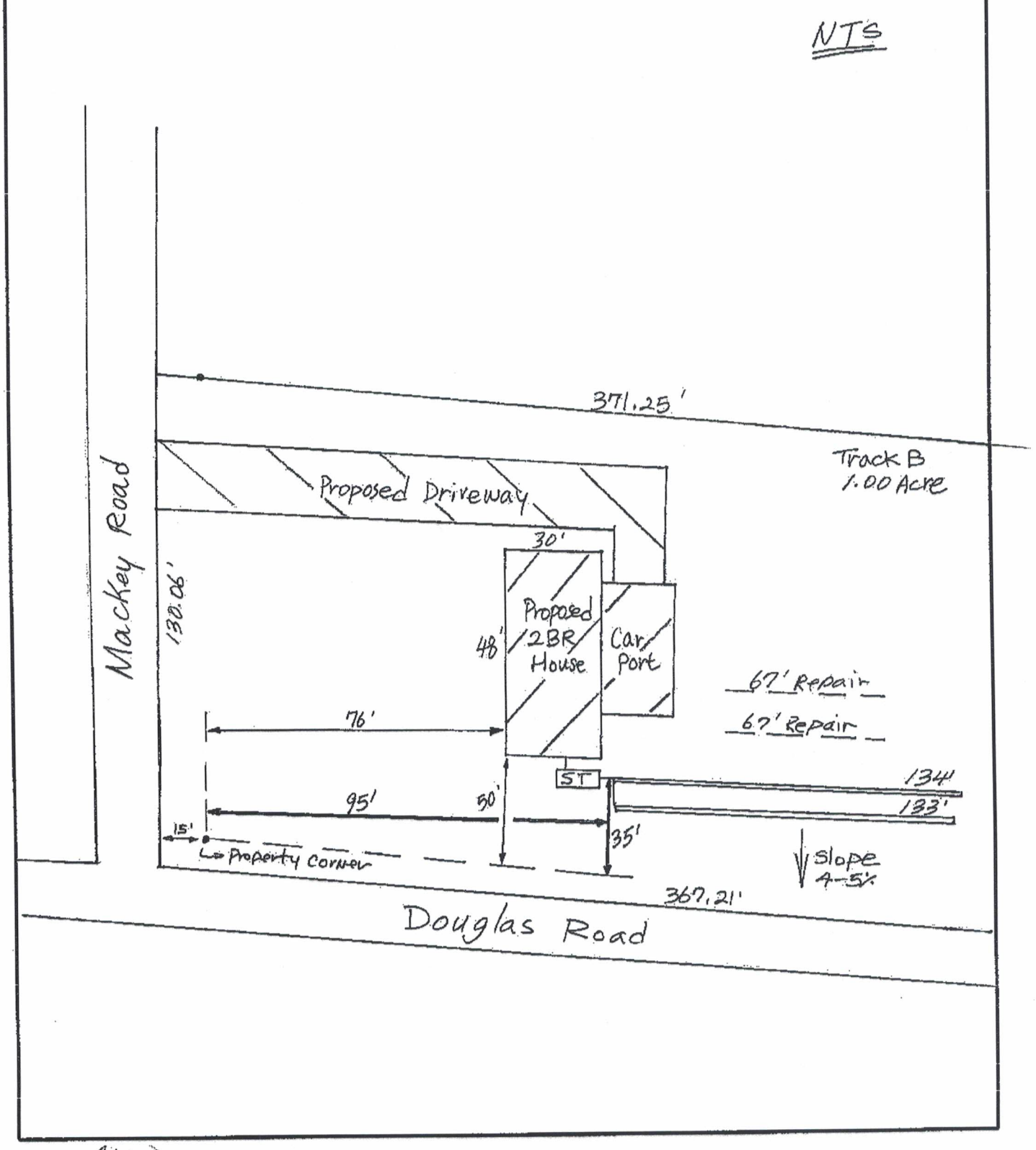
dhec

PERMIT TO CONSTRUCT

Onsite Wastewater System

Applicant: TERESA JOHNSON
Permit ID: 29-2022-10-0020 v1.0
County: Lancaster

PERMIT TO CONSTRUCT SYSTEM DIAGRAM



LCWSD

DATE 2-3-23

This is to verify that Lancaster County Water & Sewer District has water service available provided all local, state, and LCWSD policies are followed and fees are paid in full.

Parcel: 0103F-0F-006.03

Name: Teresa Johnson

If you have any questions concerning this please call our office at 803-285-6919.

Thank you,

Laura Watterson

Lancaster County Water & Sewer District

PREPARED BY TRIMNAL & MYERS, LLC

LANCASTER COUNTY, SC	
2023000889	DEED
RECORDING FEES	$15.00
STATE TAX	$0.00
COUNTY TAX	$0.00
PRESENTED & RECORDED	
01-23-2023	03:35:59 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: CANDICE PHILLIPS	
BK:DEED 1629 PG:13-16	

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

CORRECTIVE DEED CORRECTING DEED BOOK 1584 PAGE 142 TO CORRECT LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS, THAT **Daniela Pagan** (hereinafter called "Grantors") in the State aforesaid, for and in consideration of the sum of TWELVE THOUSAND AND 00/100 ($12,000.00) Dollars, to him paid by **Teresa Ann Johnson** (hereinafter called "Grantee/s") in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these Presents (do(es) grant, bargain, sell and release, unto the said:

Teresa Ann Johnson, his/their Heirs and/or Assigns Forever:

All that certain piece, parcel or lot of land, lying, being and situate with any and all improvements thereon, shown as Tract B containing 1.00 acres, more or less as shown on plat prepared for Teresa Johnson prepared by J.C. Crumpler dated January 20, 2023 and recorded January 23, 2023 in Book 2023 at Page 27 in the Office of the Register of Deeds for Lancaster County, South Carolina. Plat is craved for a more accurate description as to metes and bounds.

Being a portion of the property conveyed to Daniela Pagan by Deed recorded August 25, 2006 in Deed Book 351 Page 193 in the Register of Deeds Office for Lancaster, SC.

TMS# P/O 0103F-0F-006.00

Grantee's Address: 2390 Mackey Rd. Lancaster, SC 29720

This conveyance is made subject to all existing easements, restrictions, rights of way and/or encroachments.

TOGETHER will 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/S**, Their Heirs and/or Assigns forever.

AND the said **GRANTOR/S** do hereby bind themselves and their heirs and/or assigns to warrant and forever defend all and singular the said premises unto the said GRANTEE/S, Their Heirs and/or Assigns, against Themselves and Their Heirs and/or Assigns and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

ADDITIONAL PAGE INTENTIONALLY LEFT BLANK

WITNESS our Hand(s) and Seal(s) this 21st day of January in the year of our Lord 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness #1

Daniela Pagan

Witness #2

STATE OF South Carolina)
)
COUNTY OF Lancaster) ACKNOWLEDGEMENT

I, Gerald R. Johnson Jr., Notary Public for the State of SC

do hereby certify that **GRANTOR/S** personally appeared before me this day and acknowledged the due execution of the foregoing deed.

Sworn before me this 21st day of January, 2023

Gerald R. Johnson Jr.
Notary Public for the State of SC
My Commission Expires: 4 / 8 / 2030

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER) AFFIDAVIT FOR EXEMPT TRANSFERS

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

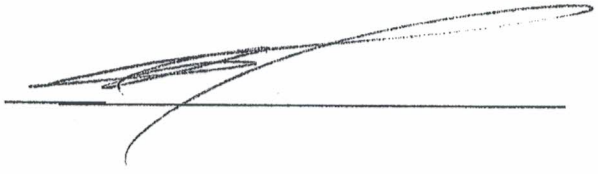
1. I have read the information on the back of this affidavit and I understand such information.

2. The property being transferred is located at Tract B was transferred by Daniela Pagan to Teresa Ann Johnson dated 01/21/2022.

3. The deed is exempt from the deed recording fee because (See information section of affidavit): 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. Code Section 12-24-30, - see exemption #12 (Code Section 12-24-40(12))

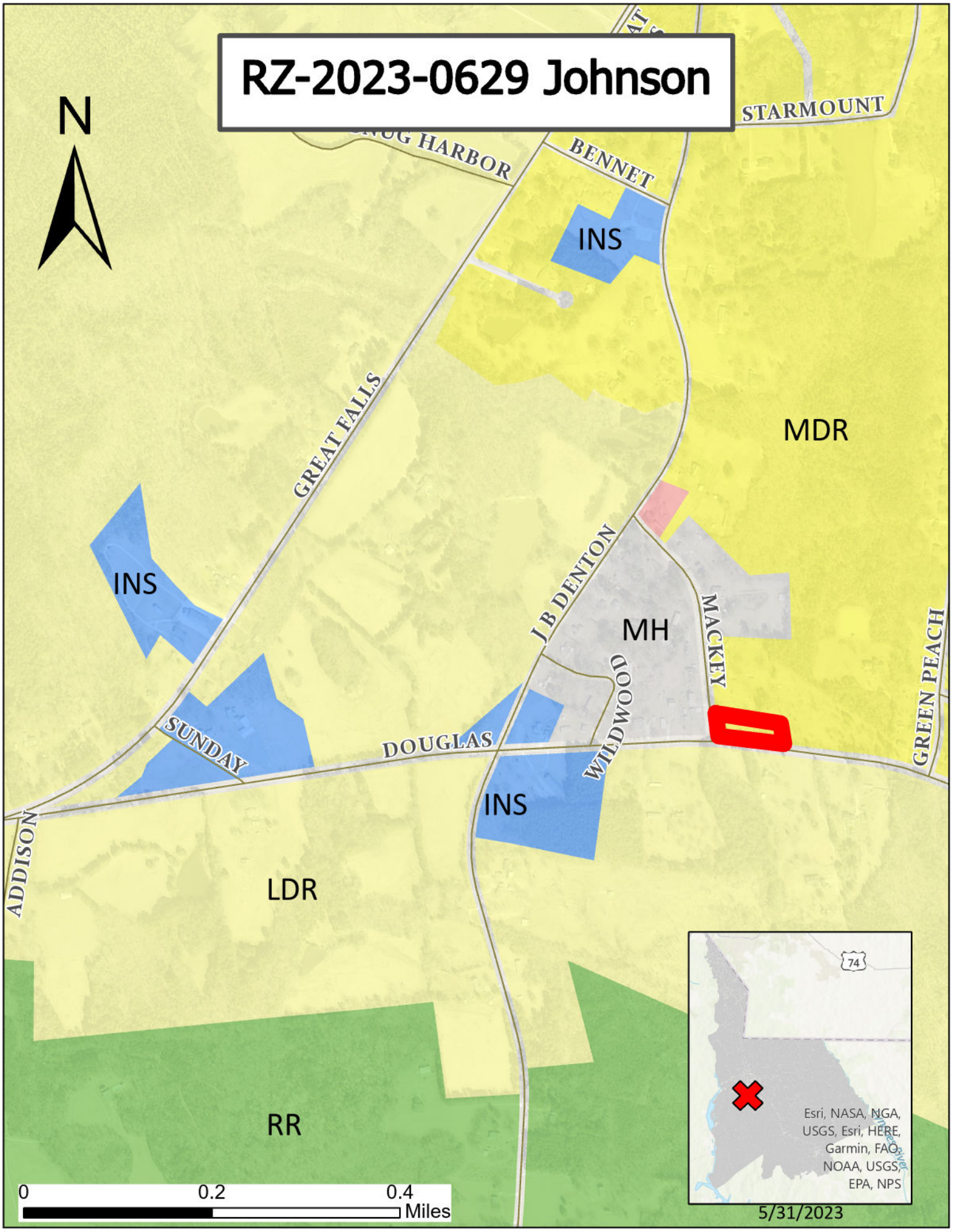
4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

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.



SWORN to before me this 23
day of Jan 2023

Notary Public for SC
My Commission Expires: 9/25/30


RZ-2023-0629 Johnson
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STARMOUNT
BENNET
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GREAT FALLS
MDR
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J B DENTON
MH
MACKEY
GREEN PEACH
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DOUGLAS
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Esri, NASA, NGA, USGS, Esri, HERE, Garmin, FAO, NOAA, USGS, EPA, NPS
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5/31/2023

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, June 20, 2023, and Monday, July 17, 2023, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. CU-2023-0695: Application by The Timmons Group, TIL Holdings of Texas, George McGinn and Sallie Cooper for a Conditional Use Permit for a 2.9-acre parcel at 168 Fort Mill Highway/Highway 160 (TM# 0008-00-007.00) for development of an automated car wash facility (a/k/a Tommy's Car Wash).

2. RZ-2023-0596: Application by Dylan & Tammy Ellis for a rezoning of 4.77 acres at 1993 Beacon Road (TM# 0089-00-086.01) from Rural Neighborhood (RN) to Agricultural Residential (AR) district, in order to locate a mobile home on the property.

3. RZ-2023-0629: Application by Teresa Johnson to rezone a 1.0-acre parcel at the corner of Mackey and Douglas Roads (TM# 0103F-0F-006.03) from Medium Density Residential (MDR) to Manufactured Housing (MH) District, in order to locate a mobile home on the property.

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 20, 2023 at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2023-0161 Edgewater Phase 11: Application by True Homes LLC on behalf of owners Lancaster County Forfeited Land Commission and B &C Landholdings LLC, for a Preliminary Plat encompassing 47.08 acres at and adjacent to Edgewater Parkway and Gateway Drive (p/o TM #s 0106-00-003.02 and 0106-00-003.00) for the development of 146 detached single-family homes and 50 townhomes.

In addition to these public hearing items, under New Business the Planning Commission will review and vote upon a request by Exeter Development Company to extend its vested rights for the Patterson Preserve pursuant to Section 9.2.17.A.2 of the Unified Development Ordinance.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to the Planning Commission or to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

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lina, in accordance with

SWORN to before me this 5th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

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Superintendent community input sessions: Community members are invited to give feedback on what they want in the next school district the Lancaster County Administration Building, 101 N. Main St., Lancaster.

Lancaster County Council: 6 p.m. June 12 in council chambers at the Lancaster County Administration Building, 101 N. Main St., Lancaster.

Lancaster NAACP: 6 p.m. June 13 at Lancaster City work session: 7 p.m. June 13 at the Lancaster County School District boardroom, 300 S. Catawba St., Lancaster.

Lancaster County School Board: 7 p.m. June 13 at the Lancaster County School District boardroom, 300 S. Catawba St., Lancaster.

I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on June 3rd 2023.

SWORN to before me this 5th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

CAROLINA GATEWAY

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-339-6862

PUBLIC HEARING NOTICE

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1. SD-2023-0161 Edgewater Pl

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Lancaster, SC 29721
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or 803-339-6864 (classifieds)
advertising@thelancasternews.com

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dents.
Joshua Gordon and Kaylie Gutti were recognized for their commitment to join the military after graduation.
Two students graduated with associate degrees from USC Lancaster in addition to their diplomas — Joseph Cohen and Anastasia Khar-

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I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on June 7th 2023.

SWORN to before me this 7th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

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Two students graduated
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USC Lancaster in addition
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I hereby certify that on the above notice published in the Carolina Gateway in Lancaster County, South Carolina, in accordance with law on June 7th 2023.

SWORN to before me this 7th day of June, 2023

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Ashley L Johnson NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1861
Contact Person / Sponsor: Dennis Marstall / Administration and Ginny Merck-Dupont / County Attorney
Department: Attorney
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Approval of the sell and conveyance of the old jail, old library and an office building to the Lancaster County Society of Historical Preservation for the purpose of restoring the Old Jail and Library and utilizing them to highlight their original and historic purpose.

Points to Consider:
In August 2022, the Lancaster County Society of Historic Preservation made a presentation to County Council requesting ownership of the County properties on the parcel of land located at the corner of West Gay and South French Street in order to refurbish the buildings, including the Old Jail and Library, and highlight their historic relevance to the community.

This iconic Library structure was built in 1936-7 in the "WPA era" architectural style of the time and was the County's first dedicated library building. It served as a major community asset until 1970 when the new library building was built on White Street. Several generations of Lancastrians used the old library not only to check out books, but as a haven for writing term papers and conducting other research, and it was the base for the Bookmobile that brought library books to country stops around the county, providing rural families access to books that they might otherwise not have had.

Most recently the old Library building served as the County's EMS Headquarters, but has remained vacant for at least the past five year and is in need of repairs, including a new roof and plaster wall repair. The proposal by the Society is to restore the facility in the image of its original design and use it as an Archives Center.

The Old Jail was designed by early American Architect, Robert Mills, who was a protege of Thomas Jefferson, and helped popularize the Greek Revival style of architecture throughout his career. The Jail was built in 1823 and incorporated innovative jail design changes promoted by Mills. The Old Jail is listed on the US Register of National Historic Places. It most recently had County offices on the first floor, but the second floor has remained unused for numerous years, as it has had the rafter supports reinforced and there are still burn marks on the rafters and ceiling from when there was fire in the Jail.

The Society plans to renovate the facility and use it for a Visitor's Center and office space, with the potential for exhibit or event space.

This parcel of land is included in the cultural arts district plan for Gay Street and ties into other proposed projects to revitalize the Gay Street corridor. A newly restored and recast Lancaster County Archives Center and Historic Jail Visitor's Center will result in direct and indirect benefits to the County through revitalization of the property, driving further redevelopment efforts for surrounding properties and thereby creating jobs and increasing the tax base for Lancaster County.

The conveyance includes the following requirements:

(1) A nominal payment

(2) the Historic Jail and Old Library be made accessible, but not necessarily fully restored and recast, to the public within five years of the date of the conveyance; and

(2) allows for the demolition of the current Clemson Cooperative Extension Office Building within four years from the date of the conveyance.

Funding and Liability Factors:
The real property is surplus to the needs of the County. A condition of the conveyance is that should the Lancaster County

Society for Historical Preservation cease ownership of the real property at some time in the future or if the property is no longer used for a public purpose, then ownership of the property shall revert back to the County at no cost.

All three buildings on the parcel were appraised in October 2022 at a value of $200,000, but all the buildings need significant investment to address roof repairs, moisture issues, and other updates.

The County will have to determine if it still wants to be responsible for providing office space for the Clemson Cooperative Extension space, as their current facility next to the Old Library is proposed to be torn down within four years.

Recommendation:
Approve Ordinance 2023-1861.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2023-1861	7/13/2023	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2023-1861

AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO SELL AND CONVEY COUNTY OWNED PROPERTY LOCATED AT 107 SOUTH FRENCH STREET, 208 WEST GAY STREET AND 210 WEST GAY STREET AND CONTAINING .55 ACRES, MORE OR LESS, BY DONATION, BEING SHOWN ON THE LANCASTER COUNTY TAX MAPS AS PARCEL NUMBER 0068P-0Q-009.00.

WHEREAS, the County Council of Lancaster County currently owns a .55 acre, more or less, parcel of land located at 107 South French Street, 208 West Gay Street and 210 West Gay Street which was improved with a jail, library and an office building for the benefit of Lancaster County and its citizens; and

WHEREAS, the Lancaster County Society for Historical Preservation approached Lancaster County with an interest in acquiring the property in order to restore and recast the Old Library as the Lancaster County Archives Center and the Historic Jail as a Visitor's Center; and

WHEREAS, Lancaster County Council has determined that the real property is surplus to the needs of Lancaster County; and

WHEREAS, Lancaster County Council has determined that the real property should be donated to the Lancaster County Society for Historical Preservation for the purposes of restoring and recasting both the Library and Jail facilities, but demolishing the Cooperative Extension building or using part of it as an annex for a new Archives Center, thus benefitting the County as a whole; and

WHEREAS, the restoration and recasting of the real property of the Old Library and Historic Jail will result in direct and indirect benefits to the County through revitalization of the aforesaid property, which is anticipated to drive further redevelopment efforts for surroundings properties, thereby creating jobs and increasing the tax base of Lancaster County; and

WHEREAS, Lancaster County Council has determined that the donation of the real property to the Lancaster County Society for Historical Preservation for the purpose of restoring and recasting these facilities shall include the requirement that the proposed Archives Center and Visitor's Center be made accessible, but not necessarily fully restored and recast, to the public within five (5) years of the date of the conveyance; and

WHEREAS, Lancaster County Council has determined that the donation of the real property to the Lancaster County Society for Historical Preservation for the purpose of restoring and recasting these facilities will allow for the demolition of the current Clemson Cooperative Extension Office Building within (4) years from the date of conveyance; and

WHEREAS, Lancaster County Council has determined that a condition of the property conveyance should be that if the Lancaster County Society for Historical Preservation ceases ownership of the real property at some time in the future or if the property is no longer used for a public purpose, ownership of the property shall revert to the County at no cost; and

WHEREAS, the County Council finds that donation of the property to the Lancaster County Society for Historical Preservation subject to the aforesaid outlined terms is an appropriate conveyance of this surplus real property and will be advantageous to the County and represents an important and necessary governmental function.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, as follows:

Section 1. Authorization.

The County is authorized to:

(A) negotiate in good faith with the Lancaster County Society for Historical Preservation in hopes of consummating the conveyance subject to terms as outlined in this Ordinance;

(B) The County Council of Lancaster County hereby authorizes and directs that the Chairman of the Lancaster County Council, make, execute and deliver the deed/donation conveying the premises described herein to the Lancaster County Society for Historical Preservation, to sign all required documents and do all things necessary to complete the sale of the said property.

Section 2. Severability.

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

Section 3. Conflicting Provisions.

Any ordinance, resolution, or other order of the Lancaster County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 4. Effective Date.

This Ordinance shall take effect only after the County Council has approved it after three readings and a public hearing has been duly and timely held.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Steve Harper, Chairman
Lancaster County Council

By:_____
Billy Mosteller, Secretary
Lancaster County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council
Lancaster County Council

First Reading:	July 17, 2023
Second Reading:	August 14, 2023
Public Hearing:	August 14, 2023
Third Reading:	August 28, 2023

Approved as to form:

_____
Virginia L. Merck-Dupont, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Whether to appoint David Koubek of Chief Buildings to the Catawba Regional Workforce Development Board. If appointed, he would be filling a three year term that would expire on 12/31/2026. He was recommended by the Economic Development Department.

Whether to appoint Mikki Stacks to the Historical Commission as an Advisor. If appointed, she would be filling her first four year term that would expire on 06/30/2027.

Whether to appoint Dennis Boyer to the Historical Commission as an Advisor. If appointed, he would be filling his first four year term that would expire on 06/30/2027.

Whether to appoint Robbie Lee Knight to the Historical Commission as an Advisor. If appointed, he would be replacing Ronald Patton, who has resigned. He would be filling his unexpired term that would end on 06/30/2027.

Points to Consider:
David Koubek's, Mikki Stacks', Dennis Boyer's and Robbie Lee Knight's applications are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Recommendation:
Approve the appointments.

ATTACHMENTS:

Description	Upload Date	Type
Application from David Koubek for the Catawba Regional Workforce Development Board	6/28/2023	Backup Material
Application from Mikki Stacks for the Historical Commission	7/6/2023	Backup Material
Application from Dennis Boyer for the Historical Commission	7/6/2023	Backup Material
Application from Robbie Lee Knight for the Historical Commission	7/11/2023	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name David Koubek *County Council District* _____

Mailing Address _____ *City/Zip* 29707

Street Address _____ *Registered Voter yes* X *no* ____

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: _____

Occupation President/GM *Place of employment* Chief Buildings

Address 992 Quality Drive, Lancaster, SC 29720 *Normal working hours* 8:00am to 5:00PM

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Catawba Regional Workforce *2nd choice* _____

3rd choice _____

Reason for interest

I am new to the area but I have a solid background in workforce development. I am anxious to learn more about this region and hopefully bring new ideas or challenge current programs to create a workforce that is an advantage to attracting new companies to the area.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I oversee three manufacturing operations in Nebraska, Indiana and recently South Carolina. We employ welders, machine operators, engineers, drafters, estimators, project managers, accountants, programmers and more. I have been involved in developing new programs to attract a wide variety of postions in multiple states. We were the first company in the metal building industry to develop a program to offer careers in drafting with no formal training. Many of these candidates were underemployed and have good careers today. I feel I have a strong background workforce development.

Do you presently serve any State, County or Municipal Boards? No *If yes, list* _____

Have you ever served on a county board? No *If yes, list* _____

Additional pertinent information

I have served on several boards in the past. I was the Board Chair for both the Chamber of Commerce and YMCA in Grand Island, NE. I was part of a group that initiated a Career Path Institute program with the high schools in Grand Island. I have a degree in Construction Management and a MBA.

Applicant's signature David J Koubek *Date* 6-27-2023

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Mikki Stacks *County Council District* 3

Mailing Address _____ *City/Zip* Lancaster

Street Address _____ *Registered Voter* yes no

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: _____

Occupation _____ *Place of employment* _____

Address _____ *Normal working hours* _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice historical Commission *2nd choice* _____

3rd choice _____

Reason for interest

Interested in historical Lancaster, serving the town

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Do you presently serve any State, County or Municipal Boards? no *If yes, list* _____

Have you ever served on a county board? _____ *If yes, list* _____

Additional pertinent information

Applicant's signature Mikki Stacks *Date* Jan 31, 2023

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721
Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name DENNIS BOYER **County Council District** _____

Mailing Address _____ **City/Zip** FT. MILL 29707

Street Address _____ **Registered Voter** (yes) ___ no ___

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: _____

Occupation _____ **Place of employment** _____

Address _____ **Normal working hours** _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice ADVISOR LANCASTER CO. HISTORICAL COMM **2nd choice** _____

3rd choice _____

Reason for interest ENJOY HISTORY OF AREA

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

Do you presently serve any State, County or Municipal Boards? NO **If yes, list** _____

Have you ever served on a county board? NO **If yes, list** _____

Additional pertinent information

Applicant's signature Dennis Boyer **Date** 5/27/2023

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

Twenty-five years ago I bought a long-forgotten, derelict cavern in the Ozarks. Through our family's efforts and contributions, this property has become a premier tourist attraction in Arkansas, entertaining and educating over 50,000 people annually, including over 5,000 school children.

Through our programs and tours, we continue to work to preserve and protect the rich history of the area, with stories of the people who used the cavern – native Americans, pioneers, civil war soldiers, outlaws and moonshiners.

I am the current President of the National Cave Association, representing large and small tourist operations throughout the United States. I am also President of the Scenic Highway 12 Association, representing businesses around the Beaver Lake area in Arkansas.

I believe it does no good to preserve historical buildings if you cannot make them available to the general public, so that we all can learn and benefit from the past.

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Robbie Lee Knight **County Council District** 3

Mailing Address _____ **City/Zip** 29720

Street Address _____ **Registered Voter** yes X no____

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: _____

Occupation Retired **Place of employment** N/A

Address _____ **Normal working hours** _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Historical Commission **2nd choice** Historical Commission Advisor

3rd choice _____

Reason for interest

I have doing historical and family research for nearly 25 years and find it fascinating,

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)

I have been doing historical research for 25 years, prior to my retirement I was also a criminal investigator. Over the past 9 years I have spent the majority of my time researching Lancaster County and our past citizens.
I feel that returning to the commission I could offer a great deal to the commission and the county.
Things I use toward my research: metal detecting, scuba diving, photography, antique restoration, interviews and photogrammetry.

Do you presently serve any State, County or Municipal Boards? no **If yes, list**_____

Have you ever served on a county board? yes **If yes, list** Historical Commission and Advisor

Additional pertinent information

I served and was affiliated with the Historical Commission for more than 8 years. I am familiar with all the related policies and procedures.

Applicant's signature eSigned via SeamlessDocs.com Robbie Lee Knight Key: 349d3b47d82d0e87ae284bd1e81dd5f1aa **Date** 8 June 2023

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2023-1846 - POSTPONED UNTIL THE 8/14/2023 COUNCIL MEETING
Contact Person / Sponsor: Chris Clouden / Parks & Recreation
Department: Administration
Date Requested to be on Agenda: 7/17/2023

Council Action Requested:
Adopt criteria by which County Council will consider in the naming or renaming of County property and facilities.

Points to Consider:
This item was presented at the March COW meeting and County Council asked at that meeting for more information to clarify that names can be canceled or changed at any time by Council vote. The attached draft Ordinance reflects that change and a few other tweaks.

Lancaster County has numerous assets of real property and facilities, particularly in the parks and recreation department, that can be utilized to honor local residents or even monetized to maximize revenue for the County.

The County recently added two new athletic / soccer complexes, plus renovated the Indian Land Recreation Center. In addition, the County is embarking on the construction of a new 84-acre regional park and new Detention Facility.

These new facilities, plus others planned, give the County Council an opportunity to determine names for these new facilities.

There are a myriad of ways the County Council can approach naming of County property and facilities, with this proposed ordinance identifying some criteria or parameters to consider.

This ordinance outlines a general naming policy, but would be used in tandem with an administrative policy related to sponsorships, for the instance when sponsorships can be parlayed into naming rights that would be presented to County Council.

Funding and Liability Factors:
Naming of public property or facilities can evoke a lot of emotions depending on the name and rationale utilized. Having a policy and transparent process can mitigate any concerns for how names are determined.

The only funding factor is having expenses to pay for signage and potential advertising. However, there could be significant revenue generated based on sponsorship opportunities with naming rights.

Recommendation:
Approve the ordinance.