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: "Vacant"
District 7: Brian Carnes, Vice-Chair

County Administrator
Dennis E. Marstall

County Attorney
Ginny L. Merck-Dupont

Clerk to Council
Sherrie Simpson

July 15, 2024 | **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 Terry Graham**
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@lancastercountysc.gov 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. *Please note that any handouts presented to Council or Council Boards and Commissions become an official part of the record and a copy is attached to the legal minutes for the meeting.]
6. **Special Presentations**

   a. Recognition of Landyn Filliben, a graduate of Indian Land High School, for Winning both the South Carolina Skills USA State and Skills USA National Competitions - Presented by Dennis Marstall, County Administrator, and Darren Player, Lancaster County Fire Rescue Services

   b. Update on American Rescue Plan Act (ARPA) Projects - Stephany Snowden
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 12, 2024, County Council Committee of the Whole Meeting

b. Approval of Minutes from the June 24, 2024, County Council Regular Meeting

c. 3rd Reading of Ordinance 2024-1913 regarding Rezoning Approximately 2.56 Acres of Property from Urban Residential (UR) District to Medium Density Residential (MDR) District (Applicant Carlos Sanchez)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 2.56 Acres (TM# 0006-00-072.04), Which Is Located At The Intersection Of Country Acres Dr And Reid Pointe Ave, From Urban Residential (UR) District To Medium Density Residential (MDR) District ***- Planning Department Case Number: RZ-2024-0584. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. Passed 6-0 at the June 10, 2024 County Council Meeting (Charlene McGriff Absent). Passed 6-0 at the June 24, 2024 County Council Meeting (Terry Graham Absent). - Allison Hardin***

d. 3rd Reading of Ordinance 2024-1914 regarding Rezoning Approximately 5.80 Acres of Property Located at 1743 Lynwood Drive from Medium Density Residential (MDR) District to General Business (GB) District (Applicant Courtney Lomax)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 5.819 Acres (TM# 0087G-0C-004.00), Which Is Located At 1743 Lynwood Dr, From Medium Density Residential (MDR) District To General Business (GB) District For The Purpose Of Opening A Day Care Center. ***- Planning Department Case Number: RZ-2024-0627. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. Passed 6-0 at the June 10, 2024 County Council Meeting (Charlene McGriff Absent). Passed 6-0 at the June 24, 2024 County Council Meeting (Terry Graham Absent). - Allison Hardin***

8. Non-Consent Agenda

a. Resolution 1266-R2024 regarding Approval of Settlement for Opioid Litigation

Resolution Title: A Resolution To Approve The Settlement With Defendant The Kroger Co. And The South Carolina Opioid Settlement Allocation Agreement As Amended. ***- Dennis Marstall / Ginny Merck-Dupont***

b. Resolution 1267-R2024 regarding Approval to Add Nutramax's Affiliate Company as a Sponsor to their Fee Agreement

Resolution Title: A Resolution To Approve The Designation Of Nutramax Laboratories Consumer Care, Inc. As An Additional Sponsor Affiliate Under That Certain Fee Agreement Dated As Of November 26, 2018, Subsequently Amended By A First Amendment Dated As Of January 24, 2022 And A Second Amendment Dated As Of June 13, 2022. ***- Michael Worley***

c. Resolution 1263-R2024 regarding an Inducement Resolution for Project Aurora

Resolution Title: A Resolution To State The Commitment Of Lancaster County To Enter Into A Special Source Revenue Credit Agreement With An Entity Identified By The County As Project Aurora, Including Any Related Or Affiliated Entities; To Provide The General Terms Of The Special Source Revenue Credit Agreement; And To State The Commitment Of Lancaster County To Place Property Owned Or Leased By Project Aurora In A Multi-County Industrial Or Business Park. ***- Amy Carnes***

d. 1st Reading of Ordinance 2024-1915 regarding Authorization of a Special Source Revenue Credit (SSRC) Agreement for Project Aurora

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Between Lancaster County And Project Aurora, An Entity Previously Identified By The County As Project Aurora, Including Any Related Or Affiliated Entities,

Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. ***- Amy Carnes***

e. Public Hearing and 3rd Reading of Ordinance 2024-1908 Authorization of a Second Amendment to Fee Agreement for Cooley Inc and FIP Master Funding VIII, LLC

Ordinance Title: To Authorize And Approve The Execution And Delivery Of A Second Amendment To Fee Agreement By And Among Lancaster County, South Carolina, And Cooley Inc, And FIP Master Funding VIII, LLC; And To Provide For Other Matters Related Thereto. ***- Passed 7-0 at the May 28, 2024 County Council Meeting. Passed 6-0 at the June 10, 2024 County Council Meeting (Charlene McGriff Absent). - Brian Fulk***

f. Public Hearing and 1st Reading of Ordinance 2024-1916 regarding Rezoning Property Owned by YDG Doby's Bridge Land LLC from General Business (GB) District to Regional Business (RB) District for Commercial Development Uses (Applicant Doug Baumgartner)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 2.35 Acres (TM# 0013-00-018.09, 0013-00-018.10, And 0013-00-018.12), Which Is Located At World Reach Dr, From General Business (GB) District To Regional Business (RB) District ***- Planning Department Case Number: RZ-2021-2791. The Planning Commission recommended denial by a vote of 2-2; however, the Planning staff recommended approval of the rezoning request. - Allison Hardin***

g. Public Hearing and 1st Reading of Ordinance 2024-1917 regarding Rezoning 26.94 Acres Located at 2491 Highway 9 Bypass from Neighborhood Business (NB) District to Medium Density Residential (MDR) District (Applicant Ben Stevens for BRD Land and Investments)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 26.94 Acres (TM# 0081-00-045.01), Which Is Located Adjacent To 2491 Hwy 9 Bypass, From Neighborhood Business (NB) District To Medium Density Residential (MDR) District ***- Planning Department Case Number: RZ-2024-0623. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. - Allison Hardin***

h. Public Hearing and 1st Reading of Ordinance 2024-1918 regarding Rezoning Property Located at 6989 Pageland Highway from Rural Business (RUB) District to Rural Residential (RR) District to Allow Conforming Expansion of Residential Use (Applicant Jeffrey C. Hinson)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 1.04 Acres (TM# 0056-00-012.00), Which Is Located At 6989 Pageland Hwy, From Rural Business (RUB) District To Rural Residential (RR) District ***- Planning Department Case Number: RZ-2024-0826. The Planning Commission recommended approval by unanimous vote and the Planning staff also recommended approval of the rezoning request. - Allison Hardin***

i. Public Hearing and 1st Reading of Ordinance 2024-1919 regarding Rezoning 291.48 Acres At and Adjacent to 1080 Williamson Farm Lane from Low Density Residential (LDR) District to Medium Density Residential (MDR) District to Develop a Single-Family Residential Subdivision (Applicant Mark Henninger for Lennar Carolinas LLC and Williamson Farm Lane LLC)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 291.48 Acres (TM# 0049-00-004.02), Which Is Located At 1080 Williamson Farm Rd And W Shiloh Unity Rd, From Low Density Residential (LDR) District To Medium Density Resdiential (MDR) District ***- Planning Department Case Number: RZ-2024-0878. 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 2024-1920 regarding Rezoning 6.8 Acres of Property Located at 2001 Charlotte Highway from General Business (GB) District to Institutional (INS) District to Convert the Existing Structures to Use as County Offices (Applicant Lancaster County)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 6.8 Acres Of A 10.3-Acre Tract (TM# 0062-00-005.01), Which Is Located At 2001 Charlotte Hwy, From General Business (GB) District To Institutional (INS) District ***- Planning Department Case Number: RZ-2024-1011. The Planning Commission recommended approval by***

unanimous vote and the Planning staff also recommended approval of the rezoning request. - Allison Hardin

k. Public Hearing and 3rd Reading of Ordinance 2024-1906 regarding a Proposed Transportation Sales Tax

Ordinance Title: An Ordinance To Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Lancaster County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Elections And Voter Registration Of Lancaster County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto. ***- Passed 4-2 at the June 10, 2024 County Council Meeting (Jose Luis and Billy Mosteller Opposed; Charlene McGriff Absent). Passed 4-2 at the June 24, 2024 County Council Meeting (Jose Luis and Billy Mosteller Opposed; Terry Graham Absent). - Dennis Marstall / Jeff Catoe***

9. Discussion and Action Items

a. Approval of Appointments to Various Boards or Commissions

- Tyson Blanton as one of the At-Large representatives to the Health and Wellness Commission to fill her first four year term that would end on 06/30/2027
- Chad Catledge as the Council appointee to the Fire Code Appeals Board to fill his first four year term that would end on 06/30/2027

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

a. HOLD - 1st Reading of Ordinance 2024-1898 regarding Amending the Lancaster County Code Relating to Parliamentary Procedures / Rules of Procedure for Meetings

Ordinance Title: An Ordinance To Amend The Lancaster County Code, Relating To Parliamentary Procedures/Rules Of Procedure For Council Meetings, Including Committee Meetings, And All Boards And Commissions For Which County Council Appoints A Majority Of Members. ***- By a Vote of 6-0, 1st Reading Postponed (Allen Blackmon Absent). - Dennis Marstall / Ginny Merck-Dupont***

11. Executive Session

[motions from Members may follow]

a. Two Items:

1. Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to the EMS Headquarters bay.

2. Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to possible funding for the Lancaster County Society for Historical Preservation, Inc.

12. Items Requiring a Vote Following Executive Session

13. Adjournment

The County Administration building elevator will not be in service due to maintenance for this meeting. 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: Darren Player / Fire Rescue
Department: Administration
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Council would like to recognize Indian Land High School graduate, Landyn Filliben, for winning the State and National Skills USA Competitions for firefighting programs.

Strategic Plan Focus Area Alignment:

Points to Consider:
Landyn Filliben, a graduate of Indian Land High School, attended the Lancaster County Fire Rescue High School Career Center program. During his time in the program, he was Class Captain for two years. In March, he attended the South Carolina Skills, USA, State Competition in Greenville, South Carolina. He competed against 13 other Firefighting programs in the State and he won that competition. After that win, he advanced to the National Skills USA Competition in Atlanta, Georgia, where he competed against students from 32 other States. The competition took place over three days, where competitors took a written test, a sit down interview, rope tying stations, and inside and outside skill circuits. Landyn was awarded the Gold medal and placed first in this National Competition. His instructor was Sam Plyler.

Funding and Liability Factors:
The County helps fund the Lancaster County Fire Rescue High School Career Center program.

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

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Stephany Snowden / Administration
Department: Administration
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Council will receive a comprehensive status update on the $19,000,000 in American Rescue Plan Act funds awarded to Lancaster County. The update includes specific progress reports on key projects, including the efforts toward identifying a suitable location for the new Coroner facility, the status of the Sheriff's Evidence Storage Building, and the Emergency Management Storage facility.

Review the projects update from American Rescue Plan Act (ARPA) funding. Council will be asked to make funding decisions at a subsequent meeting.

Strategic Plan Focus Area Alignment:

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

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

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

High Performance
Develop an organizational structure and systems to foster an intense focus on high-performance service delivery.

Points to Consider:
Lancaster County was allocated $19,037,681.64 through the American Rescue Plan Act as part of the COVID-19 Pandemic recovery. To date the County has expended or assigned $17,537,681 to over 34 projects, leaving $1.5 million to be assigned or re-allocated from the Barnett Building Renovation project. All ARPA funds must be encumbered (on purchase orders or contracts) by December 31, 2024, and expended by December 31, 2026.

Funding and Liability Factors:
Funding factors include ensuring that all funds are allocated/encumbered by December 31, 2024.

Recommendation:
Review the list of ARPA funded projects in preparation of providing input on the remaining projects to be funded in the August/September timeframe.

ATTACHMENTS:

Description	Upload Date	Type
ARPA Funds Expenditure Summary Through 6/30/2024	7/10/2024	Backup Material

ARPA Funds

Expenditure Summary

Through 6/30/2024

Project	Expenditure Group	Original Allocation	Amount Expended	Amount Encumbered	Project Over (-)/ Under +
Admin Building Security Upgrades - IT	Completed	63,900.00	81,105.91		(17,205.91)
Fiber Internet Capability - Airport	Completed	20,800.00	21,700.00		(900.00)
Vendor Software - Procurement	Completed	34,435.00	35,976.22		(1,541.22)
Camera System for 911 Communications - 911 Communications	Completed	50,295.00	50,318.44		(23.44)
GIS Server Replacement - IT & GIS	Completed	43,115.00	35,925.70		7,189.30
Badge controller for Admin - Administration	Completed	34,855.00	34,854.74		0.26
Camera Upgrade - Sheriff	Completed	178,000.00	189,180.31		(11,180.31)
Replacement Vehicles - Sheriff	Completed	676,000.00	663,756.19		12,243.81
Premium Pay 1 of 2 - Multiple Depts.	Completed	1,329,800.00	1,338,410.70		(8,610.70)
PAPR Masks - EMS & Coroner	Completed	377,927.64	377,926.56		1.08
Glass Barriers - Multiple Depts.	Completed	65,000.00	52,431.77		12,568.23
Temporary Housing Shelter - LACH	Completed	334,213.00	334,213.00		-
HVAC Unit Replacement - Multiple Depts.	Completed	1,310,000.00	1,444,546.10		(134,546.10)
Decontamination Shower - Sheriff	Completed	93,000.00	22,890.00		70,110.00
Wall construction - Sheriff	Completed	14,000.00	14,000.00		-
AV Upgrades to Council Chambers - IT & Administration	Completed	69,260.00	74,564.51		(5,304.51)
Remote Workstations - IT	Completed	43,000.00	52,571.28		(9,571.28)
Enhanced Bandwidth & Remote operations - IT & Sheriff	Completed	657,375.00	522,529.92		134,845.08
Wastewater Project - Hannah's Creek - LCWSD	Completed	500,000.00	486,083.29		13,916.71
Premium Pay 2 of 2 - Pleasant Valley Fire	Completed	48,000.00	48,000.00		-
Public Defender Office Addition - Clerk of Court	Completed	500,000.00	295,515.37		204,484.63
EMS Mass Transport Smaller Bus - EMS	Completed	975,000.00	922,735.64		52,264.36
Council of Aging	Completed	18,000.00	18,000.00		-
Recreation Parking Lot Reclamation - Recreation		1,100,000.00	123,741.33	64,600.00	911,658.67
Storage Warehouse - Emergency Management		705,797.00			705,797.00
Evidence Building - Sheriff		1,440,000.00	96,739.05	5,951.75	1,337,309.20
Land Purchase and Facility Acquisition - Fleet & Registration & Elections		2,000,000.00	6,625.00		1,993,375.00
Two Truck Replacement - Fire		460,000.00		640,787.50	(180,787.50)
Contingencies		-			-
County-Wide Network Overhaul - IT		1,895,680.00	2,396,724.46	82,852.87	(583,897.33)
Digital Records Indexing - RoD & Assessor		125,000.00		91,813.70	33,186.30
Building Expansion - Coroner		1,770,000.00	142,139.75	34,925.25	1,592,935.00
EMS HQ Bay Construction - EMS		455,229.00	95,760.95	405,567.26	(46,099.21)
Personal Protective Equipment (PPE)/Supplies - Risk Management		50,000.00			50,000.00
Nonprofit/Community Programs - External		100,000.00		100,000.00	-
Barnett Building Upfits - Pending		1,500,000.00			1,500,000.00
		19,037,681.64	9,978,966.19	1,426,498.33	7,632,217.12

Projects Completed	9,631,832.00
Projects Pending & In-Progress	9,405,849.64
Total ARPA Funds Awarded	19,037,681.64

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Lauren Hill / Deputy Clerk to Council / Administration
Department: County Clerk
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve or amend the minutes from the June 12, 2024, County Council Committee of the Whole meeting.

Strategic Plan Focus Area Alignment:

Points to Consider:
The draft minutes from the June 12, 2024, County Council 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 6-12-2024 Committee of the Whole Meeting	7/9/2024	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 12, 2024 | **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 (arrived at approximately 4:21 p.m., after the Approval of the Agenda, during Discussion and Action Item **6b.**), Brian Carnes, Steve Harper, Billy Mosteller, Terry Graham (who entered the meeting late), and Jose Luis.

Council Members Absent: Charlene McGriff.

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Stephany Snowden, Deputy County Administrator; Allison Hardin, Development Services Director; Sabrena Harris, Chief Financial Officer; Brenda Thompson, Marketing and Communications Director; Karla Deese, Coroner; Chris Clouden, Parks and Recreation Director; Shannon Catoe, Zoning 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 within the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Terry Graham

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 Billy Mosteller. The motion Passed by a vote of 5-0; Absent: Blackmon, McGriff.

Citizens Comments

The following citizens signed up for and spoke during Citizen Comments: None.

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

Discussion and Action Items

Regional Park Update - Stephany Snowden

Stephany Snowden provided Council with a Regional Park update and timeline for the project via the County's PowerPoint presentation. Ms. Snowden explained that once the site plan and permitting phase was completed, Council could expect to see projections for operating costs, park usage and revenue.

Update on American Rescue Plan Act (ARPA) Projects - Stephany Snowden

Stephany Snowden reviewed the completed and pending American Rescue Plan Act (ARPA) Projects via the County's PowerPoint presentation. Council and Staff discussed the Lancaster Area Coalition for the Homeless (LACH) Temporary Housing Shelter project, and the funds that had been allocated for different parts of the project.

DRAFT

Discussion of Nuisance Abatement Process - Allison Hardin

Allison Hardin provided Council with an update on the Nuisance Abatement process and timelines via the County's PowerPoint presentation. Billy Mosteller highlighted the progress that had been made in the Zoning Department over the last few years and expressed his appreciation for their hard work. Jose Luis questioned who was responsible for paying the abatement costs, and how the County's cost share amount was determined.

Review of the Administrative Section on the Re-write of the Unified Development Ordinance (UDO) - Allison Hardin

Allison Hardin reviewed the Administrative Section of the re-write of the County's Unified Development Ordinance (UDO) via a handout that was provided to Council. A copy of the handout is attached as Schedule A to the written minutes in the Clerk to Council's office. Ms. Hardin explained that the proposed changes or additions made by staff were red and underlined, the information proposed to be removed were red and struck through, the information proposed to be relocated within the document were green and struck through, and the relocated information was green and underlined. Council requested that time be allotted to review the entire UDO document over a course of several months.

Strategic Plan Quarterly Update - Stephany Snowden

Stephany Snowden provided Council with a quarterly Strategic Plan update via the County's PowerPoint presentation. Ms. Snowden highlighted the Strategic Focus objectives for Public Safety, Infrastructure, Quality Development, and Resource Optimization, and explained where County departments were within the timeline of

achieving the objectives.

Adjournment

Brian Carnes moved to adjourn the Committee of the Whole Meeting. Seconded by Terry Graham. The motion to adjourn Passed by a vote of 6-0; Absent: McGriff.

There being no further business to discuss, the Committee of the Whole meeting adjourned at approximately 5:06 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Lauren Hill / Deputy Clerk to Council / Administration
Department: County Clerk
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve or amend the minutes from the June 24, 2024, County Council regular meeting.

Strategic Plan Focus Area Alignment:

Points to Consider:
The draft minutes from the June 24, 2024, 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 6-24-2024 County Council Regular Meeting	7/9/2024	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 24, 2024 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

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

Council Members Absent: Terry Graham.

Staff Members/Others present: Dennis Marstall, County Administrator; Ginny Merck-Dupont, County Attorney; Sherrie Simpson, Clerk to Council; Lauren Hill, Deputy Clerk to Council/Administrative Assistant; Stephany Snowden, Deputy County Administrator; Allison Hardin, Development Services Director; Sabrena Harris, Chief Financial Officer; Jamie Privuznak, Budget Director; Monique Beasley, Accounting Supervisor; Brenda Thompson, Communications and Marketing Director; Gary Baker, Communications Manager; Sheriff Faile; Clay Catoe, Emergency Medical Services Director; Robert Purser, Public Safety Communications Director; Jeff Catoe, Public Services Director; Jason McCray, Deputy Director for Parks and Recreation; Brian Fulk, Economic Development Director; Michael Worley, Economic Development Business Retention and Expansion Manager; 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 within the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting. Mr. Harper highlighted that this meeting was Councilman Allen Blackmon's last night serving on Council. All Councilmembers took a moment to say a few words to Mr. Blackmon and thanked him for his service on Council and for his service to the residents of Lancaster County.

Pledge of Allegiance and Invocation - Council Member Allen Blackmon

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

Approval of the Agenda

Brian Carnes moved to approve the agenda. Seconded by Charlene McGriff. A roll call vote was taken. The motion Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

Citizens Comments

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

1. Ann Dyckman, Indian Land, SC spoke regarding employee raises, taxes and growth in the Indian Land area of the County.

The following citizen submitted electronic, written comments for Citizen Comments: None.

Special Presentations

Steve Harper presented a Proclamation that recognized the month of July as Parks and Recreation Month in Lancaster County. The Proclamation was received by Jason McCray, Deputy Director of the Parks and Recreation Department.

Steve Harper recognized the 2024 Board Member of the Year nominees and congratulated Chief Greg Nicholson with the Fire Commission as the winner of the Ted Arant Board Member of the Year Award. A short video from the Award Ceremony was played.

Chairman of the Accommodations Tax (ATAX) Committee, Haskell Faulkenberry, presented the Committee's recommendations of grant recipients. Mr. Faulkenberry explained that the County received over $240,000 in funding requests, but only had $80,197 in funds to disburse. Mr. Faulkenberry reviewed the Committee's recommendations: $26,000 for the Carolinas Chili Championship, $22,500 for the Lancaster County SC 250 Committee, $10,000 for the Lancaster County Council of the Arts, $10,000 for the Lindsay Pettus Greenway, and $10,000 for the Lancaster County Community Center. Mr. Faulkenberry stated that there was $1,697 left over, and the Committee recommended that the left-over funds be rolled over into the next fiscal year grant cycle.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Item **7a.** and **7b.** [which are the same as Item **a.** and **b.** listed below]. Seconded by Allen Blackmon. A roll call vote was taken. The motion to approve the Consent Agenda Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

a. **Approval of Minutes from the June 5, 2024, County Council Special Meeting**

b. **Approval of Minutes from the June 10, 2024, County Council Regular Meeting**

Non-Consent Agenda

Resolution 1264-R2024 regarding Endorsement of the Recommendations from State Accommodations

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Tax Advisory Committee

Resolution Title: A Resolution To Endorse The Recommendation Of The Lancaster County State Accommodations Tax Advisory Committee For The Distribution Of Funds From The State Accommodations Tax In Fiscal Year 2023-2024.

Charlene McGriff moved to approve Resolution 1264-R2024. Seconded by Brian Carnes.

Billy Mosteller expressed his disappointment that the Lancaster County Society for Historical Preservation did not receive a funding recommendation from the Accommodations Tax (ATAX) Committee. Charlene McGriff stated that the County needed to show appreciation for the Society of Historical Preservation and the tourism that they had historically promoted in Lancaster County. Haskell Faulkenberry explained why the Committee did not recommend funding. Steve Harper requested that the County find another source to fund the Society of Historical Preservation's request.

Allen Blackmon made a motion to take $1,000 from each grant recipient, plus the $1,697 that was set to be rolled over into the next fiscal year grant cycle, totaling $6,697, towards the Society of Historical Preservation's archive project. Seconded by Charlene McGriff. A roll call vote was taken. The amendment Failed by a vote of 3-3; Ayes: Blackmon, Mosteller, McGriff; Nayes: Carnes, Harper, Luis; Absent: Graham.

Brian Carnes made a motion to have County staff find another funding source for the Society of Historical Preservation. Seconded by Charlene McGriff. A roll call vote was taken. The motion Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

Ginny Merck-Dupont clarified that the amendment to look for additional funding for the Society of Historical Preservation was an amendment outside of Resolution 1264-R2024. To alleviate confusion, Allen Blackmon made a motion to reconsider both amendments that had been previously made. Seconded by Charlene McGriff. A roll call vote was taken. The motion to reconsider Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

A roll call vote was taken for Resolution 1264-R2024, as presented. Resolution 1264-R2024 Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

Brian Carnes made a motion to have County staff find another funding source for the Society of Historical Preservation. Seconded by Charlene McGriff. A roll call vote was taken. The motion Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

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2nd Reading of Ordinance 2024-1913 regarding Rezoning Approximately 2.56 Acres of Property from Urban Residential (UR) District to Medium Density Residential (MDR) District (Applicant Carlos Sanchez)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 2.56 Acres (TM# 0006-00-072.04), Which Is Located At The Intersection Of Country Acres Dr And Reid Pointe Ave, From Urban Residential (UR) District To Medium Density Residential (MDR) District - ***Planning Department Case Number: RZ-2024-0584.***

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2024-1913. Seconded by Allen Blackmon.

Allison Hardin noted that there had been no changes since the 1st Reading of the Ordinance.

There was no discussion from Council. A roll call vote was taken. The 2nd Reading of Ordinance 2024-1913 Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

2nd Reading of Ordinance 2024-1914 regarding Rezoning Approximately 5.80 Acres of Property Located at 1743 Lynwood Drive from Medium Density Residential (MDR) District to General Business (GB) District (Applicant Courtney Lomax)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone Approximately 5.819 Acres (TM# 0087G-0C-004.00), Which Is Located At 1743 Lynwood Dr, From Medium Density Residential (MDR) District To General Business (GB) District For The Purpose Of Opening A Day Care Center. - ***Planning Department Case Number: RZ-2024-0627.***

Brian Carnes moved to approve the 2nd Reading of Ordinance 2024-1914. Seconded by Charlene McGriff.

Allison Hardin noted that there had been no changes since the 1st Reading of the Ordinance.

There was no discussion from Council. A roll call vote was taken. The 2nd Reading of Ordinance 2024-1914 Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

Public Hearing and 3rd Reading of Ordinance 2024-1910 regarding Approval of the Fiscal Year 2024-2025 Budget

Ordinance Title: An Ordinance To Appropriate Funds And Approve A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2024 And Ending June 30, 2025 (FY 2024-25); To Set Millage Rates For The Levy Of Ad-Valorem Taxes; To Approve A Schedule Of Taxes, Fees And Charges For FY 2024-25; And To Provide For Matters Related Thereto.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2024-1910. Seconded by Billy Mosteller.

Jamie Privuznak noted that each Councilmember received a budget notebook. A copy of the notebook is attached as Schedule A to the written minutes in the Clerk to Council's office. Ms. Privuznak reviewed the proposed budget and the changes that were made during the 2nd Reading of this Ordinance via the County's PowerPoint presentation. Council and Staff discussed the Sheriff Department's replacement vehicles request in the Capital Improvement Fund. Council and Staff followed up on the discussion from the 2nd Reading of this Ordinance regarding the Planning and Building Department budget requests. Dennis Marstall highlighted that even though there were vacancies in the Planning and Building Departments, the proposed wages and salary line items reflected a 3.5% increase.

Steve Harper opened the Public Hearing for Ordinance 2024-1910 at approximately 7:06 p.m. He noted that no one signed up to speak at the Public Hearing for the Ordinance. There were approximately 44 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 7:06 p.m.

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Council and Staff continued their discussion regarding the Planning and Zoning Department staff vacancies and budgeted positions and referenced the line-item breakdown that was distributed to Council via a Council Communication. A copy of the section of the Communication referenced is attached as Schedule B to the written minutes in the Clerk to Council's office. Allison Hardin explained that the Planning and Zoning departments had expended less money than what was budgeted in FY24 because the departments had several vacancies.

Allen Blackmon compared Firefighter salaries for the City of Lancaster and the County, and questioned if the County's salaries for first responders were competitive when compared to surrounding Counties and municipalities. Allen Blackmon questioned if it was appropriate to set aside money in the special projects budget to potentially use towards first responder salary increases in the future, and Charlene McGriff expressed interest in the idea.

Billy Mosteller expressed his disappointment after reading a letter from a Lancaster County Emergency Medical Services (EMS) employee that highlighted the salaries for EMTs. A copy of the letter is attached as Schedule C to the written minutes in the Clerk to Council's office. Clay Catoe explained that EMT salaries start at $13.20 per hour, and then they work 848 hours of overtime each year, which totaled an annual salary of approximately $43,000.

Allen Blackmon made a motion to add $207,214 to the Council Special Projects budget with the intent to allocate

the money for compensation for the fire service and/or EMS employees, which would increase the County Operating millage from 88.2 mils to 88.6 mils. Seconded by Charlene McGriff. Mr. Blackmon stated, for the record, that the County Operating millage was still at a lesser millage than FY24. A roll call vote was taken. The amendment Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

Council had nothing further to discuss for this Ordinance. A roll call vote was taken. The 3rd Reading of Ordinance 2024-1910 Passed, as amended, by a vote of 5-1; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff; Nayes: Luis; Absent: Graham.

3rd Reading of Ordinance 2024-1909 regarding Approval of the Amendment to the Capital Improvement Plan (CIP)

Ordinance Title: An Ordinance To Adopt The Revised Lancaster County Capital Improvement Plan Fiscal Year 2021-2022 Through 2030-2031 As Recommended By The Lancaster County Planning Commission.

Charlene McGriff moved to approve the 3rd Reading of Ordinance 2024-1909. Seconded by Brian Carnes.

Jamie Privuznak reviewed the Capital Improvement Plan (CIP) via the County's PowerPoint presentation. Ms. Privuznak noted that if Ordinance 2024-1909 was adopted, Council would not be authorizing funding at the time of adoption, as it was solely a financial planning tool.

There was no discussion from Council. A roll call vote was taken. The 3rd Reading of Ordinance 2024-1909 Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

2nd Reading of Ordinance 2024-1906 regarding a Proposed Transportation Sales Tax

Ordinance Title: An Ordinance To Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Lancaster County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Elections And Voter Registration Of Lancaster County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto.

Charlene McGriff moved to approve the 2nd Reading of Ordinance 2024-1906. Seconded by Allen Blackmon.

Jeff Catoe reviewed the Transportation Sales Tax proposal via the County's PowerPoint presentation. Dennis Marstall highlighted that since the 1st Reading of this Ordinance, the widening of Highway 521 verbiage had been added to the ballot question. Mr. Marstall noted that Staff's recommendation for the general obligation bond amount for Lancaster County would be an amount not to exceed $250 million. Mr. Marstall explained that both ballot questions would need to pass in order for the Transportation Tax to pass. Billy Mosteller stated that the proposed Transporation Tax vote should be held off until next year so that Council and staff would have additional time to identify the project needs in the County. Mr. Mosteller also expressed his concern with the Transportation Tax question going on the ballot at the same time as the Lancaster County School District bond referendum.

Charlene McGriff made a motion to include the language for an amount not to exceed $250 million in the second question on the ballot. Seconded by Brian Carnes. A roll call vote was taken. The amendment Passed by a vote of 4-2; Ayes: Blackmon, Carnes, Harper, McGriff; Nayes: Mosteller, Luis; Absent: Graham.

A roll call vote was taken. The 2nd Reading of Ordinance 2024-1906 Passed, as amended, by a vote of 4-2; Ayes: Blackmon, Carnes, Harper, McGriff; Nayes: Mosteller, Luis; Absent: Graham.

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Discussion and Action Items

Approval of Appointments and Reappointments to Various Boards or Commissions

- Jamie K. Gainer as the Bell Town Fire Department representative to the Fire Commission to fill a four year term that would expire on 06/30/2028 (1st Term)
- Toby F. Roberts as the Camp Creek Fire Department representative to the Fire Commission to fill a four year term that would expire on 06/30/2028 (1st Term)
- Billy R. Robinson as the Elgin Fire Department representative to the Fire Commission to fill a four year term that would expire on 06/30/2028 (1st Term)
- Clint R. Sowell as the McDonald Green Fire Department representative to the Fire Commission to fill a four year term that would expire on 06/30/2028 (1st Term)
- Michelle "Shelly" Richards as the District 5 representative to the Planning Commission to fill an unexpired term that would end on 06/30/2025
- Alan Patterson as the District 7 representative to the Planning Commission to fill an unexpired term that would end on 06/30/2025
- John Paul Cavalier as the District 1 representative to the Planning Commission to fill an unexpired term that would end on 06/30/2025

Steve Harper noted that there was a scrivener's error in the name of the appointee for District 1 of the Planning Commission. The correct name was Jason Paul Cavalier. Mr. Harper also noted that the appointment for Alan Patterson would be left out of the first appointment vote and voted on separately.

Allen Blackmon made a motion to approve the appointments and reappointments to various boards and commissions, excluding Alan Patterson. Seconded by Charlene McGriff. A roll call vote was taken. The motion to approve the appointments and reappointments Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

Brian Carnes made a motion to approve the appointment of Alan Patterson to the Planning Commission, with an address change on his application to 206 Niven Road, Lancaster, South Carolina 29720. Seconded by Allen Blackmon. There was no discussion from Council. A roll call vote was taken. The appointment of Alan Patterson to the Planning Commission Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham.

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Status of items tabled, recommitted, deferred or held

a. HOLD - Public Hearing and 3rd Reading of Ordinance 2024-1908 Authorization of a Second Amendment to Fee Agreement for Project Tree and Project Tree Sponsor Affiliate

Ordinance Title: To Authorize And Approve The Execution And Delivery Of A Second Amendment To Fee Agreement By And Among Lancaster County, South Carolina, Project Tree And Project Tree Sponsor Affiliate; And To Provide For Other Matters Related Thereto. ***- Passed 7-0 at the May 28, 2024 County Council Meeting. Passed 6-0 at the June 10, 2024 County Council Meeting (Charlene McGriff Absent). - Amy Carnes***

b. HOLD - 1st Reading of Ordinance 2024-1898 regarding Amending the Lancaster County Code Relating to Parliamentary Procedures / Rules of Procedure for Meetings

Ordinance Title: An Ordinance To Amend The Lancaster County Code, Relating To Parliamentary Procedures/Rules Of Procedure For Council Meetings, Including Committee Meetings, And All Boards And Commissions For Which County Council Appoints A Majority Of Members. ***- By a Vote of 6-0, 1st Reading Postponed (Allen Blackmon Absent). - Dennis Marstall / Ginny Merck-Dupont***

There was no discussion regarding the status of any tabled, recommitted, deferred or held items.

Executive Session

One Item:

1. Receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to an Economic Development project: Nutramax Laboratories.

Steve Harper stated that he needed a motion to go into Executive Session for the receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to an Economic Development project, Nutramax Laboratories, and to invite Economic Development staff into Executive Session. Allen Blackmon stated that he so moved. Seconded by Brian Carnes. A roll call vote was taken. The motion to go into Executive Session Passed by a vote of 6-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff, Luis; Absent: Graham. At approximately 8:15 p.m., Council went into Executive Session.

Jose Luis left the meeting at approximately 8:15 p.m., before Council went into Executive Session.

Items Requiring a Vote Following Executive Session

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 8:29 p.m. Allen Blackmon moved to come out of Executive Session. Seconded by Charlene McGriff. A roll call vote was taken. The motion to come out of Executive Session Passed by a vote of 5-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff; Absent: Graham, Luis.

Upon returning to open session, Ginny Merck-Dupont stated that Council met in Executive Session for the receipt of legal advice subject to the attorney-client privilege regarding a potential contractual matter relating to an Economic Development project. She stated that during Executive Session, no motions were made, and no votes were taken.

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Adjournment

Allen Blackmon moved to adjourn the Council meeting. Seconded by Brian Carnes. A Roll call vote was taken. The motion to adjourn Passed by a vote of 5-0; Ayes: Blackmon, Carnes, Harper, Mosteller, McGriff; Absent: Graham, Luis.

There being no further business to discuss, the regular meeting of Council adjourned at approximately 8:30 p.m.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1913 / Planning Case Number: RZ-2024-0584
Contact Person / Sponsor: M. Blaszyk / Planning Department
Department: Planning
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Application by Carlos Sanchez to rezone 2.56 acres located at the intersection of Reid Point and Country Acres Road (TM# 0006-00-072.04) from Urban Residential (UR) to Medium Density Residential (MDR), in order to develop for single-family residential use.

Strategic Plan Focus Area Alignment:

Points to Consider:
The applicant has requested to rezone a 2.56-acre property at the intersection of Reid Point and Country Acres Road, Indian Land. The intent is to develop the property as residential.

The main discussion point for the proposal was how the density between the Urban Residential Zoning District and Medium Density Residential Zoning District differs. The maximum density for Urban Residential is 4 dwelling units per acre. The maximum dwelling units per acre in Medium Density Residential is 2.5 dwelling units per acre.

Staff was able to explain to the Planning Commission that the minimum developable size for an Urban Residential parcel is 25 acres, making it unbuildable with its 2.56 acre size.

Funding and Liability Factors:

Recommendation:
At the Planning Commissions May Regular Meeting, the proposal received a unanimous recommendation for approval. Staff also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1913	6/5/2024	Ordinance
Staff Report	5/13/2024	Exhibit
Application	4/23/2024	Exhibit
Location Map	4/23/2024	Exhibit
Recorded Plat	4/23/2024	Exhibit
Recorded Deed	4/23/2024	Exhibit
Reid Point Master Plan	4/23/2024	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1913**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 2.56 ACRES (TM# 0006-00-072.04), WHICH IS LOCATED AT THE INTERSECTION OF COUNTRY ACRES DR AND REID POINTE AVE, FROM URBAN RESIDENTIAL (UR) DISTRICT TO MEDIUM DENSITY RESIDENTIAL (MDR) DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Carlos Sanchez applied to rezone a 2.56-acre parcel of real property (TM# 0006-00-072.04) owned by Carlos Sanchez, being located along country Acres Dr at the intersection of Reid Pointe Ave, from Urban Residential (UR) District to Medium Density Residential (MDR) District to use the property for residential uses. The site is currently undeveloped.

(b) On May 21, 2024, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-0 vote, recommended approval of the rezoning request as presented.

(c) The Future Land Use Category of the subject property is "Growth Area". The newly adopted Comprehensive Plan states that *Growth Areas are intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares."* The requested MDR district is consistent with the Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Urban Residential (UR) District to Medium Density Residential (MDR) District), for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map No. (TM# 0006-00-072.04), located along country Acres Dr at the intersection of Reid Pointe Ave, Lancaster.

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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 10, 2024
Public Hearing: June 10, 2024
Second Reading: June 24, 2024
Third Reading: July 15, 2024

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL: Request to rezone 2.56 acres

PROPERTY LOCATION: Intersection of Reid Point and Country Acres Road
(TM# 0006-00-072.04)

CURRENT ZONING DISTRICT: Urban Residential (UR) District

PROPOSED ZONING DISTRICT: Medium Density Residential (MDR) District

APPLICANT: Carlos Sanchez

COUNCIL DISTRICT: District 4, Jose Luis

STATUTORY NOTICES: Sign posted 05/03/2024
Hearing notice published 05/04/2024 in The Lancaster News
Mailed notices 04/24/2024
Posted agenda in lobby and online: 05/14/2024

OVERVIEW:

Proposal

The applicant has requested to rezone a 2.56-acre property at the intersection of Reid Point and Country Acres Road, Indian Land. The intent is to develop the property as residential.

Site Information/ Parcel History

The 2.56-acre parcel is currently vacant. It was formerly part of the Reid Point Development to the east, designated as future commercial property. It was found that there were no regulations set in place for this parcel to remain as open space. This parcel was purchased by Carlos Sanchez in November of 2023.

Summary of Adjacent Zoning and Uses

The property is surrounded by a mix of residential and commercial zoning and uses.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	GB	Small Businesses (Ft. Mill Hwy)
South	Lancaster County	MDR; UR	Residential; Reid Pointe
East	Lancaster County	UR	Reid Pointe Development
West	Lancaster County	MDR	Residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the UR District. Pursuant to UDO Chapter 2.3, the UR District is *"…established to accommodate a variety of housing types in a neighborhood setting with a density of 4 dwellings units per acre. The regulations of this district are intended to provide areas of the community for those persons desiring urban-sized in relatively high density neighborhoods within walking or biking distance from mixed-use centers."*

Requested MDR

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

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by MDR, GB and UR districts. The surrounding uses are primarily residential and commercial in nature.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is "Growth Area". The newly adopted Comprehensive Plan states that Growth Areas are intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares." The requested MDR district is consistent with the Comprehensive Plan.

INFRASTRUCTURE CONSIDERATIONS

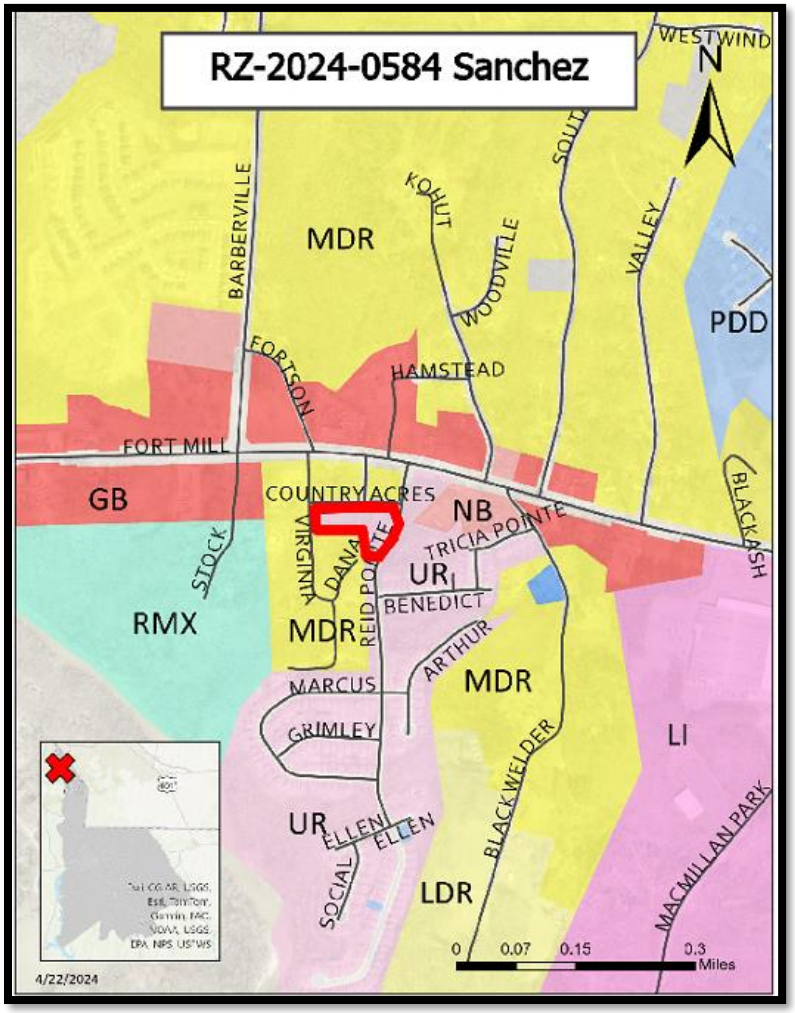
Public Utilities

The parcel has access to water on site provided by the Lancaster County Water and Sewer District, sewer lines are located nearby.

Access

The parcel currently has access to Country Acres Drive, a County road, and to Reid Pointe Avenue which is a private road.

PHOTOS OF PROJECT AREA:



Aerial view of subject property outlined in red



facing – subject parcel off Reid Point Ave



facing – subject parcel off Country Acres Drive



facing – subject parcel off Reid Point Ave

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 2.56 acres the intersection of Reid Point and Country Acres Road (TM# 0006-00-072.04) from Urban Residential (UR) District to Medium Density Residential (MDR) District, pursuant to the following conditions:

1. That the subject project consists of the following parcel: TM# 0006-00-072.04;
2. That the subject property is currently zoned UR District and proposed to be rezoned MDR District;
3. The nearby uses are residential and commercial in nature;
4. That the subject property has a Future Land Use designation of Growth Area; and
5. That the proposed MDR District is Compatible with the Comprehensive Plan;

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Recorded Plat
4. Deed
5. Reid Pointe Master Plan

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 Country Acres

City Fort Mill State SC Zip 29707 Tax Parcel ID 0006 00 072 04

Current Zoning "UR" Current Use N/A

Proposed Zoning MDR Total Acres 2.56 acres.

Project Description Divid the 256 acres into 4 lots (10,000 square feet) to build houses or single home. Need to rezone - was zoned UR as part of neighboring project

Surrounding Property Description Reid Point, Sanchez Rd. and houses in front of property located on Country Acres Dr.

CONTACT INFORMATION

Applicant Name Carlos Sanchez Flores Mariela Sanchez

Address 2900 Eppington South Drive 803-762-6833

City Fort Mill State SC Zip 29708 Phone 803-554-1902

Fax _____ Email Carlossanchez202323@yahoo.com

Property Owner Name Carlos Sanchez, Carlos Julian Sanchez

Address 2900 Eppington South Drive

City Fort Mill State SC Zip 29708 Phone 803-554-1902

Fax _____ Email Carlossanchez202323@yahoo.com

Tax Map: 0006 00 072 04

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 _____

Property Owner(s) Carla Sanders 01/17/2024 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.
- After preliminary review, staff will determine when the case can be scheduled for a hearing with Planning Commission.
- 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.

Experiencing Lancaster County, SC through GIS Technology

Parcel Summary

Parcel ID	0006-00-072.04
Account #	102939
Millage Group	01 - County - County
Land Size	2.556 ACRES
Location Address	FORT MILL HWY Indian Land 29707
Zoning	
Neighborhood	3
Property Use Code	Land Only (NLN)
Plat Book	2023
Plat Page	313
Block#	
Lot#	1

Scanned Property Card

Property Card

Note: Property Cards are current as of 4/1/2020 and are no longer updated

Owner Information

SANCHEZ CARLOS FLORES
PO BOX 823
FORT MILL SC 29716

SANCHEZ CARLOS JULIAN
PO BOX 823
FORT MILL SC 29716

Land Information

Land Use	Number of Units	Unit Type	Land Type	Frontage	Depth	AgUse Value
LandOnly (NLN)	2.56	ACRES	SITE	0	0	

Sales Information

Sale Date	Sale Price	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
11/21/2023	$45,000	DEED	1730	338	Qualified	Improved	YW PROPERTIES LLC	SANCHEZ CARLOS FLORES
2/9/2023	$529,455	DEED	1634	192	Qualified	Improved	SOUTHEASTERN LAND INVESTMENTS LLC	YW PROPERTIES LLC
4/4/2005	$987,120	DEED	277	174	Qualified	Improved	CAROLINA DRVELOPMENT OF CCHARLOT	SOUTHEASTERN LAND INVESTMENTS LLC

No data available for the following modules: Commercial Building Information, Building Information, Mobile Home Information, Accessory Information, Assessed Values, Photos, Sketches.

The data contained on this site is intended for information purposes only. It is based on the best information available at the time of posting and is not warranted. The data may not reflect the most current records.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 3/12/2024, 10:29:18 AM

Contact Us

Developed by Schneider GEOSPATIAL

Lancaster County
South Carolina

Experiencing Lancaster County, SC through GIS Technology



Overview



Legend

- Parcels
- Roads

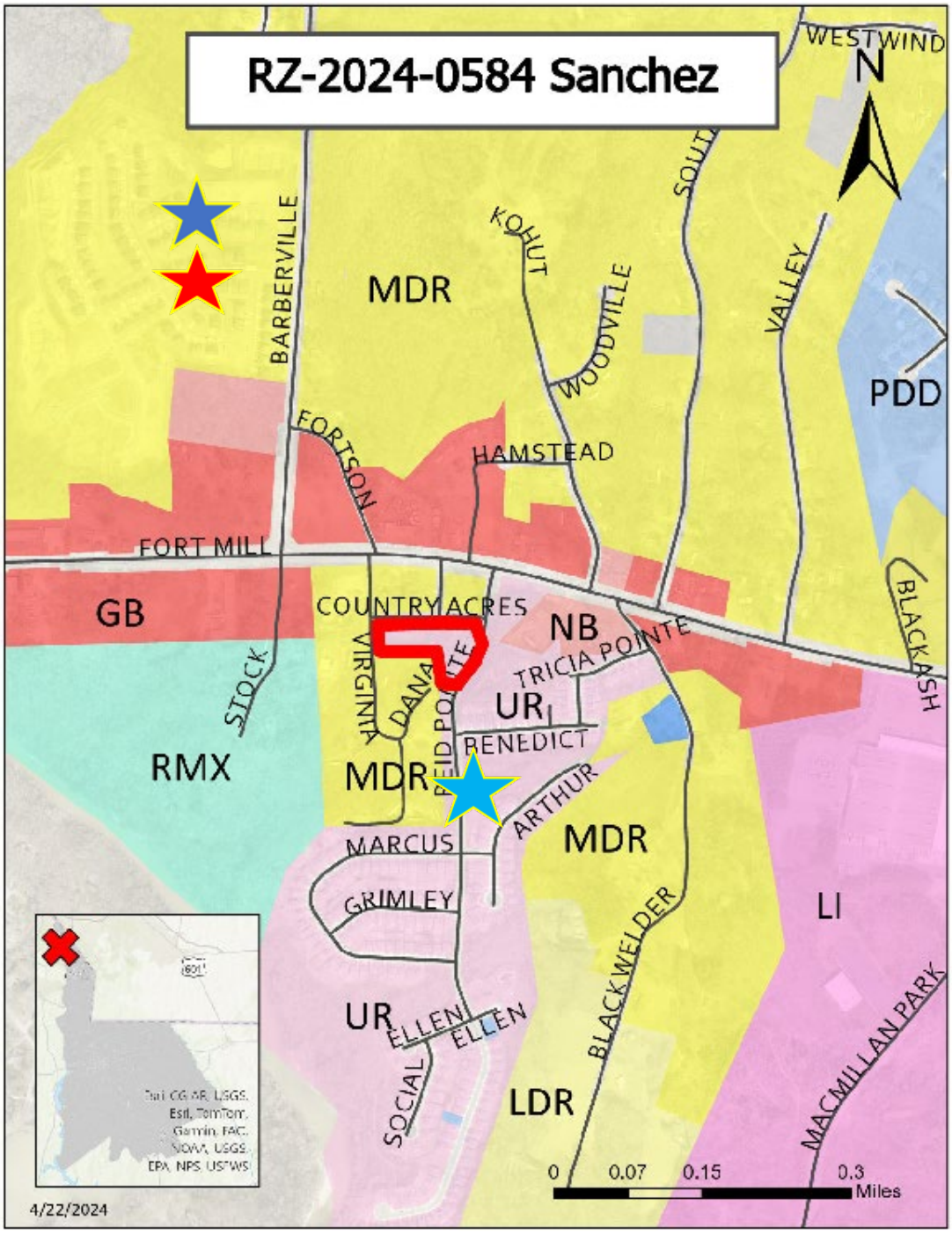
Zoning Districts

- AR
- CITY
- GB
- HDR
- HI
- HSPRGS
- IMX
- INS
- KER
- LDR
- LI
- M
- MDR
- MH
- MX
- NB
- OSP
- PB
- PDD
- RB
- RMX
- RN
- RR
- RUB
- UR

Parcel ID	0006-00-072.04		**Owner**	SANCHEZ CARLOS FLORES	**Last 2 Sales**			
Class Code	Land Only			SANCHEZ CARLOS JULIAN	**Date**	**Price**	**Reason**	**Qual**
Taxing District	County			PO BOX 823	11/21/2023	$45000	TRUE SALE	Q
	INDIAN LAND			FORT MILL, SC 29716	2/9/2023	$529455	TRUE SALE	Q
Land Size	2.56	ACRES	**Physical Address**	FORT MILL HWY				
			Assessed Value					

(Note: Not to be used on legal documents)

Date created: 3/12/2024
Last Data Uploaded: 3/12/2024 10:29:18 AM



Proposal:
Rezoning UR to MDR

Lancaster County
South Carolina

Reid Pointe Development

Bethel Freewill Baptist Church

Overlook at Barber Rock

Subject Property

GENERAL NOTES:

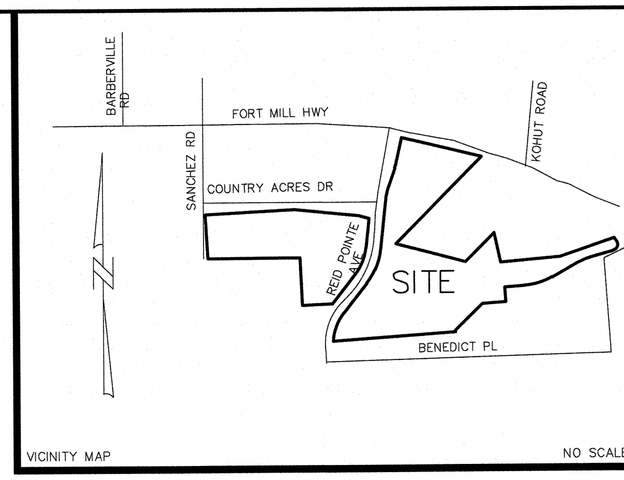
1. NO ZONING LETTER PROVIDED
2. HORIZONTAL CONTROL ESTABLISHED WITH GPS USING SCGS VRS NETWORK. HORIZONTAL DATUM– SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM SCSPCS(NAD 83/2011).
3. ALL ROADS WILL BE PUBLIC, PRIVATELY MAINTAINED (AS NOTED).
4. SANITARY SEWER WILL BE PUBLIC AND CONSTRUCTED TO LANCASTER COUNTY WATER AND SEWER DISTRICT STANDARDS.
5. #5 REBARS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
6. SUBJECT TRACT ADDRESS: FORT MILL HWY., INDIAN LAND, S.C. 29707
7. SUBJECT TRACT DEED/PLAT REFERENCE: DB 1634 PG 192; PB 2005 PG 189.
8. SUBJECT TRACT TAX PARCEL: #0006–00–072.00.
9. SURVEY COMPLETED: JANUARY 26, 2023.
10. AREA COMPUTATION BY COORDINATE METHOD.
11. PLAT IS SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHTS–OF–WAY, UTILITIES AND COVENANTS WHICH MAY BE OF RECORD.
12. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
13. COMMON OPEN SPACE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION OR ITS ASSIGNS.
14. EASEMENTS HAVING A MINIMUM WIDTH OF AT LEAST TEN (10') WIDE AND LOCATED ALONG THE FRONT, SIDE, OR REAR LOT LINES SHALL BE PROVIDED AS REQUIRED FOR UTILITY LINES AND UNDERGROUND MAINS AND CABLES (5' EACH SIDE OF LOT LINE).
15. PROPOSED FIRE HYDRANTS, SIDEWALKS AND DRIVEWAYS NOT FIELD LOCATED, LOCATIONS TAKEN FROM PLANS BY ESP ASSOCIATES, INC.
16. PROPERTY OWNERS ARE JOINTLY AND SEVERALLY LIABLE FOR COMPLIANCE WITH LANCASTER COUNTY STANDARDS AND REGULATIONS REGARDING COMMON AREA/OPEN SPACE MAINTENANCE INCLUDING, BUT NOT LIMITED TO, ALLEYS, DETENTION PONDS, AND TREES AND LANDSCAPING.
17. NO OWNER/DEVELOPER/CONTRACTOR SHALL PLACE ANY PART OF A STRUCTURE, PERMANENT EQUIPMENT, PERMANENT RETAINING WALL, OR IMPOUNDMENT WITHIN A PUBLIC UTILITY EASEMENT DEDICATED TO THE COUNTY. FENCES AND WALLS MAY BE PERMITTED WITHIN PUBLIC UTILITY EASEMENTS WITH APPROVAL FROM THE COUNTY THROUGH AN ENCROACHING PERMIT.
18. THIS FINAL PLAT IS SUBJECT TO A PERFORMANCE GUARANTEE, WHICH MEANS THAT ALL REQUIRED PUBLIC IMPROVEMENTS ARE NOT COMPLETED. ISSUANCE OF BUILDING PERMITS PRIOR TO THE COMPLETION OF PUBLIC IMPROVEMENTS SUBJECT TO THE PERFORMANCE GUARANTEE SHALL OCCUR AT THE SOLE DISCRETION OF LANCASTER COUNTY. IN THE EVENT THE DEVELOPER DEFAULTS AND THE COUNTY MUST COMPLETE THE IMPROVEMENTS, THE DEVELOPER WILL BE ASSESSED ANY DIFFERENCE IN THE AMOUNT OF THE PERFORMANCE GUARANTEE AND THE ACTUAL CONSTRUCTION COST.
19. NO EVIDENCE OF OBVIOUS OR APPARENT CEMETERIES OR BURIAL GROUNDS WERE OBSERVED BY THE SURVEYOR AT THE TIME OF SURVEY. INFORMATION OF THEIR EXISTENCE AND LOCATION WAS NOT FURNISHED TO THE SURVEYOR PRIOR TO OR DURING THE PERFORMANCE OF THE SURVEY.
20. BOTH SUBJECT TRACTS ARE GRAPHICALLY LOCATED IN ZONE "X" AREAS OF MINIMAL FLOOD HAZARD. AS SHOWN ON FEMA FIRM COMMUNITY PANEL NUMBER #45057C0020E, HAVING AN EFFECTIVE DATE OF 5/16/2017.

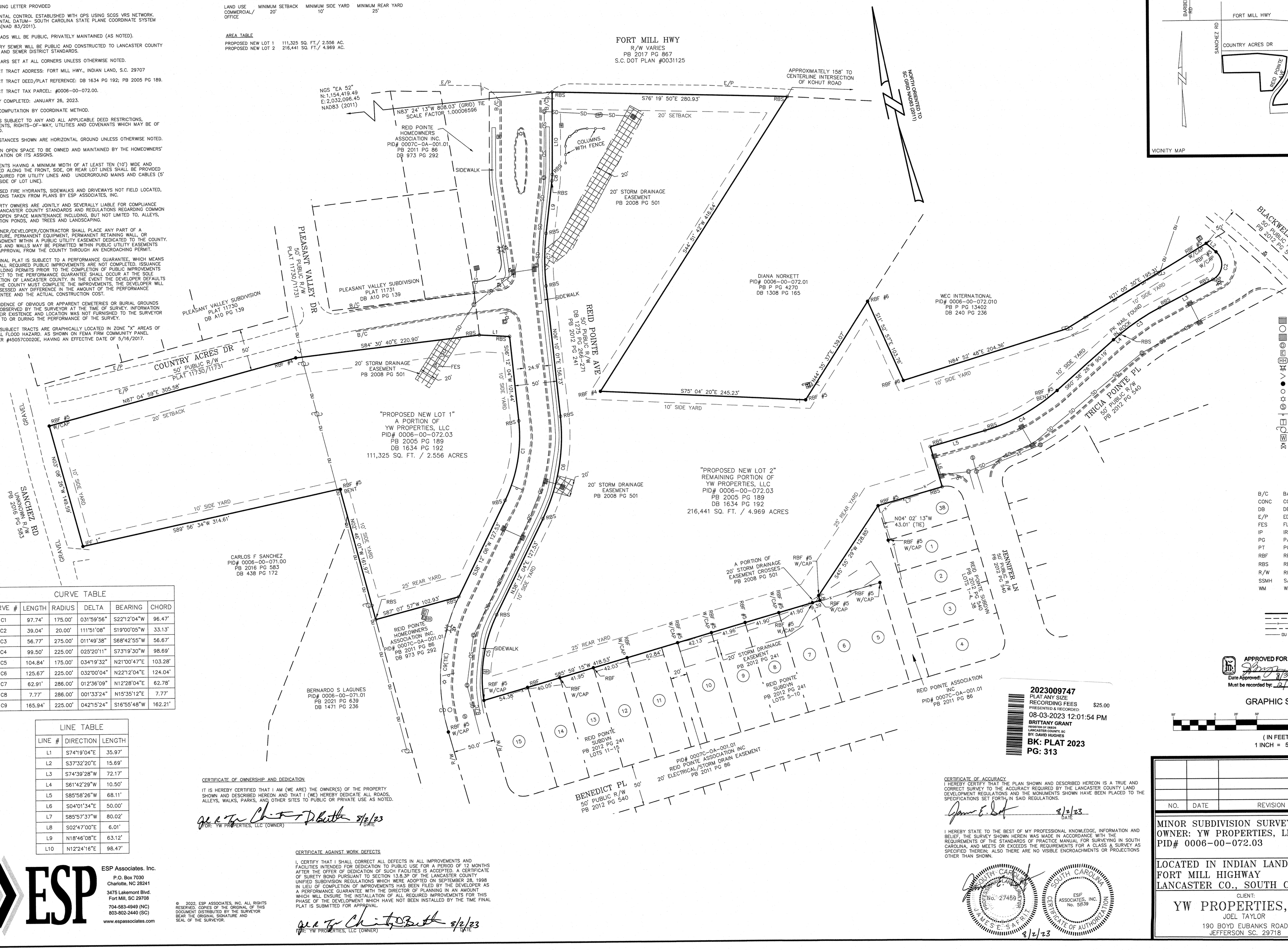
SETBACKS PER ZONING PDD–16 ORDINANCE #629

LAND USE	MINIMUM SETBACK	MINIMUM SIDE YARD	MINIMUM REAR YARD
COMMERCIAL/ OFFICE	20'	10'	25'

AREA TABLE

PROPOSED NEW LOT 1 111,325 SQ. FT./ 2.556 AC.
PROPOSED NEW LOT 2 216,441 SQ. FT./ 4.969 AC.





CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	97.74'	175.00'	031°59'56"	S22°12'04"W	96.47'
C2	39.04'	20.00'	111°51'08"	S19°00'05"W	33.13'
C3	56.77'	275.00'	011°49'38"	S68°42'55"W	56.67'
C4	99.50'	225.00'	025°20'11"	S73°19'30"W	98.69'
C5	104.84'	175.00'	034°19'32"	N21°00'47"E	103.28'
C6	125.67'	225.00'	032°00'04"	N22°12'04"E	124.04'
C7	62.91'	286.00'	012°36'09"	N12°28'04"E	62.78'
C8	7.77'	286.00'	001°33'24"	N15°35'12"E	7.77'
C9	165.94'	225.00'	042°15'24"	S16°55'48"W	162.21'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S74°19'04"E	35.97'
L2	S37°32'20"E	15.69'
L3	S74°39'28"W	72.17'
L4	S61°42'29"W	10.50'
L5	S85°58'26"W	68.11'
L6	S04°01'34"E	50.00'
L7	S85°57'37"W	80.02'
L8	S02°47'00"E	6.01'
L9	N18°46'08"E	63.12'
L10	N12°24'16"E	98.47'

SYMBOL LEGEND

- CATCH BASIN (CB)
- CLEAN OUT (CO)
- DROP INLET (DI)
- DRAINAGE MH
- EBOX
- HANDHOLE
- EXISTING HYDRANT
- GUY
- REBAR FOUND
- REBAR SET
- LIGHT POLE
- SEWER MANHOLE
- SINGLE POLE SIGN
- TELPHONE PEDESTAL
- UTILITY POLE
- WATER METER (WM)
- WATER VALVE

ABBREVIATIONS

B/C	BACK OF CURB
CONC	CONCRETE
DB	DEED BOOK
E/P	EDGE OF PAVEMENT
FES	FLARED END SECTION
IP	IRON PIPE or IRON PIN
PG	PAGE
PT	POINT
RBF	REBAR FOUND
RBS	REBAR SET
R/W	RIGHT OF WAY
SSMH	SANITARY SEWER MANHOLE
WM	WATER METER

LINETYPE LEGEND

- BOUNDARY/LOT LINES
- ADJOINING BOUNDARY OR LOT LINE
- FENCE LINE
- RIGHT OF WAY LINE
- OVERHEAD ELECTRIC LINE

APPROVED FOR RECORDING
Planning Official
Date Approved: 8/3/2023
Must be recorded by: 8/3/2024

GRAPHIC SCALE
50' 0 25' 50' 100' 200'
(IN FEET)
1 INCH = 50 FT.

2023009747
PLAT ANY SIZE
RECORDING FEES $25.00
PRESENTED & RECORDED:
08-03-2023 12:01:54 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: DAVID HUGHES
BK: PLAT 2023
PG: 313

PLAT BK 2023 PG 313

CERTIFICATE OF OWNERSHIP AND DEDICATION

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

FOR: YW PROPERTIES, LLC (OWNER) DATE 8/2/23

CERTIFICATE AGAINST WORK DEFECTS

I, CERTIFY THAT I SHALL CORRECT ALL DEFECTS IN ALL IMPROVEMENTS AND FACILITIES INTENDED FOR DEDICATION TO PUBLIC USE FOR A PERIOD OF 12 MONTHS AFTER THE OFFER OF DEDICATION OF SUCH FACILITIES IS ACCEPTED. A CERTIFICATE OF SURETY BOND PURSUANT TO SECTION 13.8.3P OF THE LANCASTER COUNTY UNIFIED SUBDIVISION REGULATIONS WHICH WERE ADOPTED ON SEPTEMBER 28, 1998 IN LIEU OF COMPLETION OF IMPROVEMENTS HAS BEEN FILED BY THE DEVELOPER AS A PERFORMANCE GUARANTEE WITH THE DIRECTOR OF PLANNING IN AN AMOUNT WHICH WILL ENSURE THE INSTALLATION OF ALL REQUIRED IMPROVEMENTS FOR THIS PHASE OF THE DEVELOPMENT WHICH HAVE NOT BEEN INSTALLED BY THE TIME FINAL PLAT IS SUBMITTED FOR APPROVAL.

FOR: YW PROPERTIES, LLC (OWNER) DATE 8/2/23

CERTIFICATE OF ACCURACY

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

8/2/23 DATE

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SOUTH CAROLINA PROFESSIONAL ENGINEER JAMES E. SAFFIT No. 27459
SOUTH CAROLINA ESP ASSOCIATES, INC. No. 5839 CERTIFICATE OF AUTHORIZATION
8/2/23

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

© 2022, ESP ASSOCIATES, INC. ALL RIGHTS RESERVED. COPIES OF THE ORIGINAL OF THIS DOCUMENT DISTRIBUTED BY THE SURVEYOR BEAR THE ORIGINAL SIGNATURE AND SEAL OF THE SURVEYOR.

NO.	DATE	REVISION	BY

MINOR SUBDIVISION SURVEY
OWNER: YW PROPERTIES, LLC
PID# 0006–00–072.03

LOCATED IN INDIAN LAND
FORT MILL HIGHWAY
LANCASTER CO., SOUTH CAROLINA

CLIENT:
YW PROPERTIES, LLC
JOEL TAYLOR
190 BOYD EUBANKS ROAD
JEFFERSON SC. 29718

PROJECT NO	KX41
SCALE	1"=50'
DATE	MAY 31, 2023
DRAWN BY	GEJ/JDB
CHECKED BY	YES
DATE SURVEYED	JANUARY 26, 2023
DRAWING NO	Y PROPERTIES (KX41) SUBDIVISION

SHEET 1 OF 1

RECORDED THIS 29th DAY OF NOVEMBER, 2023 IN BOOK 00 PAGE 00

Auditor, Lancaster County, SC

Prepared By
& Return
Solorzano
111 Clebu
Suite 230
Fort Mill,

LANCASTER COUNTY, SC
2023014628 DEED
RECORDING FEES $15.00
STATE TAX $117.00
COUNTY TAX $49.50
PRESENTED & RECORDED
11-22-2023 08:38:25 AM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: TERRY PARKMAN
BK:DEED 1730 PG:338-341

LANCASTER COUNTY GIS
Tax Map:
0006 00 072 04

----------Space Above This Line For Recording Data----------

STAT)
)
COU) **TITLE TO REAL ESTATE**

KNOW ALL MEN BY THESE PRESENTS that **YW Properties, LLC, a South Carolina limited liability company** ("Grantor") in the State aforesaid, for and in consideration of the sum of FORTY FIVE THOUSAND AND 00/100 DOLLARS ($45,000.00), the receipt and sufficiency of which is here acknowledged, **subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats**, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said:

Carlos Flores Sanchez and Carlos Julian Sanchez CJ CJS

as Joint Tenants with Rights of Survivorship and not as tenants in common ("Grantee"), Grantee's heirs, successors and assigns forever, all Grantor's right, title and equitable or legal interest in and to the following described real property:

See Attached "Exhibit A" for Property Description

Tax Map No: A portion of 0006-00-072.03

Address of Grantee: P.O Box 823
Fort mill SC 29715

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said Grantee, his, her, its or their Heirs, Successors and Assigns, forever.

AND THE GRANTOR does hereby promise, for themselves and Grantor's heirs, successors, assigns, and representatives, to warranty and forever defend the above premises unto the said Grantee and Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, successors, and assigns and against any person whomsoever lawfully claiming, or to claim, the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 21st day of November, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

YW PROPERTIES, LLC,
a South Carolina limited liability company

Joel R. Taylor, Member

Christopher D. Butler, Member

Witness # One

Witness #Two/Notary

STATE OF SOUTH CAROLINA
COUNTY OF YORK

I, Andrea Solorzano Johnson, Notary Public, do hereby certify that Joel R. Taylor and Christopher D. Butler, Members of YW Properties, LLC, a South Carolina limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 21st day of November, 2023.

Official Signature of the Notary

Printed or typed name of Notary: Andrea Solorzano Johnson

My Commission Expires: 07/26/31

ANDREA S. JOHNSON
NOTARY PUBLIC
My Commission Expires
July 26, 2031
SOUTH CAROLINA

STATE OF SOUTH CAROLINA }
COUNTY OF LANCASTER } AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property was transferred by YW Properties, LLC, a South Carolina limited liability company to Carlos Flores Sanchez and Carlos Julian Sanchez on 11/ 21 /2023.

3. Check one of the following: The deed is
   (A) [✔] subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (B) [ ] subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity , or is a transfer to a trust or as distribution to a trust beneficiary.
   (C) [ ] exempt from the deed recording fee because (See Information section of affidavit): _____ (Explanation required)
   (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
   If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes [ ] or No [ ]

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
   (A) [✔] The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $45,000.00.
   (B) [ ] The fee is computed on the fair market value of the realty which is _____.
   (C) [ ] The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check YES [ ] or NO [✔] to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.

6. The deed recording fee is computed as follows:
   (A) Place the amount listed in item 4 above here: $45,000.00
   (B) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here.)
   (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is: $166.50.

8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as: Joel R. Taylor, Member and Christopher D. Butler, Member.

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.

LYRIC CHAPMAN NOTARY PUBLIC SOUTH CAROLINA My Commission Expires August 3, 2033

Responsible Person Connected with the Transaction

Joel R Taylor
Print or Type Name Here

Sworn this 21st day of November 2023
Lyric Chapman
Notary Public for SC
My Commission Expires: 08/03, 2033

Exhibit A

BEING ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND SITUATE, LYING AND BEING SOUTH OF COUNTRY ACRES DRIVE, AND WEST OF REID PONTE AVENUE, INDIAN LAND, LANCASTER COUNTY, SOUTH CAROLINA, BEING A PORTION OF PARCEL ID # 0006-00-072.03 AND DESIGNATED AS "PROPOSED NEW LOT 1" ON PLAT BY ESP ASSOCIATES, INC. RECORDED AUGUST 3, 2023 IN PLAT BOOK 2023 AT PAGE 313 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SC AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM SCGS MONUMENT "EA 52" HAVING SOUTH CAROLINA GRID COORDINATES NORTH: 1,154,419.49, EAST: 2,032,096.45 LOCATED ON THE SOUTH SIDE OF FORT MILL HIGHWAY, THENCE S 20° 19' 19" E FOR A DISTANCE OF 375.01 FEET TO A #5 REBAR WITH A CAP FOUND IN THE SOUTHERN RIGHT OF WAY OF COUNTRY ACRES DRIVE (HAVING A 50' PUBLIC RIGHT PER PLAT 11730) AND BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING, CONTINUING WITH THE SAID RIGHT OF WAY FOR THE NEXT (3) COURSES AND DISTANCES, N 87° 04' 59" E FOR A DISTANCE OF 305.58 FEET TO A #4 REBAR IN THE RIGHT OF WAY OF COUNTRY ACRES DRIVE; THENCE S 84° 30' 40" E FOR A DISTANCE OF 220.90 FEET TO A SET #5 REBAR; THENCE S 74° 19' 04" E FOR A DISTANCE OF 35.97 FEET TO A SET #5 REBAR IN THE WESTERN RIGHT OF WAY OF REID POINTE AVENUE (HAVING A 50' PUBLIC RIGHT OF WAY PER DB 1275 PG 266-271). THENCE CONTINUING WITH THE SAID RIGHT OF WAY FOR THE NEXT (3) COURSES AND DISTANCES, S 06° 12' 04" W FOR A DISTANCE OF 101.44 FEET TO A SET #5 REBAR (THE BEGINNING OF A CURVE), SAID CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 97.74 FEET, HAVING A RADIUS OF 175.00 FEET, AND WHOSE LONG CHORD BEARS S 22° 12' 04* W FOR A DISTANCE OF 96.47 FEET TO A SET #5 REBAR (THE END OF THE CURVE). S 38° 12' 06" W FOR A DISTANCE OF 127.53 FEET TO A SET #5 REBAR. THENCE LEAVING SAID RIGHT OF WAY S 87° 07' 57" W FOR A DISTANCE OF 102.93 FEET TO A SET #5 REBAR AT THE COMMON CORNER WITH REID POINTE HOMEOWNERS ASSOCIATION INC (DB 973 PG 292), SOUTHEASTERN LAND INVESTMENTS, LLC (DB 277 PG 174) AND BERNARDO S. LAGUNES (DB 1471 PG 236); THENCE ALONG THE COMMON LINE OF BERNARDO S. LAGUNES (DB 1471 PG 236) AND CARLOS F. SANCHES (DB 438 PG 172) N 02° 46' 01" W FOR A DISTANCE OF 161.97 FEET TO A #5 REBAR. THENCE CONTINUING WITH THE LINE OF CARLOS F. SANCHEZ, S 89° 56' 34" W FOR A DISTANCE OF 314.61 FEET TO A 1" IRON PIN; THENCE RUNING ON THE EASTERN SIDE OF SANCHEZ ROAD (PLAT BOOK 2016 PAGE 583, UNKNOWN RIGHT OF WAY), N 03° 08' 26" W A DISTANCE OF 149.59 FEET TO A #5 REBAR WITH A CAP IN THE SOUTHERN RIGHT OF WAY OF COUNTRY ACRES DRIVE, BEING THE TRUE POINT OF BEGINNING. CONTAINING 111,325 SQUARE FEET OR 2.556 ACRES MORE OR LESS.

DERIVATION FOR INFORMATIONAL PURPOSES ONLY:

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED UNTO YW PROPERTIES LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, BY DEED OF H&EG INVESTMENT MANAGEMENT, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY, DATED 2/9/2023 AND RECORDED 2/9/2023 IN BOOK 1634 AT PAGE 192 IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY, SOUTH CAROLINA.

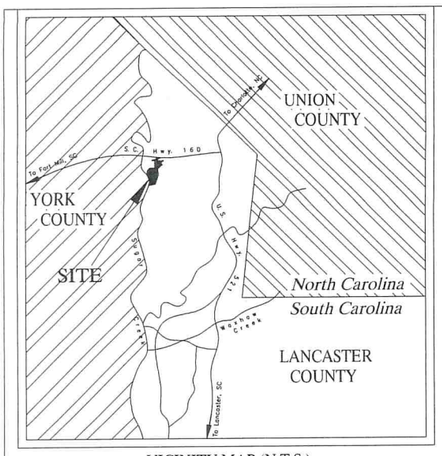
TAX ID NO: A PORTION OF 0006-00-072.03

Revised Master Plan

OVERALL MAP FOR

REID POINTE SUBDIVISION

INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA
SEPTEMBER 4, 2013



VICINITY MAP (N.T.S.)

- 50' LOTS PH I MAP I
- 50' LOTS PH I MAP II
- 60' LOTS PH I MAP III
- OPENSPACE PH I MAP IV
- 70' LOTS PH I MAP V
- 50' LOTS PH I MAP VI
- 50' LOTS PH II MAP I
- 50' LOTS PH II MAP II
- 40' LOTS PH III MAP I
- 40' LOTS PH III MAP II
- 50' LOTS PH V MAP I

S. C. HWY 160 66' R/W
PLEASANT VALLEY DR.
COUNTRY ACRES DR.
FUTURE DEVELOPMENT
BLACKWELDER RD.
FUTURE DEVELOPMENT
TRICIA POINT PL.
JENNIFER LN.
OPEN SPACE
PH V MAP I
PH III MAP II
BENEDICT PLACE PH III MAP I
OPEN SPACE
ARTHUR ROAD PH I MAP III
OPEN SPACE
MARCUS STREET PH I MAP I
GRIMLEY LANE PH II MAPI
REID POINTE AVENUE
PH I MAP VI
MARCUS STREET PH I MAP II
OPEN SPACE/POOL PH I MAP IV
REID POINTE AVE
PH I MAP V
PH I MAP IV
PH I MAP V
ELLEN LANE
OPEN SPACE PH I MAP IV
CHARLEY LANE PH I MAP V
REID POINTE AVENUE PH II MAP II
E SUGAR CREEK

NORTH

Owned and Developed by:
Reid Pointe, LLC
1312 Matthews – Mint Hill Road
Matthews, North Carolina 28105
Phone:(704) 321-2802
Fax:(704) 321-2806
Contact: Harry Grimmer

KECK & WOOD, INC.
ENGINEERS SURVEYORS PLANNERS
215 HAMPTON STREET
SUITE 100
ROCK HILL, S.C. 29730
Phone: 803-326-3192
Fax: 803-324-9454

SCALE:	N.T.S.
DATE:	09-04-13
JOB NO:	046414
COMP. FILE:	H:\046414\Dwg\Overall Plan-Color 9-04-13.dwg

1 OF 1

RECEIVED
9-9-13

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1914 / Planning Case Number: RZ-2024-0627
Contact Person / Sponsor: A. Hardin / Planning
Department: Planning
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Application by Courtney Lomax to rezone 5.80 acres at and adjacent to 1743 Lynwood Drive (TM # 0087G-0C-004.00) from Medium Density Residential (MDR) to General Business (GB) district, in order to renovate the existing structure as a daycare facility.

Strategic Plan Focus Area Alignment:

Points to Consider:
Day care centers are a need in the community.

Funding and Liability Factors:
None.

Recommendation:
Planning Commission Recommends Approval (6-0).

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1914	6/5/2024	Ordinance
Staff Report	5/13/2024	Exhibit
Application	4/23/2024	Exhibit
Location Map	4/23/2024	Exhibit
Recorded Plat	4/24/2024	Exhibit
Recorded Deed	4/24/2024	Exhibit

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1914**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 5.819 ACRES (TM# 0087G-0C-004.00), WHICH IS LOCATED AT 1743 LYNWOOD DR, FROM MEDIUM DENSITY RESIDENTIAL (MDR) DISTRICT TO GENERAL BUSINESS (GB) DISTRICT FOR THE PURPOSE OF OPENING A DAY CARE CENTER.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Courtney Lomax applied to rezone a 5.819-acre parcel of real property (TM# 0087G-0C-004.00) owned by Courtney Lomax, being located at 1743 Lynwood Dr, from Medium Density Residential (MDR) District to General Business (GB) District use the property for a future day care center. This is the site of the former Lynwood United Methodist Church structure, which was removed in 2021; a residential structure remains on the site.

(b) On May 21, 2024, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 6-0 vote, recommended approval of the rezoning request as presented.

(c) The Future Land Use Category of the subject property is "Growth Area". The newly adopted Comprehensive Plan states that *Growth Areas are intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares."* The requested GB district is consistent with 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 General Business (GB) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map No. (TM# 0087G-0C-004.00), located at 1743 Lynwood Dr, Lancaster.

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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: June 10, 2024
Public Hearing: June 10, 2024
Second Reading: June 24, 2024
Third Reading: July 15, 2024

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to rezone 5.819 acres of property
PROPERTY LOCATION:	1743 Lynwood Drive (TM# 0087G-0C-004.00)
CURRENT ZONING DISTRICT:	Medium Density Residential (MDR) District
PROPOSED ZONING DISTRICT:	General Business (GB) District
APPLICANT:	Courtney Lomax
COUNCIL DISTRICT:	District 2, Charlene McGriff
STATUTORY NOTICES:	Hearing notice published 5/4/2024 in The Lancaster News Signs posted 5/3/2024 Mailed notices 4/26/2024 Posted agenda in lobby 5/14/2024

OVERVIEW:

Proposal

The applicant has requested to rezone a 5.819-acre parcel from Medium Density Residential (MDR) to General Business (GB). The intent is to allow the property to be renovated as a daycare facility.

Site History

The site was home to a church building that began in the late 1940s, when Lynwood United Methodist Church (UMC) was constructed on the donated acreage on Lynwood Dr. Over time, Lynwood UMC added a manse on the site to house the church's worship leaders.

In 2020, the congregations of Grace UMC and Lynwood UMC merged and decided to locate their worship services on the Grace UMC campus on Country Club Dr. The newly named Grace-Lynwood UMC secured a demo permit in May 2021 and subsequently removed the church structure from the Lynwood Drive property. The manse was left on site.

Attempts to sell the property under the zoning at the time (INS) were not successful, so in June 2023, the church petitioned the County to rezone the property from INS to the current MDR zone. The request was favorably reviewed and approved in September of the same year.

Site Information

The parcel is currently zoned for residential use at 2.5 units per acre (MDR). One residential structure is located on the site, and the remaining acreage is open.

The property is located at the intersection of Evans Drive and Lynwood Dr. There is a curb cut to the property on both streets.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by MDR and GB zoned properties. There are MDR parcels located across the street and GB parcels directly adjacent to the site.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	GB	Vacant
South	Lancaster County	MDR	Residential
East	Lancaster County	GB	Vacant
West	Lancaster County	MDR	Residential

ANALYSIS & FINDINGS:

Zoning Districts

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

Requested GB

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

RELATIONSHIP TO PUBLIC PLANS

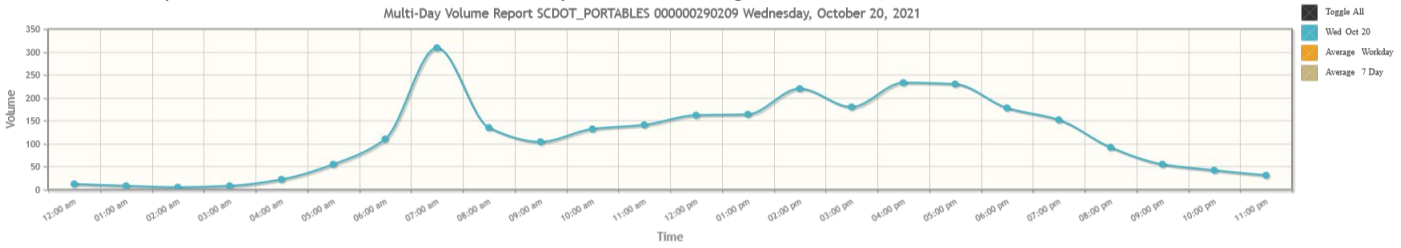
The Future Land Use Category of the subject properties is ***Growth***. The newly adopted Comprehensive Plan states that "***Growth Areas*** are intended to designate areas where growth should occur based on the availability of supportive infrastructure and land. These areas are intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares. Supportive infrastructure required to provide development includes adequate roadways, water and sewer availability, school capacity, emergency services, and similar services."

The requested MDR District is compatible with the Future Land Use Category of "**Growth**" and the overall *Lancaster 2040 Comprehensive Plan.*

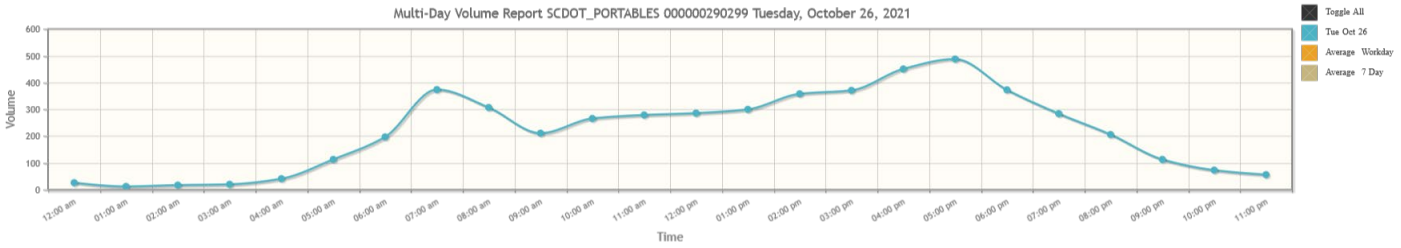
INFRASTRUCTURE CONSIDERATIONS

Transportation

The closest traffic count stations for Lynwood Dr include one on Lynwood Dr recorded in 2021, 1.77 miles south, at the point where Rum Creek crosses Lynwood Dr (avg 2400 ADTs):



…and 1.5 miles south, along McIlwain Rd between Pineview and Providence (avg 5600 ADTs), also recorded in 2021:



There are no issues with traffic generated from this request at this time. If the rezoning is approved, any proposed use other than single family residential may be required to provide a TIA prior to permit approval.

Public Utilities

LCWSD is currently providing water and sewer access to the site.

Public Schools

Elementary: Brooklyn Springs
Middle: South Middle
High: Lancaster High School

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

Public Safety

Fire District: McDonald Green Volunteer Fire Department
Fire Station Location: 2787 Lynwood Dr, approximately 2.5 miles from the subject property
Closest EMS Station: Station 3 / 1305 McIlwain Rd, approximately 1.1 miles from the subject property

PHOTOS OF PROJECT AREA:



An ariel view of the subject property



Facing residence off Lynwood Drive



Facing former church site and residence off Lynwood Drive

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 5.819 acres (TM# 0087G-0C-004.00) from Medium Density Residential (MDR) District to General Business (GB) District pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0087G-0C-004.00;
2. That the subject property abuts other properties in the area that are zoned for General Business (GB);
3. That the subject property has a Future Land Use designation "Growth;"
4. That the proposed GB District is generally consistent with the future land use and existing zoning in the area; and
5. That there is sufficient infrastructure (water, sewer, and roads) to support the proposed use after rezoning.

ATTACHMENTS:

1. Rezoning Application
2. Recorded Plat
3. Recorded Deed
4. Location Map/ Zoning Map

STAFF CONTACT:

Allison Hardin, Development Services Director | ahardin@lancastersc.net | 803-285-6005

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 1743 Lynwood Dr

City Lancaster State SC Zip 29720 Tax Parcel ID 0087G-0C-004.00

Current Zoning Residential Current Use Single family house

Proposed Zoning GB Total Acres 5.8 acres

Project Description Commercial Daycare facility

Surrounding Property Description GB

CONTACT INFORMATION

Applicant Name Courtney Lomax

Address 962 Wilson Dr

City Lancaster State SC Zip 29720 Phone 704 724 8269

Fax _____ Email Courtneylomax78@gmail.com

Property Owner Name Courtney Lomax

Address 962 Wilson Dr

City Lancaster State SC Zip 29720 Phone 704 724 8269

Fax _____ Email Courtneylomax78@gmail.com

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

Applicant _____ Date 3/19/2024

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**

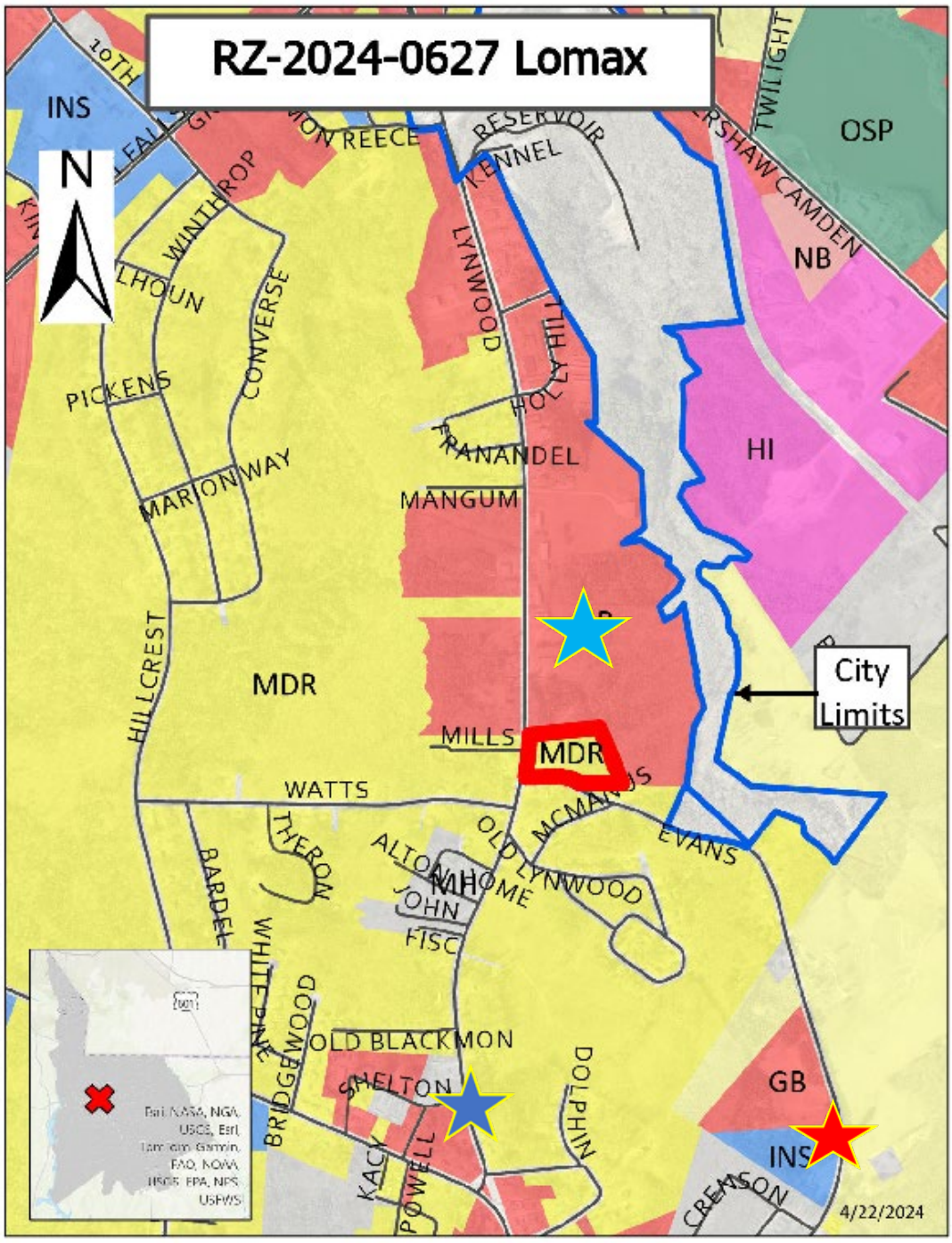
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- After preliminary review, staff will determine when the case can be scheduled for a hearing with Planning Commission.
- An application withdrawal should be made in 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:
Rezoning MDR to GB

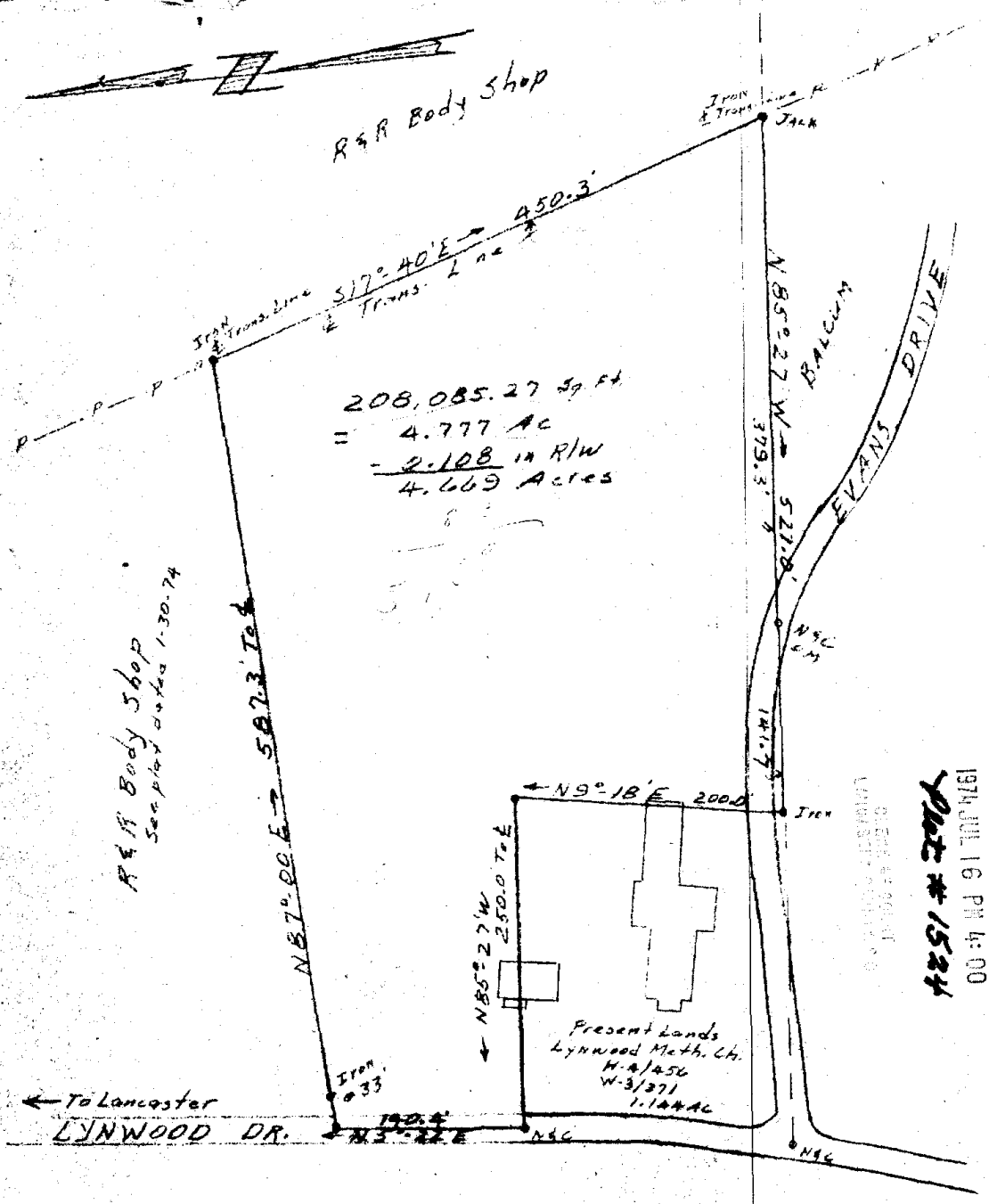
Lancaster County
South Carolina

Martin's Machine Co.

Beacon Baptist Church

Y & J Express Gas Station

Subject Property



FILED
1974 JUN 16 PM 4:00
Plat # 1524

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
PROPERTY TO BE CONVEYED TO

LYNWOOD METHODIST CHURCH

Located south of Lancaster, near intersection of Lynwood Drive and Evans Drive. Being a portion of the lands shown on plat of R & R Body Shop, by Jack Smith, dated 1-30-74.

Scale: 1" = 100' 13 June 1974

Jack Smith, RLS
100 Forest Drive
Lancaster, S. C.

LANCASTER COUNTY, SC	
2024003270	DEED
RECORDING FEES	$15.00
STATE TAX	$780.00
COUNTY TAX	$330.00
PRESENTED & RECORDED	
03-21-2024	02:24:35 PM
BRITTANY GRANT	
REGISTER OF DEEDS	
LANCASTER, COUNTY SC	
By: TERRY PARKMAN	
BK:DEED 1768 PG:324-327	

PREPARED BY TRIMNAL & MYERS, LLC

LANCASTER COUNTY ASSESSOR
Tax Map:
0087G 0C 004 00

RECORDED THIS 22nd DAY OF MARCH, 2024 IN BOOK 00 PAGE 00

Dwight C Murphy
Auditor, Lancaster County, SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT **Lynwood United Methodist Church, Inc. (nka Grace-Lynnwood United Methodist Church by Articles of Merger filed October 21, 2021 with the South Carolina Secretary of State)** (hereinafter called "Grantors") in the State aforesaid, for and in consideration of the sum of THREE HUNDRED THOUSAND AND 00/100 ($300,000.00) Dollars, to him paid by **Courtney Lomax** (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:

Courtney Lomax, his/their Heirs and/or Assigns Forever:

All that piece, parcel or lot of land lying, being and situate in Gills Creek Township, Lancaster County, SC, being the Southern portion of Lot No. 35 on plat of survey of estate lands of J. P. Funderburke, November, 1935, by J. M. Bailes, Surveyor, being bounded on the West by Water Works paved State Highway for a distance of one hundred feet, on the South by a new cut road known as the Blackmon Road for a distance of two hundred and fifty feet, on the Last by other lands of Mrs. B. C. Hough, Sr. for a distance of one hundred feet, and on the North by other lands of Mrs. B. C. Hough, Sr. for a distance of two hundred and fifty feet. Said lot of land being in the shape of a parallelogram, and being the Southern and Western portion of Lot No. 35 hereinabove mentioned, with such measurements and shape as hereinabove mentioned.

ALSO: All that certain piece, parcel or tract of land situate, lying and being in Lancaster County, SC, in Gills Creek Township, located South of Lancaster near intersection of Lynwood Drive and Evans Drive, containing 4.669 acres, more or less, as shown on plat made by Jack Smith, RLS, dated June 13, 1974, recorded in the Office of the Register of Deeds for Lancaster County, SC, as Plat Number 1524, and having such courses and distances as shown thereon. For a more complete description reference to said plat is craved.

ALSO: All that piece, parcel or tract of land lying, being and situate in Gills Creek Township, Lancaster County, SC, situated about one mile south of the Town of Lancaster, on the East side of State Highway No. 529. known as the Old Coile Road, having a frontage of 100 feet (one hundred) on said highway #529. bounded as follows: On the North by lands of Ben C. Hough

and Perry Belle B. Hough for a distance of two hundred and fifty 250 feet; on the East by other lands of Ben O. Hough and Perry Belle B. Hough for a distance of one hundred (100) feet; bounded, on the South by Lynwood Methodist Church property for two hundred and fifty (250) feet.

Being the property conveyed to Lynwood United Methodist Church, Inc by Deed recorded October 16, 2008 in Deed Book 489 Page 156 in the Register of Deeds Office for Lancaster, SC.

TMS# 0087G-0C-004.00

Grantee's Address: 9162 Wilson Dr 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.

WITNESS our Hand(s) and Seal(s) this 20th day of March in the year of our Lord 2024.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lynwood United Methodist Church, Inc.
(nka Grace-Lynnwood United Methodist Church by Articles of Merger filed October 21, 2021 with the South Carolina Secretary of State)

Witness #1

BY: _____
Jack Hammond, Trustee

Witness #2

BY: _____
Ronald Woods, Trustee

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGEMENT
COUNTY OF LANCASTER)

I, _____, 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 20th day of March, 2024

Notary Public for the State of SC
My Commission Expires: 11/5/24

GOVAN T. MYERS, III
Notary Public-State of South Carolina
My Commission Expires
November 05, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

AFFIDAVIT

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

1. I have read the information on this affidavit and I understand such information.
2. The property located at 1743 Lynwood Dr. being transferred Lynwood United Methodist Church, Inc nka Grace-Lynnwood United Methodist Church by Articles of Merger filed October 21, 2021 with the South Carolina Secretary of State to Courtney Lomax dated 03/20/2024.
3. Check one of the following: The deed is
   (a) XXX subject to the deed recording fee as a *transfer* for consideration paid or to be paid in money or money's worth.
   (b) _____ subject to the deed recording fee as a transfer between a corporation a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c)_____ exempt from the deed recording fee because (See Information section of affidavit): (If exempt please skip items 4 - 7, and go to item 8 of this affidavit)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
   (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $300,000.00
   (b) _____ The fee is computed on the fair market value of the realty which
   (c)_____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes_____ or No X To the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:
   (a) Place the amount listed in item 4 above here: $300,000.00
   (b) Place the amount listed in item 5 above here: _____ (If no amount is listed, place zero here.)
   (c) Subtract Line 6(b) from Line 6(a) and place result here: $300,000.00 ,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $1110.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
9. I understand that a person required to furnish this affidavit who 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.

Ronald Wood
Grantor Trustee

SWORN to before me this 20th day of November 2024

Notary Public for _____
My Commission Expires: 11/5/24

GOVAN T. MYERS, III
Notary Public-State of South Carolina
My Commission Expires
November 05, 2024

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1266-R2024
Contact Person / Sponsor: Dennis Marstall / Administration and Ginny Merck-Dupont / County Attorney
Department: Attorney
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve the national opioid settlement with Kroger Co. and Authorize the County Administrator to execute all agreements to participate in the five national opioid settlements.

Strategic Plan Focus Area Alignment:

Points to Consider:
This is the third round of national settlements that South Carolina and participating counties have entered into with the makers or retailers and distributors of opioid products.

The State of South Carolina and its local governments have been harmed by an epidemic of opioid use and abuse, which has been caused by the conduct of various entities and individuals in the opioid supply chain.

The State and its political subdivisions share a common desire to abate and alleviate the impact of the opioid epidemic throughout the State of South Carolina.

Through the efforts of the South Carolina Attorney General, the State and its political subdivision will receive benefits of the opioid-related settlements.

While funds are allocated to each County, all counties will have to submit proposals for funding to the SC Opioid Recovery Fund Board, created by the Governor and State Legislature.

The use of funds have to be geared towards approved abatement strategies including purchase of drugs to reverse opioid overdoses, prevention strategies, treat people in treatment and recovery, address the needs of criminal-justice involved people, training and research, and serving the needs of first responders regarding practices and precautions when dealing with fentanyl or other drugs, among many abatement strategies.

Funding and Liability Factors:
The State of South Carolina is expected to receive approximately $19 million from this settlement.

Recommendation:
Approve joining the national settlement with Kroger Co. opioid settlement.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1266-R2024	7/8/2024	Resolution

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1266-R2024**
COUNTY OF LANCASTER)

A RESOLUTION

A RESOLUTION TO APPROVE THE SETTLEMENT WITH DEFENDANT THE KROGER CO. AND THE SOUTH CAROLINA OPIOID SETTLEMENT ALLOCATION AGREEMENT AS AMENDED.

WHEREAS, a national settlement has been reached in the opioid litigation with the Kroger Co. (the "New National Opioid Settlement");

WHEREAS, the South Carolina Opioid Settlement Allocation Agreement as Amended provides for an allocation of settlement funds that alters the default allocation under the New National Opioid Settlements;

WHEREAS, the County will receive direct payments for opioid-remediation efforts as a result of the New National Opioid Settlements and the South Carolina Opioid Settlement Allocation Agreement as Amended;

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

1. Upon receiving and reviewing information, advice, and the recommendation of litigation counsel, Lancaster County accepts and approves the New National Opioid Settlements and the South Carolina Opioid Settlement Allocation Agreement as Amended, which provides for an intra-state division of funds obtained in South Carolina as a result of such settlement.
2. The County Council further directs County Administrator, Dennis Marstall to execute any and all documents necessary for the County participate in the New National Opioid Settlement.
3. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.
4. This Resolution takes effect upon its adoption.

AND IT IS SO RESOLVED

Dated this _____ day of _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

Attest:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
Virginia L. Merck-Dupont, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1267-R2024
Contact Person / Sponsor: Michael Worley/ Economic Development
Department: Economic Development
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
To Approve The Designation Of Nutramax Laboratories Consumer Care, Inc. As An Additional Sponsor Affiliate Under That Certain Fee Agreement Dated As Of November 26, 2018, Subsequently Amended By A First Amendment Dated As Of January 24, 2022 And A Second Amendment Dated As Of June 13, 2022.

Strategic Plan Focus Area Alignment:

Quality Development
Diversity the local economy through targeted attraction of job producers and support businesses that are well-matched to the local workforce and economic needs.

Points to Consider:
The County and Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, and Nutramax Land Holdings, Inc., all as Sponsor, and the County entered into an Economic Development Fee Agreement on November 26, 2018 for the properties at 946 Quality Dr., 43 acres adjacent to 946 Quality Dr., 851 Quality Dr., and 1758 Flat Creek Rd., Lancaster, SC.
The Council approved the designation of Airmax, LLC, a Delaware limited liability company, d/b/a Airmax SC, LLC By passage of Resolution No. 1184-R2021 on December 13, 2021, as a Sponsor Affiliate under the 2018 Fee Agreement;
The Council approved the passage of Ordinance No. 2021-1792 on January 24, 2022, and the County and Companies and Airmax, LLC entered into a First Amendment to the Fee Agreement dated as of January 24, 2022;
The Council approved the designation of Nutramax Distribution, LLC , a Delaware limited liability company, by the passage of Resolution No. 1201-R2022 on June 13, 2022, as a Sponsor Affiliate under the 2018 Fee Agreement;
The Council approved the passage of Ordinance No. 2022- 1805 on June 13, 2022, and the County and Sponsor and Airmax, LLC entered in a Second Amendment to the 2018 Fee Agreement dated as of June 13, 2022;
The Company has made significant prior investments in the County in their 2010 Agreements and based upon information provided by the Company, has satisfied all investment and employment requirements under the 2010 Agreements.
The 2018 Fee Agreement provided for a minimum investment of $20,000,000 and 130 new, full-time jobs in the County over a thirty (30) year period with a 6% assessment ratio applicable for each year of the Agreement, except as otherwise provided in the Agreement and the Company has exceeded these investments.
It is the purpose of this resolution, at the request of Sponsor, Airmax, LLC and Nutramax Distribution, LLC, to grant the approval by the County, the designation of Nutramax Laboratories Consumer Care, Inc., a South Carolina corporation, as an additional Sponsor Affiliate under the Fee Agreement and that Nutramax Laboratories Consumer Care, Inc., a South Carolina corporation, qualifies as a Sponsor Affiliate.

Funding and Liability Factors:
The FILOT and SSRC will remain the same with the addition of Nutramax Laboratories Consumer Care, Inc.

Recommendation:
Economic Development recommends approval Resolution 1267-R2024 to add Nutramax Laboratories Consumer Care, Inc., as Sponsor Affiliates.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1267-R2024	7/8/2024	Resolution
Exhibit A to Resolution 1267-R2024	7/8/2024	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION NO. 1267-R2024

A RESOLUTION

TO APPROVE THE DESIGNATION OF NUTRAMAX LABORATORIES CONSUMER CARE, INC. AS AN ADDITIONAL SPONSOR AFFILIATE UNDER THAT CERTAIN FEE AGREEMENT DATED AS OF NOVEMBER 26, 2018, SUBSEQUENTLY AMENDED BY A FIRST AMENDMENT DATED AS OF JANUARY 24, 2022 AND A SECOND AMENDMENT DATED AS OF JUNE 13, 2022.

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

Section 1. Findings and Determinations; Purpose

(A) Council finds and determines that;

(1) Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, Nutramax Land Holdings, Inc., all as Sponsor (collectively, the "Sponsor"), and the County entered into a Fee Agreement, dated as of November 26, 2018 (the "2018 Fee Agreement");

(2) By passage of Resolution No. 1184-R2021 on December 13, 2021, Council approved the designation of Airmax, LLC, a Delaware limited liability company, d/b/a Airmax SC, LLC, as a Sponsor Affiliate under the 2018 Fee Agreement;

(3) By passage of Ordinance No. 2021-1792 on January 24, 2022, Council approved, and the County and Companies and Airmax, LLC entered into a First Amendment to the Fee Agreement dated as of January 24, 2022 (the "First Amendment");

(4) By passage of Resolution No. 1201-R2022 on June 13, 2022, Council approved the designation of Nutramax Distribution, LLC , a Delaware limited liability company, as a Sponsor Affiliate under the 2018 Fee Agreement;

(5) By passage of Ordinance No. 2022- 1805 on June 13, 2022, Council approved and the County and Sponsor and Airmax, LLC entered in a Second Amendment to the 2018 Fee Agreement dated as of June 13, 2022 (the "Second Amendment" and together with the 2018 Fee Agreement and the First Amendment, the "Fee Agreement");

(6) The Sponsor and Airmax, LLC and Nutramax Distribution, LLC have requested the County to approve the designation of Nutramax Laboratories Consumer Care, Inc., a South Carolina corporation, as an additional Sponsor Affiliate under the Fee Agreement.

(B) It is the purpose of this resolution to grant the request of Sponsor, Airmax, LLC and Nutramax Distribution, LLC as described in Section 1(A)(6) above.

Section 2. Approval of Sponsor Affiliate.

(A) Council finds and determines that:

(1) Section 12-44-130 of the Fee in Lieu of Tax Simplification Act (the "Act") provides for the addition of a "Sponsor Affiliate" to a fee agreement;

(2) Section 8.04 of the Amended Fee Agreement, among other things, provides for the addition of a Sponsor Affiliate to the Fee Agreement with Council's approval, which shall be evidenced by passage of a resolution;

(3) Sponsor, Airmax, LLC and Nutramax Distribution, LLC, as Sponsor Affiliates, have informed Council that (i) Nutramax Laboratories Consumer Care, Inc., a South Carolina corporation, qualifies as a Sponsor Affiliate, (ii) Nutramax Laboratories Consumer Care, Inc.'s investment in the Project

is an aircraft and is in the form of Economic Development Property, (iii) Nutramax Laboratories Consumer Care, Inc.'s Economic Development Property is eligible for negotiated fee-in-lieu of tax payments under the Fee Agreement, and (iv) the fee-in-lieu of tax payments to be made under the Fee Agreement will include the Economic Development Property of the Sponsor, Airmax, LLC, Nutramax Distribution, LLC and Nutramax Laboratories Consumer Care, Inc., as Sponsor Affiliates; and

(4) Attached to this resolution as Exhibit A and incorporated into this resolution as if it were set out in full in this resolution, is the Joinder Agreement (the "Joinder Agreement") among Nutramax Laboratories Consumer Care, Inc., Sponsor, Airmax, LLC and Nutramax Distribution, LLC, providing for Nutramax Laboratories Consumer Care, Inc., to join as a party to the Fee Agreement, to be bound by and subject to all of the terms and conditions of the Fee Agreement, and to be designated as a Sponsor Affiliate.

(B) Council approves the designation of Nutramax Laboratories Consumer Care. Inc., as a Sponsor Affiliate under the Fee Agreement and as provided in the Joinder Agreement effective as of December 14, 2023, the date on which Nutramax Laboratories Consumer Care, Inc. acquired the aforesaid aircraft; provided, however, that the County must receive a copy of the fully executed Joinder Agreement not later than September 30, 2024.

Section 3. Delivery of Resolution.

Council authorizes Sponsor, Airmax, LLC, Nutramax Distribution, LLC or Nutramax Laboratories Consumer Care, Inc. to deliver a copy of this resolution to the South Carolina Department of Revenue within thirty days of the date this resolution is adopted.

Section 4. Statutory Findings.

In accordance with Section 12-44-40(I) of the Act, Council has found that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (iii) the purposes to be accomplished by the Project are proper governmental and public purposes, and (iv) the benefits of the Project to the public are greater than the costs to the public.

Section 5. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to affect the intent of this resolution.

Section 6. Severability.

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

Section 7. Conflicting Provisions.

To the extent that this resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this resolution supersede all other orders, resolutions and parts thereof and this resolution is controlling.

Section 8. **Effective Date.**

This resolution takes effect upon its adoption.

[Execution page follows]

AND IT IS SO RESOLVED

Adopted this 15th day of July, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____

Steve Harper, Chair, County Council

_____

Billy Mosteller, Secretary, County Council

ATTEST:

_____

Sherrie Simpson, Clerk to Council

Approved as to form:

_____

Ginny L. Merck-Dupont, County Attorney

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Exhibit A to Resolution No. 1267-R2024

Joinder Agreement
Among
Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, Nutramax Land Holdings, Inc., and Airmax, LLC d/b/a Airmax SC, LLC, and Nutramax Distribution, LLC, all as Sponsor or Sponsor Affiliate, and
Nutramax Laboratories Consumer Care, Inc.

Reference is made to that certain Fee Agreement, dated as of November 26, 2018 ("2018 Fee Agreement") and subsequently amended by a First Amendment dated as of January 24, 2022 ("First Amendment") and a Second Amendment dated as of June 16, 2022 ("Second Amendment"), among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, Nutramax Land Holdings, Inc., Airmax, LLC d/b/a Airmax SC, LLC and Nutramax Distribution, LLC. all as Sponsor or Sponsor Affiliate, and Lancaster County, South Carolina ("County") (together, the 2018 Fee Agreement, First Amendment and the Second Amendment are referred to as the "Fee Agreement").

1. **Joinder to the Amended Fee Agreement**.

Nutramax Laboratories Consumer Care, Inc., a South Carolina corporation, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except as set forth herein; and (b) acknowledges and agrees that (*i*) in accordance with the Fee Agreement, Nutramax Laboratories Consumer Care, Inc., has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project (as defined in the Fee Agreement) and such designation is subject to the approval of the County by the passage of a resolution by the County Council which has been or will be obtained; (*ii*) Nutramax Laboratories Consumer Care, Inc. qualifies or will qualify as a Sponsor Affiliate under the Amended Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (*iii*) Nutramax Laboratories Consumer Care, Inc. shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Amended Fee Agreement, except as set forth herein.

2. **Capitalized Terms**.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Amended Fee Agreement.

3. **Governing Law**.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. **Notice.**

Notices under Section 12.06 of the Amended Fee Agreement shall be sent to:

Nutramax Laboratories Consumer Care, Inc.
946 Quality Drive
Lancaster, SC 29720
Attn: Brett Corbly, General Counsel

With a copy to counsel (which shall not constitute notice):

K&L Gates, LLP
300 South Tryon Street
Suite 1000
Charlotte, NC 28202
Attn: Stephen R. McCrae, Jr., Esq.

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of December 14, 2023.

Nutramax Laboratories Consumer Care, Inc.

By: _____
Name:
Authorized Representative for Nutramax Laboratories Consumer Care, Inc.

Nutramax Manufacturing, Inc.

By: _____

Its: _____

Nutramax Laboratories, Inc.

By: _____

Its: _____

Nutramax Properties, LLC

By: _____

Its: _____

Nutramax Land Holdings, Inc.

By: _____

Its: _____

AIRMAX, LLC
d/b/a AIRMAX SC, LLC

By: _____
Its: _____

Nutramax Distribution, LLC

By: _____
Its: _____
Effective December 14, 2023

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Agenda Item Summary

Ordinance # / Resolution #: Resolution 1263-R2024
Contact Person / Sponsor: Amy Carnes / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve Resolution 1263-R2024 for Project Aurora.

There is also a Companion Ordinance 2024-1915 to this Resolution.

Strategic Plan Focus Area Alignment:

Quality Development
Diversity the local economy through targeted attraction of job producers and support businesses that are well-matched to the local workforce and economic needs.

Points to Consider:
Project Aurora is an expansion of a Lancaster County Company that was founded 30 years ago and employs over 100 people in the County. The Company has been an integral part of both the business and local community. Having especially strong ties with the schools in the County.

Funding and Liability Factors:
The Project will be located in a multi-county park. To defray or reimburse the Costs of Special Source Improvements with respect to the Project, the County will agree to provide, and the Company shall, subject to the provisions of **Section 3.02** hereof, receive, Special Source Revenue Credits in two tiers:
SSRC 1) The first tier of Special Source Revenue Credits ("SSRC I") shall be equal to the difference between the gross FILOT Payments that would be due under this Agreement and the FILOT Payments that would be due if calculated using a fixed millage rate of .34550 plus any millage which may hereafter be imposed for the specific purpose of providing fire, EMS or stormwater services. SSRC I shall be provided for a period of twenty (20) consecutive tax years, to be applied to any investment in the Project by the Company and any Project Affiliate during the Investment Period

SSRC 2) shall be equal to twenty-five percent (25%) of FILOT Payments (as reduced by SSRC I) due under this Agreement for a period of five (5) consecutive tax years.

Recommendation:
The Department of Economic Development recommends approval of this Resolution.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1263-R2024	7/11/2024	Resolution

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

RESOLUTION 1263-R2024

A RESOLUTION

TO STATE THE COMMITMENT OF LANCASTER COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH AN ENTITY IDENTIFIED BY THE COUNTY AS PROJECT AURORA, INCLUDING ANY RELATED OR AFFILIATED ENTITIES; TO PROVIDE THE GENERAL TERMS OF THE SPECIAL SOURCE REVENUE CREDIT AGREEMENT; AND TO STATE THE COMMITMENT OF LANCASTER COUNTY TO PLACE PROPERTY OWNED OR LEASED BY PROJECT AURORA IN A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK.

WHEREAS, Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered to establish a multicounty industrial or business park (an "MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits ("SSRCs") pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving or expanding (*i*) infrastructure serving the project, or (*ii*) improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, through which powers the commercial and industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, a company, whose identity is confidential at this time but will be referred to in this Resolution as Project Aurora, (the "Company"), is considering the acquisition, construction and installation of a project upon certain property within the County (the "Project"), *provided, that,* the County enters into certain incentive arrangements with the Company as set forth herein;

WHEREAS, the Project is expected to result in the aggregate investment in real and personal property of at least $8,000,000 and to result in the creation of at least 10 new full-time jobs in the Project in the County;

WHEREAS, the Company has requested that the County (i) provide SSRCs with respect to the Project and (ii) include the location of the Project in an MCP established pursuant to the MCP Act;

WHEREAS, the Council intends by this Resolution to commit to the Company to (i) enter into a Special Source Revenue Credit Agreement ("SSRC Agreement") for the Project that provides SSRC incentives, and (ii) include the Project property in an MCP established pursuant to the MCP Act.

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

1. Council commits to provide SSRC incentives for the Project, the terms of which shall be set forth in a SSRC Agreement in form and manner satisfactory to the County and the Company containing substantially the following terms:

a. an investment period (the "Investment Period") which shall commence on January 1, 2024 and end on December 31, 2029;

b. for FILOT Payments due by the Company and/or any affiliates with respect to the Project, SSRCs provided in two tiers:

i. SSRC I shall be equal to the difference between the gross FILOT Payments that would be due under the SSRC Agreement and the FILOT Payments that would be due if calculated using a fixed millage rate of .34550 plus any millage which may hereafter be imposed for the specific purpose of providing fire, EMS or stormwater services, such SSRC I to be provided for a period of twenty (20) consecutive tax years and to be applied to any investment in the Project by the Company and any Project Affiliate during the Investment Period.

ii. SSRC II shall be equal to twenty-five percent (25%) of FILOT Payments (as reduced by SSRC I) due under the SSRC Agreement for a period of five (5) consecutive tax years.

c. the Company's commitment to invest, or cause investment of, at least $8,000,000 in the aggregate, by itself and/or any affiliates in the Project not later than the end of the initial Investment Period and to maintain such investment for so long as the Special Source Revenue Credits are scheduled to be provided by the County (the "Minimum Contractual Investment Requirement"), and the Company's commitment to create at least ten (10) new full-time jobs at the Project in the County by no later than the end of the initial Investment Period and to maintain such jobs for so long as the Special Source Revenue Credits are scheduled to be provided by the County (the "Minimum Contractual Jobs Requirement"); provided, in the event either (1) the Company fails to comply with the Minimum Contractual Investment Requirement or, (2) the Company fails to comply with the Minimum Contractual Jobs Requirement, the SSRCs applicable to each FILOT Payment shall be terminated on a retroactive and prospective basis, and the Company, and any affiliate who previously received the benefit of any SSRCs, shall pay to the County the difference between the FILOT Payments theretofore actually paid after taking into account any SSRCs that did apply to such FILOT Payments, and the FILOT Payments which would have been paid in the absence of any SSRCs, together with interest on such difference calculated in the manner as provided in Section 12-54-25 of the Code, or any successor Code provision;

d. Provisions requiring the Company and any affiliate to provide documentation to the County Economic Development Director to prove compliance by the Company and any sponsor affiliate with the Minimum Contractual Jobs Requirement. The documentation may include providing completed South Carolina Department of Revenue job tax credit forms, such as form TC-4, and completed South Carolina Department of Employment and Workforce quarterly contribution and wage reports, such as form CUE 120. In lieu of providing any of the forms specifically identified in this item 1.d., the Company and

the County Economic Development Director may agree on an alternative method for the Company and any sponsor affiliate to demonstrate compliance with the Minimum Contractual Jobs Requirement.

e. the commitment of the Company to reimburse the County for its administrative expenses associated with the review, negotiation and preparation of all documentation and authorizing proceedings, including attorney's fees, related to the SSRC Agreement, the location of the Project and the land on which the Project is now, or hereafter to be located, within the boundaries of a MCP, and for the County's administrative expenses associated with the annual computation and provisions of the SSRCs.

2. Council shall use its best efforts to include the land on which the Project is now, or hereafter to be, located in an MCP, if not already included in an MCP. The period of time for inclusion of the land in an MCP shall be for a period at least as long as the period the SSRC Agreement is effective.

3. Council's commitments and agreements contained in Section 2 above are subject to the exercise of discretion by granting or approving entities other than the County and the exercise of that discretion is not controlled by the County.

4. Council shall approve the SSRC Agreement, and any other agreement or document contemplated by this Resolution, in accordance with South Carolina law and the rules and procedures of the Council.

5. Council finds that (*i*) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally, (*ii*) the Project gives rise to no pecuniary liability of the County or incorporated municipality and to no charge against the general credit or taxing power of either the County or any incorporated municipality, (*iii*) the purposes to be accomplished by the Project are proper governmental and public purposes, and (*iv*) the benefits of the Project to the public are greater than the costs to the public.

6. To the extent this Resolution contains provisions that conflict with other orders, resolutions, and parts thereof, the provisions contained in this Resolution supersede all other orders, resolutions and parts thereof and this Resolution is controlling.

7. This Resolution takes effect upon its adoption.

[Signatures follow on next page]

AND IT IS SO RESOLVED

Dated this ___ day of _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

[SEAL]

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

Attest:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
Ginny L. Merck-Dupont, County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1915
Contact Person / Sponsor: Amy Carnes / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve the First Reading of Ordinance 2024-1915 on July 15, 2024, followed by Second reading on August 12, 2024 and Public Hearing and Third Reading on August 26, 20254, at which time the company's name would be revealed.

There is also a Companion Inducement Resolution 1263-R2024 to this Ordinance.

Strategic Plan Focus Area Alignment:

Quality Development
Diversity the local economy through targeted attraction of job producers and support businesses that are well-matched to the local workforce and economic needs.

Points to Consider:
The Project is expected to result in the aggregate investment in real and personal property of at least $8,000,000 and to result in the creation of at least 10 new full-time jobs in the Project in the County.

Funding and Liability Factors:
The Project will be located in a multi-county park. To defray or reimburse the Costs of Special Source Improvements with respect to the Project, the County will agree to provide, and the Company shall, subject to the provisions of **Section 3.02** hereof, receive, Special Source Revenue Credits in two tiers:
SSRC 1) The first tier of Special Source Revenue Credits ("SSRC I") shall be equal to the difference between the gross FILOT Payments that would be due under this Agreement and the FILOT Payments that would be due if calculated using a fixed millage rate of .34550 plus any millage which may hereafter be imposed for the specific purpose of providing fire, EMS or stormwater services. SSRC I shall be provided for a period of twenty (20) consecutive tax years, to be applied to any investment in the Project by the Company and any Project Affiliate during the Investment Period

SSRC 2) shall be equal to twenty-five percent (25%) of FILOT Payments (as reduced by SSRC I) due under this Agreement for a period of five (5) consecutive tax years

Recommendation:
The Department of Economic Development recommends approval of this Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1915	7/9/2024	Ordinance
Exhibit A to Ordinance 2024-1915 - Special Source Revenue Credit Agreement	7/11/2024	Exhibit

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2024-1915

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND PROJECT AURORA, AN ENTITY PREVIOUSLY IDENTIFIED BY THE COUNTY AS PROJECT AURORA, INCLUDING ANY RELATED OR AFFILIATED ENTITIES, PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings and Determinations; Purpose.

A. The Lancaster County Council finds and determines that:

1. Lancaster County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits ("SSRCs") pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (*i*) infrastructure serving the project, or (*ii*) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise, through which powers the commercial and industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

2. Project Aurora, a South Carolina corporation, on its own or together with one or more of its subsidiaries, affiliates, successors, assigns, sponsors, lessors, and others (collectively, the "Company"), has committed to invest at least $8,000,000 and create at least ten (10) full-time jobs in the County (the "Project").

B. It is the purpose of this ordinance to approve a Special Source Revenue Credit Agreement with the Company under the MCP Act that provides for SSRCs against the FILOT Payments to be made by the Company and commits the County to locate the Project in an MCP.

Section 2. Additional Findings.

County Council makes the following additional findings:

(a) The Project will constitute a "project" as the term is referred to and defined in the MCP Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the MCP Act.

(b) The Project and the payments in lieu of taxes anticipated to be paid in connection therewith are beneficial to the County, and the County has evaluated the Project based upon all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. Approval of Special Source Revenue Credit Agreement.

The form, terms, and provisions of the Special Source Revenue Credit Agreement ("SSRC Agreement"), attached hereto as Exhibit A, are approved, and all of the terms, provisions, and conditions thereof are incorporated herein by reference as if the SSRC Agreement were set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the SSRC Agreement in the name of and on behalf of the County, and thereupon to cause the SSRC Agreement to be delivered to the Company. The SSRC Agreement is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such officer's approval of any and all changes or revisions therein from the form of the SSRC Agreement attached to this ordinance.

Section 4. Economic Development Fund.

(a) Council finds that (*i*) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (*ii*) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities applicable to fee-in-lieu of tax arrangements and multi-county parks.

(b) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new FILOT Payments that the County receives pursuant to the SSRC Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the SSRC Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 5. Authority to Act.

The Council Chair, Council Secretary, Clerk to County Council, County Administrator, County Attorney and all other appropriate officials of the County are (and each acting individually is) hereby authorized, empowered and directed to take such actions and to execute such agreements, certificates, or other documents as may be necessary to effectuate the purposes of this ordinance, and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 6. Severability.

If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Conflicting Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

[Execution page follows]

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 15, 2024
Second Reading: August 12, 2024
Public Hearing: August 26, 2024
Third Reading: August 26, 2024

Approved as to form:

_____
Ginny L. Merck-Dupont, County Attorney

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Exhibit A to Ordinance No. 2024–1915

Special Source Revenue Credit Agreement
[Project Aurora]

See attached.

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SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

[PROJECT AURORA]

and

[SPONSOR AFFILIATES]

Dated as of _____ ___, 2024

NOTICE: THIS AGREEMENT INCLUDES REPORTING REQUIREMENTS TO BE MADE BY [PROJECT AURORA] INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENTS SET FORTH IN SECTION 3.02 HEREIN.

SUMMARY OF CERTAIN REPORTING REQUIREMENTS

- Each year during the term of this Agreement, the Company shall deliver, in the manner set forth in **Section 3.02(e)**, to the County Auditor, the County Assessor, and County Director of Economic Development a copy of any property tax form or return it files with the South Carolina Department of Revenue with respect to the Project within five (5) days of delivery thereof to the South Carolina Department of Revenue. The County and the Company expect such tax forms or returns to include, but not be limited to, the South Carolina Department of Revenue Form PT-300 and any applicable schedules thereto (or such successor forms and schedules as may be promulgated by the South Carolina Department of Revenue from time to time), which such form, under current laws and regulations, and subject to certain exceptions, must be filed with the South Carolina Department of Revenue by April 30th of each year (such date being the last day of the fourth month following the Company's closing date for income tax purposes).

- During the term of this Agreement through the end of the Credit Period, the Company shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a Property Tax Year, beginning May 31, 2025, the annual investment and jobs information contained in **Exhibit B** attached hereto.

- Information, returns, certifications or other reports to be provided to the County Auditor or County Assessor pursuant to **Section 3.02** shall be in writing and delivered either:

(i) by trackable mail or delivery service to the appropriate County official, addressed as follows:

Lancaster County, South Carolina
Attn.: County [Auditor][Assessor]
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina 29721

or

(ii) by e-mail to the County Auditor or Deputy County Auditor, and e-mail to the County Assessor or Deputy County Assessor, provided delivery by e-mail shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the County Auditor's office and the County Assessor's office, as applicable.

- Information, returns, certifications or other reports to be provided to the County Director of Economic Development pursuant to **Section 3.02** shall be in writing and delivered either:

(A) by trackable mail or delivery service to the Economic Development Director, addressed as follows:

Lancaster County, South Carolina
Attn.: Economic Development Director
P.O. Box 1809 (29721)
1033 W. Meeting Street (29720)
Lancaster, South Carolina 29721

or

(B) by e-mail to the Economic Development Director; provided, delivery by e-mail shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the Lancaster County Department of Economic Development.

Verbal communication shall not qualify as "delivery" of the information, returns, certifications, or other reports required to be provided under **Section 3.02**.

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT, dated as of _____ ___, 2024 (as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof, the "Agreement"), is by and between LANCASTER COUNTY, SOUTH CAROLINA (the "County"), a body politic and corporate, and a political subdivision of the State of South Carolina, and [PROJECT AURORA], a South Carolina corporation (the "Company").

W I T N E S S E T H :

WHEREAS, the County, acting by and through its County Council (the "County Council") is authorized and empowered to establish a multicounty park ("MCP" or "Park") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and also authorized to provide special source revenue credits pursuant to Sections 4-1-170, 4-1-172, 4-1-175 and 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the "MCP Act") against fee-in-lieu of tax ("FILOT") payments ("FILOT Payments") made pursuant to the MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding (*i*) infrastructure serving the project, or (*ii*) improved or unimproved real estate and personal property, including machinery and equipment used in the operation of a manufacturing or commercial enterprise ("Special Source Improvements"), through which powers the industrial development of South Carolina and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and the County and thus to utilize and employ the workforce, products, and natural resources of South Carolina to benefit the general public welfare of the County by providing services, employment, and other public benefits not otherwise provided locally; and

WHEREAS, the Company, together with any Project Affiliates (collectively, previously identified by the County as Project Aurora) commits to invest at least $8,000,000 and create at least ten (10) full-time jobs in the County in the Project (as defined herein); and

WHEREAS, the County previously placed the Project Site in the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina (the "Master MCP Agreement") pursuant to Lancaster County Ordinance No. 2016-1407 enacted on September 12, 2016 and pursuant to Chesterfield County Resolution No. 2016-11 adopted on September 7, 2016; and

WHEREAS, in accordance with the MCP Act, real and personal property having a *situs* in a multi-county park in the County is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the County in the total amount equivalent to the *ad valorem* taxes or other fee in lieu of tax payments that would have been due and payable with respect to the real and personal property but for the location of the real and personal property within the multi-county park and the exemption; and

WHEREAS, the County has determined to maintain inclusion of the Project Site (as defined herein) in the Master MCP Agreement, if such property is not already so included, and to maintain the Project Site in the Master MCP Agreement, or a replacement or successor multi-county park, in order to facilitate the provision of, and receipt by, the Company of the special source revenue credits set forth in greater detail herein; and

WHEREAS, the County, as inducement for the location of the Project in the County, and in accordance with the MCP Act, has determined that the County shall provide, and the Company shall receive, special source revenue credits against each FILOT Payment due from the Company with respect to the Project, all as set forth in greater detail herein; and

WHEREAS, the County Council has authorized the execution and delivery of this Agreement by Ordinance No. 2024-1915 enacted by the County Council on _____ ___, 2024.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the above recitals which are incorporated herein by reference, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The defined terms in this Agreement shall for all purposes of this Agreement have the meanings specified in the recitals above and in this **Article I**, unless the context clearly otherwise requires. Except where the context otherwise requires, (*i*) words importing the singular number shall include the plural number and *vice versa*, and (*ii*) the words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

"Affiliate" means any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company, or which now or hereafter is owned in whole or in part by the Company, or by any partner, shareholder or owner of the Company, as well as any corporation, limited liability company, partnership or other Person, which now or hereafter bears a relationship to the Company, as described in Sections 267(b) and 707(b) of the Internal Revenue Code.

"Code" means the Code of Laws of South Carolina 1976, as amended.

"Company" means [Project Aurora], a South Carolina corporation, and its successors and assigns.

"Costs of Special Source Improvements" means all of the costs of designing, acquiring, constructing, improving, equipping or expanding the Special Source Improvements, whether incurred prior to or after the date of this Agreement, and shall be deemed to include, but not be limited to: (a) existing buildings and building improvements together with all existing machinery and equipment; (b) obligations incurred for labor, materials, and other expenses to builders and materialmen in connection with the acquisition, construction, and installation of the Special Source Improvements; (c) the cost of construction bonds and of insurance of all kinds that may be required or necessary during the course of construction and installation of the Special Source Improvements, which is not paid by the contractor or contractors or otherwise provided for; (d) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefore, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition, construction, and installation of the Special Source Improvements; and (e) all other costs which shall be required under the terms of any contract for, or incurred in connection

with, the designing, acquisition, construction, equipping and installation of the Special Source Improvements.

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

"*Full-Time Jobs*" means full-time jobs *(i.e.,* at least thirty (30) hours per week) maintained by Company for the Project, all with health care benefits available,. Full-Time Jobs does not include those jobs staffed using a temporary employment agency or staffing agency. Full-Time Jobs shall only include those employees who either: (i) are physically and actually located at the Project Site during working hours, or (ii) reside in the County if working remotely during working hours.

"*Investment Period*" means the period beginning on January 1, 2024 and ending December 31, 2029.

"*Master MCP Agreement*" has the meaning ascribed thereto in the recitals of this Agreement.

"*MCP Act*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Minimum Contractual Investment Requirement*" means the commitment of the Company to invest $8,000,000 in the Project during the Investment Period and to maintain such investment for so long as the Special Source Revenue Credits are scheduled to be provided pursuant to this Agreement. In determining whether the Company has complied with any Minimum Contractual Investment Requirement, the County shall take into account the investment made or maintained, as applicable, by any Project Affiliate and consider same as if such investment made or maintained, as applicable, was that of the Company.

"*Minimum Contractual Jobs Requirement*" means the commitment of the Company to create ten (10) Full-Time Jobs by the end of the Investment Period and to maintain ten (10) Full-Time Jobs for so long as the Special Source Revenue Credits are scheduled to be provided pursuant to this Agreement. In determining whether the Company has complied with the Minimum Contractual Jobs Requirement, the County shall take into account the jobs created or maintained, as applicable, by any Project Affiliate and consider same as if such jobs created or maintained, as applicable, were that of the Company.

"*Park*" has the meaning ascribed thereto in the recitals of this Agreement.

"*Person*" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a joint venture, a trust, any unincorporated organization, or a government or an agency or a political subdivision thereof.

"*Project*" means investment by the Company and any Project Affiliate in buildings and other improvements on the Project Site, machinery, apparatus, equipment, office facilities, and furnishings, but only to the extent such items are placed in service during the Investment Period.

"*Project Affiliate*" means any individual or entity that participates in the investment in the Project.

"Project Site" means the land more particularly described in **Exhibit A**, with a physical address of _____, and consisting of approximately _____ acres.

"Property Tax Year" means the annual period ending on December 31st of each year.

"Special Source Improvements" has the meaning ascribed thereto in the recitals of this Agreement.

"Special Source Revenue Credits" or "*SSRCs*" shall mean the special source revenue credits provided by the County and described in **Section 3.01** hereof.

"*SSRC I*" has the meaning ascribed thereto in **Section 3.01(b)(i).**

"*SSRC II*" has the meaning ascribed thereto in **Section 3.01(b)(ii).**

"State" means South Carolina.

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.01. Representations by the County. The County represents that (*i*) it is a body politic and corporate and a political subdivision of the State, (*ii*) it is authorized by the MCP Act to enter into this Agreement, (*iii*) it has approved this Agreement in accordance with the procedural requirements of the MCP Act and any other applicable state law, and (*iv*) it has authorized its officials to execute and deliver this Agreement.

SECTION 2.02. Representations by the Company. The Company makes the following representations:

(1) The Company is a corporation, duly organized, validly existing, and in good standing, under the laws of South Carolina, and is authorized to transact business in South Carolina, has power to enter into this Agreement, and by proper corporate action has authorized the respective Company official or officials signing this Agreement to execute and deliver this Agreement. The Company's fiscal year end is December 31st and the Company will notify the County of any changes in the fiscal year of the Company.

(2) The Special Source Revenue Credits provided by the County in the manner set forth in this Agreement have been instrumental to the Company in inducing the location of the Project in the County.

SECTION 2.03 Covenants by the County. The County will use its best efforts to maintain the Project Site in the Master MCP Agreement, or if not the Master MCP Agreement, a multi-county park, for the term of this Agreement.

ARTICLE III

FILOT PAYMENTS AND SPECIAL SOURCE REVENUE CREDITS

SECTION 3.01. FILOT Payments and Special Source Revenue Credits.

(a) Company acknowledges and agrees that under the MCP Act, the Project is exempt from *ad valorem* property taxes and that the Company is required to make annual FILOT Payments with respect to the Project in an amount equal to what the *ad valorem* property taxes would be if the Project Site were not included in the Master MCP Agreement, less the Special Source Revenue Credits provided in **Section 3.01(b)** below. The FILOT Payments to be made by the Company with respect to the Project under this Agreement shall be calculated in the same manner as *ad valorem* taxes and the Company shall receive, in addition to the Special Source Revenue Credits provided in **Section 3.01(b)** below, all other credits, exemptions, or reductions against *ad valorem* taxes or against payments in lieu of taxes due pursuant to the MCP Act allowed by law. County and Company acknowledge and agree that any exemption that would otherwise be allowed pursuant to Section 3(g), Article X of the Constitution of South Carolina and the exemptions allowed pursuant to Section 12-37-220(B)(32) and (34) of the Code shall be applied in the calculation of the FILOT Payments. The collection and enforcement of the FILOT Payments shall be as provided in Section 12-2-90 of the Code.

(b) To defray or reimburse the Costs of Special Source Improvements with respect to the Project, the County agrees to provide, and the Company shall, subject to the provisions of **Section 3.02** hereof, receive, Special Source Revenue Credits in two tiers:

(i) The first tier of Special Source Revenue Credits ("SSRC I") shall be equal to the difference between the gross FILOT Payments with respect to the Project that would be due under this Agreement and the FILOT Payments with respect to the Project that would be due if calculated using a fixed millage rate of .34550 plus any millage which may hereafter be imposed for the specific purpose of providing fire, EMS or stormwater services. SSRC I shall be provided for a period of twenty (20) consecutive tax years, to be applied to any investment in the Project by the Company and any Project Affiliate during the Investment Period (the "Credit Period"), beginning with the FILOT Payment due from the Company for tax year 2025 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2026 for tax year 2025) and ending with the FILOT Payment due from the Company for tax year 2044 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2045).

(ii) The second tier of Special Source Revenue Credits ("SSRC II") shall be equal to twenty-five percent (25%) of FILOT Payments with respect to the Project (as reduced by SSRC I) due under this Agreement for a period of five (5) consecutive tax years, beginning with the FILOT Payment due from the Company for tax year 2025 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2026 for tax year 2025) and ending with the FILOT Payment due from the Company for tax year 2029 (*i.e.*, the FILOT Payment due to be paid without penalty on or before January 15, 2030).

To receive, in any year, the Special Source Revenue Credits provided in this **Section 3.01(b)**, the Company must provide the documentation required by **Section 3.02** below that the Company is in

compliance with the Minimum Contractual Investment Requirement and the Minimum Contractual Jobs Requirement.

(c) The Special Source Revenue Credits which the Company shall receive with respect to each tax year set forth above in **Section 3.01(b)** above shall be reflected by the County Auditor or other authorized County official or representative on each FILOT Payment bill sent to the Company by the County for each tax year, by reducing the FILOT Payment otherwise due from the Company for the tax year by the amount of Special Source Revenue Credits to be provided to the Company for the tax year.

(d) If **Section 3.01(b)** above, or the provision of the Special Source Revenue Credits is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, the County agrees to provide the Company with an incentive that is valid pursuant to such court ruling and commensurate to the nature and value of the benefits intended to be provided under this Agreement, to the maximum extent legally permitted.

(e) THIS AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS PROVIDED HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY AND ARE PROVIDED BY THE COUNTY SOLELY FROM THE FILOT PAYMENTS MADE BY THE COMPANY WITH RESPECT TO THE PROJECT AND DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED IN CONNECTION WITH THE PROVISION OF THE SPECIAL SOURCE REVENUE CREDITS HEREUNDER.

(f) In accordance with the MCP Act, the Special Source Revenue Credits authorized herein shall not, in the aggregate, exceed the aggregate Cost of Special Source Improvements funded from time to time in connection with the Project by the Company.

(g) Notwithstanding any other provision of this Agreement, the Company acknowledges and agrees that County's obligation to provide the Special Source Revenue Credits ends, and this Agreement is terminated, if the Company ceases operation of the Project. For purposes of this **Section 3.01(g)**, "**cease operations**" means closure of the Project for a period of 365 consecutive days. The Company agrees that if this Agreement is terminated pursuant to this **Section 3.01(g)**, that under no circumstance shall the County be required to refund or pay any monies to the Company.

(h) Notwithstanding any other provision of this Agreement, in the event either the Company fails to comply with the Minimum Contractual Investment Requirement, or the Company fails to comply with the Minimum Contractual Jobs Requirement, the Special Source Revenue Credits applicable to each FILOT Payment provided in **Section 3.01(b)** above shall be terminated on a retroactive and prospective basis, and the Company, and any affiliate who previously received the benefit of any SSRC, shall pay to the County the difference between the FILOT Payments theretofore actually paid after taking into account any SSRC that did apply to such FILOT Payments, and the FILOT Payments which would have been paid in the absence of any SSRC, together with interest on such difference calculated in the manner as provided in Section 12-54-25 of the Code, or any successor Code provision.

(i) If the Company has made a written election to include, as part of the Special Source Improvements, any personal property, and has provided notice to the County of such election, and the Company subsequently removes or disposes of such personal property from the Project during the term of this Agreement and has claimed Special Source Revenue Credits against FILOT Payments based on such personal property, then the Company is required to continue to make FILOT Payments on the removed personal property for the two years immediately following the year in which the Company removes such personal property from the Project. The amount of the FILOT Payments due on the removed personal property is equal to the FILOT Payments due on the personal property for the year in which the Company removes or disposes of the personal property. If the Company replaces such personal property with qualifying replacement property, as contemplated by the MCP Act, then the removed personal property is deemed not to have been removed from the Project. Notwithstanding anything in this subsection to the contrary, the Company shall be required to make the FILOT Payments required in this subsection only if and to the extent that the MCP Act so requires at the time the personal property in question is removed or disposed of.

(j) To the extent a Project Affiliate invests in the Project, the Project Affiliate shall receive the same Special Source Revenue Credit against its FILOT Payments as the Company receives pursuant to **Section 3.01(b)** above and subject to the same conditions and requirements applicable to the Company under this Agreement.

SECTION 3.02. Maintenance of Books and Records; Annual Reports; Examinations and Inspections; Confidential Information.

(a) The Company shall maintain, or cause to be maintained, such books and records with respect to the Project as will permit the identification of the portions of the Project placed in service, the amount of investment with respect thereto, any computations of the FILOT Payments and the Special Source Revenue Credits made by the Company hereunder, the Company's compliance with the Minimum Contractual Investment Requirement, and the Company's compliance with the Minimum Contractual Jobs Requirement. The Company agrees to comply with all reporting requirements of the State and the County applicable to FILOT property under the MCP Act, including without limitation the reports and returns required by Section 12-2-90 of the Code.

(b) A County Official may request and obtain such financial books and records from the Company that supports the respective returns of the Company as may be reasonably necessary to verify the calculations of the FILOT Payments by the Company or the Company's compliance with the Minimum Contractual Investment Requirement and the Company's compliance with the Minimum Contractual Jobs Requirement. For purposes of this Agreement, the term "County Official" includes the County Administrator, County Auditor, County Assessor, County Treasurer, and the County Director of Economic Development.

(c) Each year during the term hereof, the Company shall deliver, in the manner set forth in **Section 3.02(e)** below, to the County Auditor, the County Assessor, and County Director of Economic Development a copy of any property tax form or return it files with the South Carolina Department of Revenue with respect to the Project within five (5) days of delivery thereof to the South Carolina Department of Revenue. The County and the Company expect such tax forms or returns to include, but not be limited to, the South Carolina Department of Revenue Form PT-300 and any applicable schedules thereto (or such successor forms and schedules as may be promulgated by the South Carolina Department

of Revenue from time to time), which such form, under current laws and regulations, and subject to certain exceptions, must be filed with the South Carolina Department of Revenue by April 30th of each year (such date being the last day of the fourth month following the Company's closing date for income tax purposes).

(d) During the term hereof through the end of the Credit Period, the Company shall deliver to the County Auditor and the County Director of Economic Development on or before each May 31 following the end of a Property Tax Year, beginning with May 31, 2025, the annual investment and jobs information contained in Exhibit B attached hereto, which information is required by the County Auditor for a FILOT Payment bill to be prepared in accordance with this Agreement and **Section 3.01(a)** hereof. If the County incurs expenses in the computation, preparation and verification of the annual FILOT Payment bill, the Company agrees to reimburse the County for those expenses, including, but not limited to, expenses incurred by the County for accountants and similar experts (the "Administrative Expense Reimbursement").

(e) If any of the information, returns, certifications, or other reports set forth in this **Section 3.02** are not timely delivered, in writing, to the appropriate County officials, in addition to any other remedy available to the County, the County may withhold any Special Source Revenue Credits against the FILOT Payment due for Project property for the applicable Property Tax Year. In the event the Company fails to timely deliver any of the information, returns, certifications or other reports due by May 31, 2025 or May 31, 2026, the County shall re-instate the Special Source Revenue Credits for such Property Tax Years if such information, returns, certifications, or other reports are delivered, in writing, to the appropriate County officials by March 1, 2026 or March 1, 2027, respectively, failing which, in addition to any other remedy available to the County, the Special Source Revenue Credits against the FILOT Payments otherwise provided pursuant to this Agreement for such Property Tax Year shall be forfeited unless such non-compliance is waived by the County in its sole and absolute discretion pursuant to Section 6.14 of this Agreement. In the event the Company fails to timely deliver any of the information, returns, certifications or other reports due by May 1, 2027 or thereafter, in addition to any other remedy available to the County, the Special Source Revenue Credits against the FILOT Payments otherwise provided pursuant to this Agreement for such Property Tax Year shall be forfeited by the Company unless such non-compliance is waived by the County in its sole and absolute discretion pursuant to Section 6.14 of this Agreement.

To illustrate the provisions of this Section 3.02(e), the following examples are provided.

For Property Tax Year 2025, if the Company has not timely filed **Exhibit B** with the appropriate County officials by May 31, 2025, the County may issue the FILOT bill to the Company without any Special Source Revenue Credits applied. If the Company has still not timely filed **Exhibit B** with the appropriate County officials by March 1, 2026, the Company has forfeited all Special Source Revenue Credits for Property Tax Year 2025. If the Company instead files **Exhibit B** with the appropriate County officials on or before March 1, 2026, the County must re-instate the Special Source Revenue Credits for property Tax Year 2025.

For Property Tax Year 2027 if the Company has not timely filed Exhibit B with the appropriate County officials by May 31, 2027, the Company has forfeited all Special Source Revenue Credits for Property Tax Year 2027.

Information, returns, certifications or other reports to be provided to the County Auditor or County Assessor pursuant to this **Section 3.02** shall be in writing and delivered either:

(i) by trackable mail or delivery service to the appropriate County official, addressed as follows:

Lancaster County, South Carolina
Attn.: County [Auditor][Assessor]
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina 29721

or

(ii) by e-mail to the County Auditor or Deputy County Auditor, and e-mail to the County Assessor or Deputy County Assessor, provided delivery by e-mail pursuant to this **subsection (ii)** shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the County Auditor's office and the County Assessor's office, as applicable.

Information, returns, certifications or other reports to be provided to the County Director of Economic Development pursuant to this **Section 3.02** shall be in writing and delivered either:

(A) by trackable mail or delivery service to the Economic Development Director, addressed as follows:

Lancaster County, South Carolina
Attn.: Economic Development Director
P.O. Box 1809 (29721)
1033 W. Meeting Street (29720)
Lancaster, South Carolina 29721

or

(B) by e-mail to the Economic Development Director; provided, delivery by e-mail pursuant to this **subsection (B)** shall qualify as "delivery" hereunder only to the extent receipt of such e-mail is confirmed by return e-mail from the Lancaster County Department of Economic Development.

Verbal communication shall not qualify as "delivery" of the information, returns, certifications, or other reports required to be provided under this Section 3.02.

(f) The County acknowledges and understands that the information provided by the Company may contain, and the Company may have and maintain at the Project, certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the operations and processes of the Company ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant

detrimental impact on the employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County to not knowingly and willfully disclose the marked and identified Confidential Information to any Person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

ARTICLE IV

TRANSFERS OF PROJECT PROPERTY; ASSIGNMENT

SECTION 4.01. Transfers of Project Property; Assignment of Interest in this Agreement. The County hereby acknowledges that the Company may from time to time and, to the extent permitted by applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interests in this Agreement, in whole or in part, to one or more Persons without the consent of the County; *provided, however,* that any transfer or assignment by the Company or any Project Affiliate of all or any of their interest in this Agreement to any Person shall require the prior written consent or subsequent ratification of the County, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed and which shall be evidenced by resolution of County Council; and *provided, further,* that the Company shall provide written notice to the County Auditor and the County Assessor within sixty days of any such transfer or assignment. In the event the Company or Project Affiliate fails to obtain the prior written consent or subsequent ratification of the County of such transfer or assignment, or fails to provide written notice as described above to the County Auditor and the County Assessor of such transfer or assignment, the Special Source Revenue Credits against the FILOT Payments otherwise provided pursuant to this Agreement for the applicable Property Tax Year may be withheld by the County and not provided to such transferee or assignee.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Events of Default. If any party shall fail duly and punctually to perform any material covenant, condition, agreement or provision contained in this Agreement on the part of such party to be performed, which, except as otherwise provided in this Agreement, failure shall continue for a period of thirty (30) days after written notice by another party, specifying the failure and requesting that it be remedied, is given to the defaulting party by first-class mail, then such party shall be in default under this Agreement (an "Event of Default"); *provided, however,* that if any such failure is not, with due diligence, susceptible of cure within such 30-day period, then such defaulting party shall have a period of time not to exceed sixty (60) days from the date of such written notice by the other party to remedy such failure, unless such parties agree in a writing signed by all parties to an extension of such time prior to its expiration.

SECTION 5.02. Legal Proceedings. Upon the happening of any Event of Default by a party, then and in every such case each other party in its respective discretion may:

(1) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its rights and require the defaulting party to carry out any agreements with or for its benefit and to perform its duties under the MCP Act and this Agreement;

(2) bring suit upon this Agreement;

(3) exercise any or all rights and remedies provided by the applicable laws of South Carolina; or

(4) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 5.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the Company or the County is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 5.04. Nonwaiver. No delay or omission of the Company or the County to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this **Article V** to the Company or the County may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Termination This Agreement shall automatically terminate on the date upon which all Special Source Revenue Credits provided for in **Section 3.01** hereof have been provided to, and received by, the Company. Additionally, the County and the Company may jointly agree to terminate this Agreement at any time and the Company may, at its option, unilaterally terminate this Agreement at any time with respect to all, or any portion of the Project.

SECTION 6.02. Binding Effect; Successors and Assigns. This Agreement shall be binding, in accordance with its terms, and to the extent permitted by law, upon and inure to the benefit of the Company, the County and their respective successors and assigns. All covenants, stipulations, promises, and agreements contained in this Agreement, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County shall be transferred.

SECTION 6.03. Provisions of Agreement for Sole Benefit of the Company and the County. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Company and the County any right, remedy, or claim under or by reason of this

Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Company and the County.

SECTION 6.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal, invalid or unenforceable, the illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal, invalid or unenforceable provisions had not been contained herein so as to most closely effectuate the legal, valid and enforceable intent hereof and so as to afford the Company with the maximum benefits to be derived here from.

SECTION 6.05. No Liability for Personnel of the County, the Company or the Affiliated Company. No covenant or agreement contained in this Agreement is deemed to be a covenant or agreement of any elected official, member, agent, or employee of the County or its governing body or the Company or any of their respective officers, elected officials, employees, or agents in an individual capacity, and neither the members of the governing body of the County nor any official of the County or the Company executing this Agreement is liable personally on the Special Source Revenue Credits or this Agreement or subject to any personal liability or accountability by reason thereof.

SECTION 6.06. Notices. Unless otherwise provided in this Agreement, all notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (*i*) delivered or (*ii*) sent by United States first-class registered mail, postage prepaid, addressed as follows:

(a) As to the County:

Lancaster County
Attn.: County Administrator
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina

with a copy to (which shall not constitute notice for purposes of this Agreement):

Economic Development Director, Lancaster County
P.O. Box 1809 (29721)
1033 W. Meeting Street (29720)
Lancaster, South Carolina 29721

(b) As to [Project Aurora]:

_____
_____
_____, _____ _____

The County and the Company shall, by notice given under this **Section 6.06**, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 6.07. Administrative Fees. The Company shall reimburse, or cause reimbursement of, the County for reasonable expenses, including, reasonable attorneys' fees, related to review and approval of this Agreement, and any other documents related to this Agreement, and also for its administrative expenses (not to exceed $1,000 per year) associated with the annual computation of the Special Source Revenue Credits.

SECTION 6.08. Merger. This Agreement constitutes the entire agreement among the parties to it with respect to the matters contemplated in it, and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had among these parties are merged herein.

SECTION 6.09. Agreement to Sign Other Documents and to Take Further Action. The County agrees that it will from time to time execute and deliver such further instruments, in form and substance reasonably acceptable to it, and take such further action as may be reasonable and as may be requested by the Company as may be required to carry out the purpose of this Agreement. The requesting party shall reimburse, or cause reimbursement of, the County for reasonable attorneys' fees, related to review and negotiation of such further instruments. Such instruments or actions shall never create or constitute an indebtedness of the County within the meaning of any South Carolina constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County, other than against the FILOT Payments made by the Company with respect to the Project, or a charge against its general credit or taxing power or pledge the credit or taxing power of the County, the State, or any other political subdivision of the State.

SECTION 6.10. 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 does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

SECTION 6.11. Applicable Law. The laws of South Carolina govern the construction of this Agreement.

SECTION 6.12. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument. This Agreement may be circulated for signature through electronic transmission, including, without limitation, facsimile and e-mail, and all signatures so obtained and transmitted shall be deemed for all purposes under this Agreement to be original signatures and may be conclusively relied upon by any party to this Agreement.

SECTION 6.13. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 6.14. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving party.

SECTION 6.15. Further Proceedings. It is intended by the parties that any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the County without necessity of further proceedings. To the extent that additional proceedings are required

by law, however, the County agrees, to the extent permitted by law, to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

SECTION 6.16. Chamber Memberships. Company agrees to maintain a membership in the Lancaster County Chamber of Commerce for the Credit Period.

[Signature pages follow]

IN WITNESS WHEREOF, Lancaster County, South Carolina has caused this Agreement to be executed by its respective appropriate officials and its respective corporate seal to be hereunto affixed and attested effective the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____

Steve Harper, Chair, County Council

_____

Billy Mosteller, Secretary, County Council

[SEAL]

Attest:

_____

Sherrie Simpson, Clerk to Council,
Lancaster County, South Carolina

COMPANY SIGNATURE FOLLOWS ON NEXT PAGE.

IN WITNESS WHEREOF, [PROJECT AURORA] has caused this Agreement to be executed by its authorized officer, effective the day and year first above written.

[PROJECT AURORA]

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

[to be provided]

EXHIBIT B

ANNUAL INVESTMENT AND JOBS CERTIFICATION

To be Filed Annually, by May 31st, with:

Lancaster County, South Carolina
Attn.: County Auditor
P.O. Box 1809 (29721)
101 N. Main Street, 2nd Floor (29720)
Lancaster, South Carolina 29721

Lancaster County, South Carolina
Attn.: Economic Development Director
P.O. Box 1809 (29721)
1033 W. Meeting Street (29720)
Lancaster, South Carolina 29721

I _____, the _____ of [PROJECT AURORA] (the "Company"), do hereby certify in connection with the Special Source Revenue Credit Agreement dated as of _____, 2024 (the "Agreement") between Lancaster County, South Carolina and [PROJECT AURORA] (the "Company") as follows:

(1) As of December 31, 20__, the total amount of Special Source Revenue Credits received by the Company and any Project Affiliates is as follows:

Special Source Revenue Credits received by the Company	$ _____
+	
Special Source Revenue Credits received by Project Affiliates	$ _____
=	
Total Special Source Revenue Credits received	$ _____

(2) As of December 31, 20__, the total amount of investment in Costs of Special Source Improvements by the Company and any Project Affiliates is not less than $_____.

(3) As of December 31, 20__, the capital investment in the Project made and maintained by the Company and any Project Affiliates since January 1, 2024 is not less than $_____.

(4) As of December 31, 20__ the total number of Full-Time Jobs created and maintained by the Company and any Project Affiliates since January 1, 2024 at the Project Site is _____.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 20__.

[PROJECT AURORA]

By:_____
Name:_____
Its:_____

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1908 Second Amendment to Fee Agreement- Cooley Inc & FIP Master Funding VIII, Inc
Contact Person / Sponsor: Brian Fulk / Economic Development
Department: Economic Development
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve an additional investment of $9,000,000 while authorizing a corresponding Special Source Revenue Credit with the following timeline. After the current SSRC of 40% has expired on 1-15-2028, an additional SSRC of 25% will be applied through the FILOT payment due by 1-15-2033.

Strategic Plan Focus Area Alignment:

Quality Development
Diversity the local economy through targeted attraction of job producers and support businesses that are well-matched to the local workforce and economic needs.

Points to Consider:
Cooley, LLC and FIP Master Funding VIII, LLC is an existing company in Lancaster County. Part of a group that has been operating for nearly 100 years, it has operated in the County for over two decades and has consistently participated in philanthropic missions in Lancaster County. The company manufactures geo-membranes made from a diversity of proprietary polymer Chemistry formulas powered through state-of-the-art polymer extrusion equipment.

The additional investment in equipment will keep them competitive in their respective market.

Funding and Liability Factors:
Extension of Fee Agreement due to new investment.

Recommendation:
Staff recommends approval of this Economic Development Incentive second amendment request.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1908	6/25/2024	Ordinance
Exhibit A Second Amendment to Fee Agreement	6/25/2024	Exhibit
First Amendment to Fee Agreement 2-12-24	6/6/2024	Backup Material
Fee Agreement 12-14-2020	6/6/2024	Backup Material
Notice of Public Hearing for Ordinance 2024-1908	7/8/2024	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE 2024-1908**
COUNTY OF LANCASTER)

TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, COOLEY, INCORPORATED AND FIP MASTER FUNDING VIII, LLC; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

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

Section 1. Findings and Determinations

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and specifically Title 12, Chapter 44 of the Code (the "Fee in Lieu of Tax Simplification Act" or "FILOT Act"), to enter into agreements with business and industry, to offer certain privileges, benefits, and incentives as inducements for economic development within the County whereby the industry would pay fees in lieu of *ad valorem* taxes ("FILOT Payments") with respect to qualified business and industrial projects, through all such powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain and expand in the State and thus utilize and employ the workforce, products and resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally; and

(b) The County, acting by and through its Council, is authorized and empowered to establish, in conjunction with one or more other counties, multicounty parks (each, an "MCP") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended (the "MCP Act") to further the investment of capital and the creation of jobs in the County, and to facilitate the provision of special source revenue credits; and

(c) Section 12-44-70 of the FILOT Act, Section 4-1-175 of the MCP Act and Section 4-29-68 of the Code authorizes the Council to provide special source revenue credits ("SSRCs") that are applied against FILOT Payments made pursuant to the FILOT Act and MCP Act to reimburse a project for the costs of designing, acquiring, constructing, improving, or expanding, among other things, (*i*) infrastructure serving the project, or (*ii*) improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County; and

(d) Cooley, Incorporated and FIP Master Funding VIII, LLC (collectively, the "Companies"), are party to that certain Fee Agreement, dated as of December 14, 2020, by and among the Companies and the County, as (i) subsequently assigned to FIP Master Funding VIII, LLC by that certain Assignment of Fee Agreement and Special Source Revenue Credit Agreement dated as of December 30, 2022, pursuant to which the Companies committed to making investment in real and personal property located in the County (the "Project"), and (ii) subsequently amended by that First Amendment to the Fee Agreement dated as of

February 12, 2024 (the foregoing Fee Agreement as assigned and amended is referred to herein as the "Fee Agreement"); and

(e) The Companies and the County desire to amend the Fee Agreement to account for additional investment for the purpose of expanding the Project and, in conjunction therewith, adjust the approved SSRCs, pursuant to the terms and conditions of a Second Amendment to Fee Agreement by and among the Companies and the County, attached to this ordinance as Exhibit A (the "Second Amendment"); and

(f) It is the purpose of this ordinance to effectuate the approval of the Second Amendment.

Section 2. Statutory Findings

Council makes the following additional findings:

(a) The Project will constitute a "project" as referred to and defined in the FILOT Act, and the County's actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act.

(b) The Project and the FILOT Payments are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made.

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally.

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either.

(e) The purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes.

(f) The inducement of the location of the Project within the County and State is of paramount importance.

(g) The benefits of the Project to the public will be greater than the costs to the public.

Section 3. Approval of Second Amendment

The form, terms, and provisions of the Second Amendment (the "Second Amendment"), attached hereto as Exhibit A, are approved, and all the terms, provisions, and conditions thereof are incorporated herein by reference as if the Second Amendment were set out in this ordinance in its entirety. The Council Chair and Council Secretary are authorized, empowered, and directed to execute and acknowledge the Second Amendment in the name of and on behalf of the County, and thereupon to cause the Second Amendment to be delivered to the Company. The Second Amendment is to be in substantially the form as attached to this ordinance and hereby approved, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, such officer's execution thereof to constitute conclusive evidence of such official's

approval of any and all changes or revisions therein from the form of the Second Amendment attached to this ordinance.

Section 4. Economic Development Fund

(A) Council finds that (i) by passage of Ordinance No. 2014-1260, Council created an Economic Development Fund with the intent to make monies available to the fund from new revenues to the County derived from new and expanded businesses and industry, and (ii) the ability to make monies available to the Economic Development Fund can be difficult because of complexities and legalities application to fee-in-lieu of tax arrangements and multi-county parks.

(B) It is the intent of Council, in the annual County budget, to appropriate monies to the Economic Development Fund based on the new revenue that the County received pursuant to the Fee Agreement. Specifically, it is Council's intent to appropriate from the General Fund of the County an amount based on the following formula: Seven percent (7%) times the amount of money received pursuant to the Fee Agreement by the County after distribution to other taxing entities in the most recently completed tax year.

Section 5. Authority to Act

The Council Chair, Council Secretary, Clerk to County, County Administrator, County Attorney and all other appropriate officials of the County are (and each acting individually is) hereby authorized, empowered, and directed to take such actions and to execute such agreements, certificates, or other documents as may be necessary to effectuate the purposes of this ordinance, and the performance of all obligations of the County under and pursuant to the Second Amendment.

Section 6. Severability

If a section, phrase, sentence, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, the invalid or unconstitutional portion is deemed a separate, distinct, and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. Conflicting Provisions

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

Section 8. Effective Date

This ordinance is effective upon third reading.

[Signatures follow on next page]

AND IT IS SO ORDAINED

Dated this ____ day of _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 28, 2024
Second Reading: June 10, 2024
Third Reading: July 15, 2024

Public Hearing: July 15, 2024

Approved as to form:

_____
Ginny L. Merck-Dupont, County Attorney

Exhibit A to Ordinance 2024-1908

SECOND AMENDMENT

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SECOND AMENDMENT TO THE FEE AGREEMENT

This SECOND AMENDMENT TO THE FEE AGREEMENT (the "Second Amendment") is made and entered into as of July 15, 2024, by and among LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), COOLEY, INCORPORATED, a Rhode Island Corporation ("Sponsor"), and FIP MASTER FUNDING VIII, LLC, a Delaware limited liability company ("Sponsor Affiliate") (Sponsor and Sponsor Affiliate are collectively referred to herein as the "Companies").

RECITALS

WHEREAS, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), the County, Sponsor and RISC, LLC, a Delaware limited liability company, entered into a Fee Agreement dated as of December 14, 2020 (the "Original Fee Agreement"), for the purpose of, among other things, providing incentives in the form of a fee in lieu of tax arrangement and special source credits in connection with the "Project," as defined in the Fee Agreement;

WHEREAS, pursuant to the Act and Sections 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (the "SSRC Act"), the County is authorized to provide infrastructure improvement credits or special source revenue credits ("SSRCs") to the Sponsor for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding certain qualifying infrastructure;

WHEREAS, RISC, LLC assigned its interest in the Fee Agreement to K2 Lancaster, LLC, a limited liability company, by that certain Assignment and Assumption of Fee Agreement and Special Source Revenue Credit Agreement dated as of December 29, 2020; and

WHEREAS, K2 Lancaster, LLC assigned its interest in the Fee Agreement to FIP Master Funding VIII, LLC by that certain Assignment of Fee Agreement and Special Source Revenue Credit Agreement dated as of December 30, 2022; and

WHEREAS, the County, Sponsor, and Sponsor Affiliate entered into that certain First Amendment to the Fee Agreement dated February 12, 2024 (the "First Amendment"), which amended certain provisions of the Original Fee Agreement related to SSRCs and Full-Time Jobs (the Original Fee Agreement as amended by the First Amendment is referred to as the "Fee Agreement" hereunder)

WHEREAS, the County, pursuant to the SSRC Act, has previously provided SSRCs to the Sponsor in the Fee Agreement; and

WHEREAS, the Sponsor desires to make an additional investment for the purposes of expanding the Project (the "Expansion") and, in conjunction therewith, make additional adjustments to the SSRCs under the Fee Agreement; and

WHEREAS, in consideration of the Sponsor's continued and additional investment at the Project, the County and the Companies desire to amend the Fee Agreement so as to adjust the previously approved SSRCs.

SECOND AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Companies agree:

Section 1. *Incorporation of Recitals.* The above recitals are incorporated into this Second Amendment as if the recitals were set out in this Second Amendment in their entirety.

Section 2. *Recitals*. The second WHEREAS clause in the Recitals is amended to read:

"*WHEREAS, Sponsor proposes to expand certain of its business operations in the County in a facility constructed by Sponsor Affiliate and leased to Sponsor, as such facility may be subsequently expanded from time to time (as may be expanded, the "Project");*"

Section 3. *Statutorily Required Recapitulation*. Section 1.01(b)(7)(c) of the Fee Agreement is amended to read:

"*Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to: (i) fifty-eight percent (58%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payments due without penalty by January 15, 2022 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2024; (ii) forty percent (40%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payment due without penalty by January 15, 2025 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2028; and (iii) twenty-five percent (25%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payment due without penalty by January 15, 2029 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2033.*"

Section 4. *Investment by Company in Project.* Section 4.01(b) of the Fee Agreement is amended to read:

"*For the Project, Sponsor agrees and commits to the following aggregate Jobs Commitment: the creation and maintenance of the number of Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes:*

(1) to have employed in Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, an average of not less than sixty-two (62) in calendar year 2020 through calendar year 2022, and

(2) to have employed in Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, an average of not less than forty (40) in calendar year 2023 through calendar year 2031."

Section 5. *Payments in Lieu of Ad Valorem Taxes*.

(a) Section 5.01(d) of the Fee Agreement is amended to read:

"*Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to:*

(i) fifty-eight percent (58%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payments due without penalty by January 15, 2022 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2024;

(ii) forty percent (40%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payment due without penalty by January 15, 2025 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2028; and

(iii) twenty-five percent (25%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payment due without penalty by January 15, 2029 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2033.

Company agrees to maintain a membership in the Lancaster County Chamber of Commerce in any year in which it receives a Special Source Revenue Credit pursuant to this Section 5.01(d). At no time shall the aggregate Special Source Revenue Credits provided pursuant to this Section 5.01(d) exceed the aggregate cost of Infrastructure Improvements incurred by Sponsor and any other Co-Investors. The Special Source Revenue Credit provided in this Section 5.01(d) applies only to the Economic Development Property and does not apply to the Non-Qualifying Property or to any other property."

(b) Section 5.01(j) of the Fee Agreement is amended to read:

"*Notwithstanding any other provision of this Agreement, the Special Source Revenue Credits provided in Section 5.01(d) above are not applicable in any year immediately following a year in which the Company has failed to maintain the Jobs Commitment in Section 4.01(b) above.*

In addition, the twenty-five percent (25%) Special Source Revenue Credit set forth in Section 5.01(d)(iii) above to be provided with respect to the Negotiated FILOT Payments due without penalty by January 15, 2029 through January 15, 2033:

(a) shall not be provided in the event the Sponsor, collectively with Sponsor Affiliate and any other Co-Investors, does not invest at least nine million dollars ($9,000,000) in Economic Development Property by the end of the Investment Period; and

(b) shall not be provided with respect to any year immediately following a year in which the Sponsor, collectively with Sponsor Affiliate and any other Co-Investors, has failed to maintain an investment of at least nine million dollars ($9,000,000), without regard to depreciation, in Economic Development Property."

Section 6. *Payment of Expenses.* Upon submission by the County of appropriate documentation of the expenditure, the Sponsor agrees to reimburse the County, not later than sixty (60) days following such submission, for the County's reasonable unreimbursed actual costs incurred related to this Second Amendment. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney's fees.

Section 7. *Representations and Warranties; Confirmation.*

(A) Sponsor represents and warrants, as the basis for the undertakings on its part contained in this Second Amendment, that it (*i*) is a corporation organized and existing and in good standing under the laws of Rhode Island, (*ii*) is authorized to do business in South Carolina, (*iii*) has all requisite power to enter into this Second Amendment, and (*iv*) by proper action has been duly authorized to execute and deliver this Second Amendment.

(B) Sponsor Affiliate represents and warrants, as the basis for the undertakings on its part contained in this Second Amendment, that it (*i*) is a limited liability company organized and existing and in good standing under the laws of Delaware, (*ii*) is authorized to do business in South Carolina, (*iii*) has all requisite power to enter into this Second Amendment, and (*iv*) by proper action has been duly authorized to execute and deliver this Second Amendment.

(C) County represents and warrants, as the basis for the undertakings on its part contained in this Second Amendment, that it (*i*) is a body politic and corporate and a political subdivision of the State of South Carolina, (*ii*) is authorized by the Act and SSRC Act to enter into this Second Amendment, (*iii*) has approved this Second Amendment in accordance with the procedural requirements of the Act, the SSRC Act and any other applicable state law, and (*iv*) has authorized its officials to execute and deliver this Second Amendment.

(D) County, Sponsor, and Sponsor Affiliate acknowledge and confirm that (i) the Expansion, including any Equipment, improvements or other assets that constitutes Economic Development Property, is and shall be considered as part of the Project, and (ii) that all investments made by Sponsor, Sponsor, Affiliate, or any other Co-Investor in Economic Developer Property related to the Expansion during the Investment Period shall be included in any determination of whether Sponsor has fulfilled its commitment made in Section 4.01(a) to invest in the Project.

Section 8. *Multiple Counterparts.* This Second Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9. *Fee Agreement.* Except as specifically provided in this Second Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

SIGNATURE PAGES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Second Amendment to be effective as of the date first written above.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

[SEAL]

ATTEST:

_____
Sherrie Simpson, Clerk to Council

COMPANIES SIGNATURES FOLLOW ON NEXT PAGE.

COOLEY, INCORPORATED,
a Rhode Island corporation

By: _____

Name: _____

Title: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

FIP Master Funding VIII, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

FIRST AMENDMENT TO THE FEE AGREEMENT

This FIRST AMENDMENT TO THE FEE AGREEMENT (the "First Amendment") is made and entered into as of February __, 2024, by and among LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina ("County"), [redacted] Corporation ("Sponsor"), and [redacted] company ("Sponsor Affiliate") (Sponsor and Sponsor Affiliate are collectively referred to herein as the "Companies").

RECITALS

WHEREAS, pursuant to Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Act"), the County, Sponsor and [redacted] company, entered into a Fee Agreement dated as of December 14, 2020 (the "Fee Agreement"), for the purpose of, among other things, providing incentives in the form of a fee in lieu of tax arrangement and special source credits in connection with the "Project," as defined in the Fee Agreement;

WHEREAS, pursuant to the Act and Sections 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976, as amended (the "SSRC Act"), the County is authorized to provide infrastructure improvement credits or special source revenue credits ("SSRCs") to the Sponsor for the purpose of paying the cost of designing, acquiring, constructing, improving, or expanding certain qualifying infrastructure;

WHEREAS, [redacted] assigned its interest in the Fee Agreement to [redacted], a [redacted] company, by that certain Assignment and Assumption of Fee Agreement and Special Source Revenue Credit Agreement dated as of December 29, 2020; and

WHEREAS, [redacted] assigned its interest in the Fee Agreement to Sponsor Affiliate by that certain Assignment of Fee Agreement and Special Source Revenue Credit Agreement dated as of December 30, 2022; and

WHEREAS, the County, pursuant to the SSRC Act, has previously provided SSRCs to the Sponsor in the Fee Agreement; and

WHEREAS, pursuant to Section 4.01(b) of the Fee Agreement, the Sponsor agreed to have employed in Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, an average of: (i) not less than sixty-three (63) in calendar year 2020 through calendar year 2022; and (ii) not less than sixty-eight (68) in calendar year 2023 through calendar year 2026, but the Sponsor for various reasons, including, the COVID pandemic and other reasons outside the Company's control, did not create the requisite average number of Full-Time Jobs in calendar year 2020 through calendar year 2022, and does not anticipate creating the requisite average number of Full-Time Jobs in calendar year 2023 through calendar year 2026; and

WHEREAS, in consideration of the Sponsor's continued investment at the Project, the County and the Companies desire to amend the Fee Agreement so as to adjust the stated Jobs Commitment and previously approved SSRCs.

FIRST AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and the Companies agree:

Section 1. *Incorporation of Recitals.* The above recitals are incorporated into this First Amendment as if the recitals were set out in this First Amendment in their entirety.

Section 2. *Statutorily Required Recapitulation.* Section 1.01(b)(7)(c) of the Fee Agreement is amended to read:

> "Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to: (i) fifty-eight percent (58%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payments due without penalty by January 15, 2022 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2024; and (ii) forty percent (40%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payment due without penalty by January 15, 2025 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2028;"

Section 3. *Investment by Company in Project.* Section 4.01(b) of the Fee Agreement is amended to read:

> "For the Project, Sponsor agrees and commits to the following aggregate Jobs Commitment: the creation and maintenance of the number of Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes:
>
> (1) to have employed in Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, an average of not less than sixty-two (62) in calendar year 2020 through calendar year 2022, and
>
> (2) to have employed in Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, an average of not less than forty (40) in calendar year 2023 through calendar year 2026."

Section 4. *Payments in Lieu of Ad Valorem Taxes.*

(a) Section 5.01(d) of the Fee Agreement is amended to read:

> "Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to: (i) fifty-eight percent (58%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payments due without penalty by January 15, 2022 and ending not later than the Negotiated FILOT Payment due without penalty by January 15, 2024; and (ii) forty percent (40%) of the Negotiated FILOT Payments beginning not later than the Negotiated FILOT Payment due without penalty by January 15, 2025 and ending not later than the Negotiated FILOT Payment due without

penalty by January 15, 2028. Company agrees to maintain a membership in the Lancaster County Chamber of Commerce in any year in which it receives a Special Source Revenue Credit pursuant to this Section 5.01(d). At no time shall the aggregate Special Source Revenue Credits provided pursuant to this Section 5.01(d) exceed the aggregate cost of Infrastructure Improvements incurred by Sponsor and any other Co-Investors. The Special Source Revenue Credit provided in this Section 5.01(d) applies only to the Economic Development Property and does not apply to the Non-Qualifying Property or to any other property."

(b) Section 5.01(j) of the Fee Agreement is amended to read:

"Notwithstanding any other provision of this Agreement, the Special Source Revenue Credits provided in Section 5.01(d) above are not applicable in any year immediately following a year in which the Company has failed to maintain the Jobs Commitment in Section 4.01(b) above."

Section 5. *Payment of Expenses.* Upon submission by the County of appropriate documentation of the expenditure, the Sponsor agrees to reimburse the County, not later than sixty (60) days following such submission, for the County's reasonable unreimbursed actual costs incurred related to this First Amendment. The cost reimbursement is limited to County payments to third-party vendors, including, but not limited to, payments for attorney's fees.

Section 6. *Representations and Warranties.* (A) Sponsor represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (*i*) is a corporation organized and existing and in good standing under the laws of [redacted], (*ii*) is authorized to do business in South Carolina, (*iii*) has all requisite power to enter into this First Amendment, and (*iv*) by proper action has been duly authorized to execute and deliver this First Amendment.

(B) Sponsor Affiliate represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (*i*) is a limited liability company organized and existing and in good standing under the laws of [redacted], (*ii*) is authorized to do business in South Carolina, (*iii*) has all requisite power to enter into this First Amendment, and (*iv*) by proper action has been duly authorized to execute and deliver this First Amendment.

(C) County represents and warrants, as the basis for the undertakings on its part contained in this First Amendment, that it (*i*) is a body politic and corporate and a political subdivision of the State of South Carolina, (*ii*) is authorized by the Act and SSRC Act to enter into this First Amendment, (*iii*) has approved this First Amendment in accordance with the procedural requirements of the Act, the SSRC Act and any other applicable state law, and (*iv*) has authorized its officials to execute and deliver this First Amendment.

Section 7. *Multiple Counterparts.* This First Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 8. *Fee Agreement.* Except as specifically provided in this First Amendment, the Fee Agreement shall remain unchanged and in full force and effect.

SIGNATURE PAGES FOLLOW ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this First Amendment to be effective as of the date first written above.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

[SEAL]

ATTEST:

Sherrie Simpson, Clerk to Council

COMPANIES SIGNATURES FOLLOW ON NEXT PAGE.

FEE AGREEMENT

by and among

LANCASTER COUNTY, SOUTH CAROLINA,

[redacted]

and

[redacted]

Dated as of December 14, 2020

EXECUTION VERSION

FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of December 14, 2020, by and among LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"); [redacted] ("Sponsor"), a [redacted] limited liability company, and [redacted] ("Sponsor Affiliate"), a [redacted] corporation (collectively, Sponsor and Sponsor Affiliate are referred to as the "Companies").

RECITALS

WHEREAS, the County, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (*i*) to enter into agreements with certain entities to construct, operate, maintain, and improve industrial and commercial properties through which the economic development of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in South Carolina and thus utilize and employ South Carolina's workforce, agricultural products, and natural resources; (*ii*) to covenant with such entities to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "Fee-in-Lieu of Tax" or "FILOT"); and (*iii*) to maintain, create or expand, in conjunction with one or more other counties, multi-county business or industrial park;

WHEREAS, Sponsor proposes to expand certain of its business operations in the County in a facility constructed by Sponsor Affiliate and leased to Sponsor (the "Project");

WHEREAS, Sponsor anticipates that the Project will result in the creation of at least five (5) new, full-time jobs and an investment of at least $4,000,000 in the County;

WHEREAS, the County Council approved on [redacted] (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement;

WHEREAS, as a result of the Companies locating the Project in the County, the Companies requested that the County complete the FILOT arrangement referred to in the Inducement Resolution by entering into this Agreement with the Companies pursuant to the Act, and the Companies elect to enter into the FILOT arrangement with the County in an effort to implement the terms of the Project and allow the Companies to make FILOT payments pursuant to the Act;

WHEREAS, for the Project, the parties have determined, based on information provided by Sponsor, that Sponsor is a "Sponsor," Sponsor Affiliate is a "Sponsor Affiliate," and that some or all of the Project constitutes "Economic Development Property," all within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Companies, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of $1.00 in hand, duly paid by the Companies to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement:

LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina
[redacted] a Delaware limited liability company
[redacted] a [redacted] corporation

2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:

Lancaster County, South Carolina
[redacted]
Parcel Identification [redacted]

3. Minimum investment agreed upon: $2,500,000.

4. Length and term of this Agreement: Twenty (20) years for each annual increment of investment in the Project during the Investment Period.

5. Assessment ratio applicable for each year of this Agreement: 6%, except as otherwise provided in the Agreement.

6. Millage rate applicable for each year of this Agreement: 338.15 mills, except as otherwise provided in the Agreement.

7. Statements

(a) The Project is to be located in a multi-county park;
(b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;

(c) Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to fifty-eight percent (58%) of Negotiated FILOT Payments for seven (7) consecutive years beginning not later than with the Negotiated FILOT Payment due without penalty by January 15, 2022 and ending not later than with the Negotiated FILOT Payment due without penalty by January 15, 2028;

(d) Payment will not be modified using a net present value calculation; and

(e) Replacement property provisions will apply.

Section 1.02. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the recitals hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

"*Act*" or "*Simplified FILOT Act*" shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

"*Administration Expense*" shall mean the reasonable and necessary out-of-pocket expenses, including attorneys' fees, incurred by the County with respect to: (*i*) the preparation, review, approval and execution of this Agreement, (*ii*) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (*iii*) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

"*Affiliate*" shall mean any Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract, or otherwise.

"*Agreement*" shall mean this Fee Agreement by and among the County, Sponsor, and Sponsor Affiliate, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of December 14, 2020.

"*Co-Investor*" shall mean the Companies, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Sponsor or Sponsor Affiliate or of any other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds for, the Project. Sponsor, so long as it is a tenant of Sponsor Affiliate, and thereafter, Sponsor Affiliate shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent Sponsor or Sponsor Affiliate, as applicable, and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 5.01 hereof, comply with any additional notice requirements, or other

applicable provisions, of this Agreement and the Act. As of the original execution and delivery of this Agreement, the Companies are the only Co-Investors.

"*Code*" shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

"*Companies*" shall mean, collectively, Sponsor and Sponsor Affiliate, and their successors and assigns.

"*Confidential Information*" shall have the meaning set forth in Section 4.02(d) hereof.

"*County*" shall mean Lancaster County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"*County Council*" shall mean the governing body of the County and its successors.

"*Department of Revenue*" shall mean the South Carolina Department of Revenue.

"*Economic Development Property*" shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

"*Equipment*" shall mean all machinery, equipment, furnishings, and other personal property acquired by Sponsor and Sponsor Affiliate and installed as part of the Project during the Investment Period in accordance with this Agreement.

"*Event of Default*" shall mean an Event of Default as defined in Section 11.01 hereof.

"*Existing Property*" shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; *provided, however,* that Existing Property shall not include: (a) the Land (excluding existing improvements on the Land); (b) property acquired or constructed by Sponsor and Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; or (c) modifications which constitute an expansion of Existing Property.

"*FILOT*" shall mean the fee-in-lieu of taxes which the Companies are obligated to pay to the County pursuant to Section 5.01 hereof.

"*FILOT Payments*" shall mean the payments to be made by Sponsor and Sponsor Affiliate or any other Co-Investor with respect to its respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01(b)(ii) hereof or as payments in lieu of *ad valorem* taxes made pursuant to Section 5.01(b)(i) hereof.

"*Full-Time Job*" means a full-time job (*i.e.*, at least thirty (30) hours per week), with health care benefits. Jobs relocated from other states to the Project shall be counted as Full-Time Jobs if the relocated job meets the Wage Requirement. All persons filling the Full-Time Job positions must be authorized pursuant to state and federal law to be employed in the United States and not less than ninety percent (90%) of the persons filling the Full-Time Job positions must be U.S. citizens.

"*Infrastructure Improvements*" shall mean, pursuant to Section 4-29-68(A)(2) of the Code, Sponsor's, Sponsor Affiliate's or any other Co-Investor's, costs of designing, acquiring, constructing, improving or expanding (a) the infrastructure serving the Project, or (b) improved or unimproved real estate and personal property including machinery and equipment used in the operation of the Project, or (c) other qualifying investments under Section 12-44-70 of the Code and Section 4-1-175 of the Code serving the Project.

"*Investment Period*" shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the Property Tax Year in which the initial Economic Development Property comprising all or a portion of the Project is placed in service, unless extended by agreement of the Companies and the County pursuant to Section 12-44-30(13) of the Code.

"*Jobs Commitment*" shall mean the commitment of Sponsor to create jobs with respect to the Project as set forth in Section 4.01(b) of this Agreement.

"*Land*" shall mean the real estate upon which the Project is to be located. More specifically, the real estate located [redacted] identified with Parcel Identification [redacted], with a physical address of [redacted], and consisting of approximately [redacted] acres. Additional real estate may be included by amendment as provided in the Section 12.12 of this Agreement.

"*Multi-County Park*" means, initially, with respect to the Land, the multi-county park established pursuant to the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Amended and Restated as of November 9, 2015, and thereafter any Park which hereafter includes the Land and which is designated by the County as such pursuant to any Park agreement which replaces or succeeds the Amended and Restated Master Multi-County Park Agreement between Chesterfield County, South Carolina and Lancaster County, South Carolina, Amended and Restated as of November 9, 2015.

"*Multi-County Park Act*" shall mean Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution, as amended through the date hereof.

"*Negotiated FILOT*" shall have the meaning set forth in Section 5.01(b)(ii) hereof.

"*Negotiated FILOT Payment*" shall mean the FILOT due pursuant to Section 5.01(b) hereof with respect to that portion of the Project consisting of Economic Development Property.

"*Non-Qualifying Property*" shall mean that portion of the Project consisting of: (*i*) property as to which the Companies incurred expenditures prior to the Investment Period or, except as to Replacement Property, after the end of the Investment Period; (*ii*) Existing Property; and (*iii*) any Released Property or other property which fails or ceases to qualify for Negotiated FILOT Payments, including without limitation property as to which the Companies have terminated the Negotiated FILOT pursuant to Section 4.03(iii) hereof.

"*Person*" shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

"*Project*" shall mean the Project, as defined in the recitals above, and shall include the Land, the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Sponsor, Sponsor Affiliate or any other Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including Equipment, and any Replacement Property.

"*Property Tax Year*" shall mean the annual period which is equal to the fiscal year of the Sponsor, Sponsor Affiliate, or any applicable other Co-Investor, as the case may be.

"*Released Property*" shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which Sponsor, Sponsor Affiliate, or any other Co-Investor dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

"*Replacement Property*" shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(g) hereof and Section 12-44-60 of the Code.

"*Special Source Revenue Credits*" shall mean the Special Source Revenue Credits described in Section 5.01(d) hereof.

"*Sponsor Affiliate*" shall mean [redacted] corporation, its successors and assigns, and any other Person who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of Section 8.04 of this Agreement.

"*State*" shall mean the State of South Carolina.

"*Term*" shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

"*Transfer Provisions*" shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

"*Wage Requirement*" means, for all periods ending on or before December 31, 2023, an hourly wage rate not less than $14.00, and for all periods ending after December 31, 2023, an hourly wage rate not less than $14.86.

Section 1.03. Singular and Plural Words; References to Agreement. Except where the context otherwise requires, (*i*) words importing the singular number shall include the plural number and *vice versa*, and (*ii*) the words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by County. The County represents and warrants that: (*i*) it is a body politic and corporate and a political subdivision of the State; (*ii*) it is authorized by the Act to enter into this Agreement; (*iii*) it has approved this Agreement in accordance with the procedural requirements of the Act and any other applicable state law; and (*iv*) it has authorized its officials to execute and deliver this Agreement.

Section 2.02. Representations and Warranties by Sponsor. Sponsor makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor is a limited liability company, validly existing and in good standing under the laws of [redacted] and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreement with the County with respect to the FILOT has been instrumental in inducing Sponsor to locate its portion of the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor is pending or threatened against or affecting Sponsor in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, Sponsor shall use commercially reasonable efforts to invest, collectively with Sponsor Affiliate and any other Co-Investors, at least two million five hundred thousand dollars ($2,500,000) in Economic Development Property by the end of the Investment Period. Investments made by Sponsor Affiliate and any other Co-Investors in Economic Development Property shall be included in the determination whether Sponsor has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of Sponsor, and accordingly the Property Tax Year with respect to Sponsor, for federal income tax purposes is a 52/53 week fiscal year ending December 31.

(f) Sponsor intends to operate the Project for the purpose of manufacturing. Sponsor had determined that the "Project" is a "project" under the Act and that some or all of the Project constitutes "economic development property" within the meaning of the Act.

Section 2.03. Representations and Warranties by Sponsor Affiliate. Sponsor Affiliate makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Sponsor Affiliate is a corporation, validly existing and in good standing under the laws of [redacted] and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreement with the County with respect to the FILOT has been instrumental in inducing Sponsor Affiliate to locate its portion of the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of Sponsor Affiliate are pending or threatened against or affecting Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, Sponsor Affiliate shall use commercially reasonable efforts to invest, collectively with any other Co-Investors, such amounts as required under the lease agreement it has entered into with the Sponsor, but in no event less than two million five hundred thousand dollars ($2,500,000). Investments made by Sponsor and any other Co-Investors in Economic Development Property shall be included in the determination whether Sponsor Affiliate has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of Sponsor Affiliate, and accordingly the Property Tax Year with respect to Sponsor Affiliate, for federal income tax purposes is a 52/53 week fiscal year ending September 30.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

Section 3.01. Agreement to Accept FILOT Payments. The County hereby agrees to accept FILOT Payments made by the Companies and any other Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

Section 3.02. No Warranties by County. The Companies acknowledge that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Companies' purposes or needs. No representation of the County is hereby made with regard to

compliance by the Project or any Person with laws regulating: (*i*) the construction or acquisition of the Project; (*ii*) environmental matters pertaining to the Project; (*iii*) the offer or sale of any securities; or (*iv*) the marketability of title to any property.

Section 3.03. Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Companies and any other Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Companies' decision to locate the Project within the County and that this Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies and any other Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Companies and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Companies and any other Co-Investors shall be entitled: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive other tax credits which would be due if the Companies and any other Co-Investors were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by each of the Companies or any other Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which the Company would have paid as *ad valorem* taxes, including all exemptions, credits, and depreciation for which the Company would have otherwise been eligible if it were obligated to pay *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Companies agree that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Companies or any other Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Sponsor, Sponsor Affiliate, or any other Co-Investor, as applicable, has otherwise complied with or provided satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04. Multi-County Park Status. The County agrees to use its best efforts to maintain the Land in the Multi-County Park until the date this Agreement is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park

designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

ARTICLE IV

INVESTMENT BY COMPANY IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Company in Project.

(a) For the Project, Sponsor agrees and commits to invest at least two million five hundred thousand dollars ($2,500,000) in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by Sponsor, Sponsor Affiliate or any other Co-Investor for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor, Sponsor Affiliate, and any other Co-Investor in Economic Development Property shall be included in any determination of whether Sponsor has fulfilled its commitment made in this Section 4.01(a) to invest in the Project.

(b) For the Project, together with any Sponsor Affiliates, Sponsor agrees and commits to the following aggregate Jobs Commitment: the creation and maintenance of the number of Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes:

(1) to have employed in Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, an average of not less than sixty-three (63) in calendar year 2020 through calendar year 2022, and

(2) to have employed in Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, an average of not less than sixty-eight (68) in calendar year 2023 through calendar year 2026.

The number of Full-Time Jobs shall be based on the average number of Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, for each month during the year.

Section 4.02. Reporting and Filing.

(a) The Companies agree to provide a copy of Form PT-443 filed with the Department of Revenue no later than thirty (30) days after execution and delivery of this Agreement to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County. Each year during the term of this Agreement, the Company shall deliver to the Auditor, Treasurer and Assessor of the County and any multi-county park partner county and the Economic Development Director of the County a copy of its most recent annual filings made with the Department of Revenue with respect to the Project, no later than thirty (30) days following delivery thereof to the Department of Revenue.

(b) (1) Sponsor agrees, as soon as reasonably practicable following the end of each tax year of the Sponsor, to submit to the County Economic Development Director a certification on Sponsor letterhead listing the amount of capital investment and aggregate Full-Time Jobs maintained by the Company at the end of such tax year.

(2) For purposes of determining compliance with the Jobs Commitment, Sponsor agrees to provide to the County Economic Development Director, by January 30 of each year, a copy of all of Sponsors' filings with the State (if required to file by the State) for the preceding calendar year including: (*i*) reports submitted to the South Carolina Coordinating Council for Economic Development with respect to any Job Development Credits awarded in connection with the Project; (*ii*) Department of Revenue Form SC SCH. TC 4 (New Jobs Credit); and (*iii*) South Carolina Department of Employment and Workforce quarterly contribution and wage reports (such as Form UCE 120). Sponsor agrees to redact any personally identifying information and proprietary and confidential information prior to submitting any form to the County Economic Development Director. In lieu of providing any of the forms specifically identified in this subsection, Sponsor and the County Economic Development Director may agree on an alternative method for Sponsor to demonstrate compliance with the Jobs Commitment.

(c) (1) Sponsor and Sponsor Affiliate agree to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act and this Agreement, including the reports described in subsection (a) and (b) of this section.

(2) Sponsor and Sponsor Affiliate agree that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all of the Sponsor's and Sponsor Affiliate's books and records pertaining to the Project. The right of examination and inspection shall be exercised only upon reasonable and necessary terms and conditions prescribed by Sponsor or Sponsor Affiliate, as applicable, to protect such company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project shall be at the County's expense.

(d) The County acknowledges and understands that Sponsor and Sponsor Affiliate may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning either Sponsor's or Sponsor Affiliate's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to Sponsor or Sponsor Affiliate and could have a significant detrimental impact on either company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from Sponsor and Sponsor Affiliate, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County

to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify Sponsor and Sponsor Affiliate and give the Companies the opportunity to contest the release.

Section 4.03 Modification of Project.

As long as no Event of Default exists hereunder, Sponsor, Sponsor Affiliate, and any other Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) Sponsor, Sponsor Affiliate, and any other Co-Investor may, at its own expense, add to the Project any real and personal property as such Person in its discretion deems useful or desirable.

(ii) In any instance where Sponsor, Sponsor Affiliate, or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, then such company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County, as such may be permitted under the Simplified FILOT Act.

(iii) Sponsor, Sponsor Affiliate and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT set forth in this Agreement, and thereafter such property will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V

PAYMENTS IN LIEU OF TAXES

Section 5.01. Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Sponsor, Sponsor Affiliate, and any other Co-investor shall pay annually, with respect to its portion of the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of undeveloped land, land under development, other property not yet placed in service or Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable

giving effect to all credits, exemptions, depreciation, rebates and abatement that would be available if such Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the twenty (20) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (1) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) of the improvements to real property and Equipment included within the Project theretofore placed in service (less, for Equipment, depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code), (2) a fixed millage rate equal to 338.15 mills, for the Term, and (3) an assessment ratio of six percent (6%). All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the South Carolina Constitution and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided for the Economic Development Property in amounts equal to fifty-eight percent (58%) of Negotiated FILOT Payments for seven (7) consecutive years beginning not later than with the Negotiated FILOT Payment due without penalty by January 15, 2022 and ending not later than with the Negotiated FILOT Payment due without penalty by January 15, 2028. Company agrees to maintain a membership in the Lancaster County Chamber of Commerce in any year in which it receives a Special Source Revenue Credit pursuant to this Section 5.01(d). At no time shall the aggregate Special Source Revenue Credits provided pursuant to this Section 5.01(d) exceed the aggregate cost of Infrastructure Improvements incurred by Sponsor, Sponsor Affiliate and any other Co-Investors. The Special Source Revenue Credit provided in this Section 5.01(d) applies only to the Economic Development Property and does not apply to the Non-Qualifying Property or to any other property.

(e) The FILOT Payments are to be recalculated:

(i) to reduce such payments in the event Sponsor, Sponsor Affiliate, or any other Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event Sponsor, Sponsor Affiliate, or any other Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if Sponsor, Sponsor Affiliate, or any other Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Sponsor, Sponsor Affiliate, and any other Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Sponsor, Sponsor Affiliate, and any other Co-Investor to the County in property taxes if the Sponsor, Sponsor Affiliate, and any other Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the exceptions allowed pursuant to Section 3(g) of Article X of the South Carolina Constitution and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code would otherwise apply).

(g) Upon the installation of any Replacement Property by Sponsor, Sponsor Affiliate or any other Co-Investors for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the respective company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT Payment for the period of time remaining on the FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT Payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment shall be calculated using the millage rate and assessment ratio provided on the original property subject to the FILOT Payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Companies and the County express their intentions that such payments be reformed so as to afford the Companies the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Companies may, at the Companies' expense, exercise the rights granted by Section 12-44-160 of the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Companies and the County agree that the Companies shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Companies shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the South Carolina Constitution, and any other exemptions or credits allowed by law; and (2) to

enjoy all allowable depreciation. The Companies agree that if the FILOT Payments or this Agreement are reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Companies.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, does not meet or exceed the level set in Section 2.02(d) above by the end of the Investment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the Economic Development Property absent this Agreement. At the time of termination, the Companies and any other Co-Investors shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Companies and any other Co-Investors had the Economic Development Property been taxable, taking into account exemptions from property taxes and depreciation that would have been available to the Companies and any other Co-Investors, and the total amount of Negotiated Fee Payments actually made by the Companies and any other Co-Investors. This additional amount is subject to interest as provided in Section 12-54-25. The Companies agree if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Companies and any other Co-Investors.

(j) Notwithstanding any other provision of this Agreement, (i) with respect to calendar year 2020 through calendar year 2022, the Special Source Revenue Credits provided in Section 5.01(d) above are not applicable in any year immediately following a year in which the Company has failed to maintain an average of at least sixty-three (63) Full-Time Jobs, and (ii) with respect to calendar year 2023 through calendar year 2026, the Special Source Revenue Credits provided in Section 5.01(d) above are not applicable in any year immediately following a year in which the Company has failed to maintain an average of at least sixty-four (64) Full-Time Jobs. The Companies agree that the Special Source Revenue Credits for a year that is calendar year 2023 or later shall be reduced to the extent that Sponsor fails to meet the Jobs Commitment but has maintained an average of not less than sixty-four (64) Full-Time Jobs. Specifically, in any year that is calendar year 2023 or later in which Sponsor fails to meet the Jobs Commitment, the Special Source Revenue Credits shall be reduced in the same proportion as the ratio of (i) the number of Full-Time Jobs maintained above sixty-three (63) to (ii) five (5). For example, if for the calendar year 2024, the Jobs Commitment is to have not less than an average of sixty-eight (68), but the Company employed an average of sixty-six (66), which is only three (3) more than sixty-three (63), then the Special Source Revenue Credits would be set at 60% (3 divided by 5 equals 60%) of 58% which results in Special Source Revenue Credits of 34.8% (60% times 58% equals 34.8%). In any year in which the Companies must pay an additional fee as required in Section 5.01(k) below, the Companies and any other Co-Investor are ineligible for the Special Source Revenue Credits provided for in Section 5.01(d).

(k) In any year after December 31, 2020 in which the Company fails to have employed an average of at least ten (10) individuals in full-time jobs (*i.e.*, each at least thirty (30) hours per week and all with health care benefits), the Companies and any other Co-Investor shall pay to the County an additional fee equal to the difference between the Negotiated FILOT Payments made

by the Companies and any other Co-Investor and the FILOT Payment that would be due for the Economic Development Property if calculated, notwithstanding the provisions of Section 5.01(c) above, using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes (the "Hypothetical FILOT Payment").

As an example of the calculation set forth in this subsection (k), and by way of example only, assume Economic Development Property is first placed in service with respect to the Project in 2021, and that in the tax year ending December 31, 2024, that the maintained number of Full-Time Jobs was 8, that the millage rate applicable for tax bills to be sent in the following year is 375, and all of the Economic Development Property would have a 10.5% assessment ratio applied if such property were subject to *ad valorem* taxation, then, the Hypothetical FILOT Payment would be computed using the millage rate of 375 (instead of 338.15) and the 10.5% assessment ratio for the Economic Development Property instead of 6%.

(l) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of subsections (h) through (k) above shall be paid within one hundred twenty (120) days, following written notice thereof from the County to the applicable company or any other Co-Investor.

(m) Notwithstanding any other provision of this Agreement, the Companies acknowledge and agree that County's obligation to provide the FILOT incentive and the Special Source Revenue Credits ends, and this Agreement is terminated, if the Sponsor ceases operations. For purposes of this Section 5.01(m), "**cease operations**" means permanent closure of the facility. The Companies agree that if this Agreement is terminated pursuant to this Section 5.01(m), that under no circumstance shall the County be required to refund or pay any monies to the Companies and any other Co-Investor.

ARTICLE VI

PAYMENTS BY COMPANIES

Section 6.01. Defaulted Payments. In the event Sponsor or Sponsor Affiliate should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of Sponsor or Sponsor Affiliate, as applicable, until the amount in default shall have been fully paid. The Companies agree that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code.

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, Sponsor and Sponsor Affiliate, as applicable and in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if Sponsor or Sponsor Affiliate decides not to repair or replace all or any portion

of the Project pursuant to this Section 7.01, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01. Use of Project for Lawful Activities. During the Term of this Agreement, the Companies shall use the Project for the purposes identified in Section 2.02(f) of this Agreement and for any lawful purpose that is authorized pursuant to the Act.

Section 8.02. Assignment. The County agrees that, to the maximum extent allowable under the Act, Sponsor, Sponsor Affiliate and any other Co-Investor may assign (including, without limitation, absolute, collateral, and other assignments) all or a part of its rights or obligations under this Agreement, and any lease agreement, lease purchase agreement, or fee agreement, as the case may be, or any other agreement related hereto or thereto, or transfer any and all assets of the respective company, to one or more Related Entities (as defined in Section 9.01 below) without adversely affecting the benefits of the respective company or its assignees pursuant to any such agreement or the Act. Each company shall provide the County and the Department of Revenue with notice of any such assignment, transfer, or investment in accordance with the Act and this Agreement, and the County agrees, upon the request of the respective company, to take all further action necessary to implement such assignment, transfer, or investment in accordance with the provisions of the Act and this Agreement. To the extent that the Act may require the consent, approval or ratification of or by the County for the assignment of this Agreement, in whole or in part, the County agrees to provide its consent, approval or ratification by passage of a resolution of County Council and its consent, approval or ratification shall not be unreasonably withheld.

Section 8.03. Indemnification. Sponsor and Sponsor Affiliate each release the County, including the members of the governing body of the County, and the employees, officers, attorneys and agents of the County (herein collectively referred to as the "Indemnified Parties") from, agree that the Indemnified Parties shall not be liable for, and agree to hold the Indemnified Parties harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to this Agreement, the Project or the use thereof, except for that occasioned by grossly negligent or intentional acts of an Indemnified Party. Sponsor and Sponsor each further agree to indemnify and save harmless Indemnified Parties against and from any and all costs, liabilities, expenses, and claims arising from any breach or default on the part of the Sponsor or Sponsor Affiliate in the performance of any covenant or agreement on the part of the Sponsor or Sponsor Affiliate to be performed pursuant to the terms of this Agreement or arising from any act or negligence of, or negligent failure to act where there is a duty to do so by the Sponsor or Sponsor Affiliate, or any of its agents, attorneys, contractors, servants, employees, or licensees, and from and against all cost, liability, and expenses incurred in or in connection with any such claim or action or proceeding brought thereon.

All covenants, stipulations, promises, agreements, and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements, and obligations of the County and not of any member of the County Council or any officer, agent, attorney, servant, or employee of the County in his or her individual capacity, and, no recourse shall be had for the payment of any moneys hereunder or the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon against any member of the governing body of the County or any officer, attorney, agent, servant, or employee of the County.

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by Sponsor or Sponsor Affiliate, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event Sponsor and Sponsor Affiliate shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, *provided, however,* that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Companies, and Sponsor and Sponsor Affiliate shall have the right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; *provided,* that the Companies shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Companies have the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Companies reasonably determines that a conflict of interest exists between the County and the Companies, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Companies shall be liable for the reasonable cost of such counsel.

The indemnity specified in this Section 8.03 shall be in addition to any heretofore extended by the Companies to any Indemnified Party and shall survive the termination of this Agreement with respect to liability arising out of any event or act occurring prior to such termination.

Section 8.04. Sponsor and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Companies and any other Co-Investor and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise

meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by passage of a resolution of County Council. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors, Sponsor Affiliates and any other Co-Investors exceeds $5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors, Sponsor Affiliates, and any other Co-Investors during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the minimum investment requirement set forth in the Simplified FILOT Act. Sponsors shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate does not become or ceases to remain party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01. Conveyance of Liens and Interests; Assignment. Sponsor, Sponsor Affiliate and any other Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; *provided*, that, in connection with any of the foregoing transfers: (*i*) except in connection with any transfer to an Affiliate of Sponsor, Sponsor Affiliate, or any other Co-Investor (collectively, the "Related Entities"), or transfers pursuant to clause (b) above (as to which such transfers the County hereby consents), Sponsor, Sponsor Affiliate, or any other Co-Investor shall first obtain the prior written consent or subsequent ratification of the County, as evidenced by passage of a resolution by County Council which shall not be unreasonably withheld, conditioned or delayed; (*ii*) except where a financing entity, which is the income tax owner of all or part of the Project, is the transferee pursuant to clause (b) above and such transferee or financing entity assumes in writing the obligations of the respective company hereunder, or where the County consents in writing, no such transfer shall affect or reduce any of the obligations of the respective company hereunder, but all obligations of the company hereunder shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety; (*iii*) Sponsor, Sponsor Affiliate, and any other Co-Investor, transferee, or financing entity shall, within 60 days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (*iv*) the Sponsor, Sponsor Affiliate, or any other Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

Sponsor and Sponsor Affiliate acknowledge that a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT

Payment or result in penalties under the Act absent compliance by the applicable company with the Transfer Provisions.

Section 9.02. Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County's right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes. The County's rights under this Agreement, except for its rights to receive FILOT Payments, shall be subordinate to the rights of any secured party or parties under any financing arrangements undertaken by the Company with respect to the Project pursuant to Section 9.01 hereof, such subordination to be effective without any additional action on the part of the County; *provided, however,* that the County hereby agrees, at the Company's expense, to execute such agreements, documents, and instruments as may be reasonably required by such secured party or parties to effectuate or document such subordination.

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date set forth above, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of twenty (20) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The parties may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement pursuant to this Section 10.02.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default, but solely with respect to the defaulting company (the "Defaulting Company"):

(1) if default shall be made by the Defaulting Company in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which

default shall not have been cured within (thirty) 30 days following receipt of written notice thereof from the County; or

(2) if default shall be made by the Defaulting Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for ninety (90) days after the County shall have given the Defaulting Company written notice of such default, *provided,* the Defaulting Company shall have such longer period of time as necessary to cure such default if the Defaulting Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and *provided, further,* that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Company has contested the occurrence of such default.

(b) The failure of the Companies to meet the Jobs Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by a Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement with respect to the Defaulting Company by delivery of written notice to the Defaulting Company not less than thirty (30) days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pursuant to Section 4.02(c); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Defaulting Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, each company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of Sponsor, Sponsor Affiliate, or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Sponsor, Sponsor Affiliate, or any other Co-Investor of any one or more of

the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Sponsor, Sponsor Affiliate, or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

(a) Sponsor, for so long as it is a tenant of Sponsor Affiliate, and thereafter, Sponsor Affiliate, agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses reimbursable to the County pursuant to this Section 12.04(a) for the initial drafting and negotiation of this Agreement and any related documents shall not exceed seven thousand five hundred dollars ($7500.00), which shall be paid by Sponsor.

(b) Sponsor, for so long as it is a tenant of Sponsor Affiliate, and thereafter, Sponsor Affiliate, agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at five hundred and no/100 dollars ($500.00), which shall be paid by Sponsor for so long as it is a tenant of the Sponsor Affiliate, and thereafter, by Sponsor Affiliate.

Section 12.05. Rules of Construction. The County and the Companies acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Companies shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN. Steve Willis, County Administrator

101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

With a copy to (which shall not constitute notice):

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Phone: (803) 286-3633
Fax: (803) 416-9497
Email: jgilbert@lancastercountysc.net

(b) As to the Sponsors / Sponsor Affiliates:

[redacted]

[redacted]

With a copy, in each case, to (which shall not constitute notice):

Womble Bond Dickinson (US) LLP
Attention: Stephanie Few
5 Exchange Street
Charleston,SC 29401
Phone: 843-720-4621
Email: stephanie.few@wbd-us.com

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not

expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings; References. The headings of the Agreement are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or sections or paragraphs of this Agreement are references to the designated articles or sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. The Companies and any other Co-Investor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the company's reasonable control.

SIGNATURE PAGES FOLLOWS.

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Council Chair and Council Secretary and to be attested by the Clerk to Council; and the Companies have caused this Fee Agreement to be executed by its duly authorized officers, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Larry Honeycutt, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

COMPANIES SIGNATURES FOLLOW ON NEXT PAGE.

[redacted]
a [redacted] limited liability company

[redacted]

[redacted]
a [redacted] corporation

[redacted]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING
Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, July 15, 2024, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on **Ordinance No. 2024-1908**, an ordinance titled **"AN ORDINANCE TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A SECOND AMENDMENT TO FEE AGREEMENT BY AND AMONG LANCASTER COUNTY, SOUTH CAROLINA, COOLEY, INCORPORATED AND FIP Master Funding VIII, LLC (companies formerly known to the county as project TREE and project TREE sponsor affiliate); AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

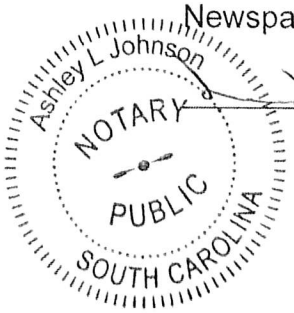
I hereby certify that on the above notice published in The Lancaster News, a general circulation in Lancaster County, South Carolina, in accordance with law on June 26th 2024.

SWORN to before me this 26th day of June, 2024

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

Newspaper Rep Signature



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1916 / Planning Case Number: RZ-2021-2791
Contact Person / Sponsor: M. Blaszyk / Planning Department
Department: Planning
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Application by Doug Baumgartner for YDG Doby's Bridge Land LLC to rezone two parcels totaling 2.349 acres (TM 0013-00-018.09 & 0013-00-018.10) located on World Reach Drive, from General Business (GB) to Regional Business (RB) district, to allow appropriate commercial development uses.

Strategic Plan Focus Area Alignment:

Points to Consider:
The existing Arches project site is currently zoned Regional Business, this rezoning would bring the subject parcels into conformity with the rest of the project.

The proposed Regional Business zoning is directly adjacent to the subject parcels.

Regional Business Zoning allows for more regional scale uses to take place within a parcel. The two parcels being considered for a rezoning are too small to use by themselves. The applicant has stated these parcels will be recombined with adjacent parcels for future development.

Funding and Liability Factors:

Recommendation:
The Planning Commissions motion to approve failed with a tied vote of 2-2
Concerns from the Planning Commission included the following:

- Concerned of not knowing the specific intended uses of the outparcels
- Concerned of the potential traffic that could be generated by this zoning change

Staff recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1916	7/8/2024	Ordinance
Staff Report	6/24/2024	Planning Staff Report
Use Chart (Marked)	6/10/2024	Backup Material
Application	6/4/2024	Backup Material
Location Map	6/4/2024	Backup Material
Proposed Plat	6/4/2024	Backup Material
Sketch Plan	6/4/2024	Backup Material
Recorded Deed 1128-47	6/5/2024	Backup Material
Public Hearing Notice for Ordinance 2024-1916 (Planning Department Case Number: RZ-2021-2791)	6/26/2024	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1916**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 2.35 ACRES (TM# 0013-00-018.09, 0013-00-018.10, AND 0013-00-018.12), WHICH IS LOCATED AT WORLD REACH DR, FROM GENERAL BUSINESS (GB) DISTRICT TO REGIONAL BUSINESS (RB) DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Doug Baumgartner/YDG Doby's Bridge Land LLC applied to rezone a 2.35-acre parcel of real property (TM# 0013-00-018.09, 0013-00-018.10, and 0013-00-018.12) owned by YDG Doby's Bridge Land LLC, being located at World Reach Dr, from General Business (GB) District to Regional Business (RB) District in order to zone the subject property to match adjoining properties.

(b) The Future Land Use Category of the subject property is Core Mixed Use, which the Lancaster County 2040 Comprehensive Plan describes as *"intended to facilitate the ongoing development of the primary urban centers in the Panhandle. These areas should accommodate a wide range of higher density housing, as well as major commercial and mixed-use developments. These areas should help to support a transition to a more "urban" environment over time, with improved transportation connections, greater walkability, and more amenities for residents."*

(c) The proposal to zone property to match adjoining properties, is consistent with the 2040 Future Land Use Plan and is allows development in accordance with the same regulations that apply to adjacent properties.

(d) On June 18, 2024, the Lancaster County Planning Commission held a duly notified and advertised public hearing on the proposed rezoning and, by a 2-2 vote, did not recommend the rezoning request.

Section 2. Rezoning.

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

Tax Map Number 0013-00-018.09, 0013-00-018.10, and 0013-00-018.12, located at World Reach Dr, Lancaster.

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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 15, 2024
Public Hearing: July 15, 2024
Second Reading: August 12, 2024
Third Reading: August 26, 2024

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to rezone three parcels totaling 2.349 acres of property
PROPERTY LOCATION:	World Reach Drive (TM#s 0013-00-018.09, 0013-00-018.10 and TM 0013-00-018.12)
CURRENT ZONING DISTRICT:	General Business (GB) District
PROPOSED ZONING DISTRICT:	Regional Business (RB)
APPLICANT:	Doug Baumgartner for YDG Doby's Bridge Land LLC
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Hearing notice published 6/1/2024 in The Lancaster News Signs posted 5/29/2024 Mailed notices 5/24/2024 Posted agenda in lobby 6/11/2024

OVERVIEW:

Proposal

The applicant has requested to rezone two parcels totaling 2.349 acres from General Business (GB) to Regional Business (RB). The intent is to district, to allow appropriate commercial development uses. The proposed commercial uses have not been shared with staff at the time of this staff report.

Site Information

The parcels proposed for rezoning are located on World Reach Drive and are currently vacant. TM # 0013-00-018.09 (2.08 acres) has approximately 380 feet of frontage on World Reach Drive. TM # 0013-00-018.10 (0.51 acres) has approximately 125 frontage feet on World Reach Drive and approximately 152 feet of frontage on Midarch Trail. TM Number 0013-00-018.12 (approx. 0.30 acres) has 124 feet of frontage on Midarch Trail and 209 feet of frontage on World Reach Drive.

Summary of Adjacent Zoning and Uses

The subject property is surrounded predominantly by RB, PDD and GB zoned properties. There are RB parcels directly adjacent to TM 0013-00-018.10, 0013-00-018.12 and RB parcels directly across World Reach Drive from TM 0013-00-018.09.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RB; PDD-26	Vacant (Crossridge)
South	Lancaster County	GB	Cross Creek Shopping Center
East	Lancaster County	GB	Cross Creek Shopping Center; The Arches
West	Lancaster County	RB	Vacant (The Arches)

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the GB District. UDO Chapter 2.3 says of the GB District: "*The **General Business District** is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development."*

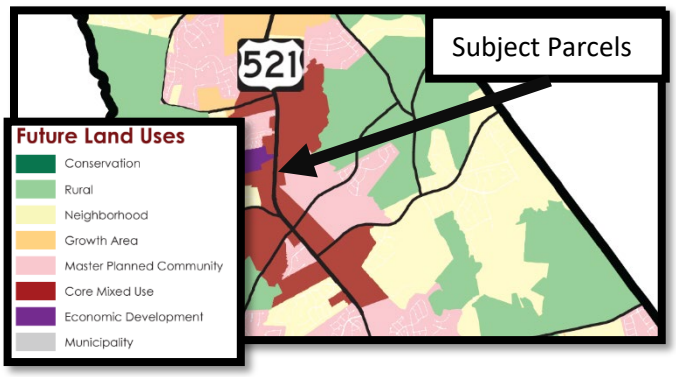
Requested RB

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."*

The proposed rezoning intends to alter the zoning from General Business to Regional Business. As stated above, General Business Zoning District is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto dependent, community neighborhoods. Regional Business is 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. A wider range of more intensive use types are allowed in the Regional Business Zoning District as compared to the General Business Zoning District. Several uses that are allowed in Regional Business while not in General Business include outdoor amusements, distillery, hospital, and wholesaling and distribution. Attached is a document highlighting the allowed uses in Regional Business that are not allowed in General Business.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is "CORE MIXED USE"**.** The newly adopted Comprehensive Plan states that "*is intended to facilitate the ongoing development of the primary urban centers in the Panhandle. These areas should accommodate a wide range of higher density housing, as well as major commercial and mixed-use developments. These areas should help to support a transition to a more "urban" environment over time, with improved transportation connections, greater walkability, and more amenities for residents.*



The requested GB District is compatible with the Future Land Use Category of "CORE MIXED USE" and the overall *Lancaster 2040 Comprehensive Plan.*

INFRASTRUCTURE CONSIDERATIONS

Transportation

Staff understands that the traffic on Hwy 521 has been a longstanding issue for neighbors in Indian Land. County administration has been working on a transportation penny tax proposal that will be used, in part, to address the traffic issues of Hwy 521. It was continued at the May 13, 2024 Council meeting.

Access

The subject properties have access to World Reach Drive and Midarch Trail,

Public Utilities

The parcels in the proposed rezoning do have access to water and sewer served by the Lancaster County Water and Sewer District.

PHOTOS OF PROJECT AREA:





Facing Subject Property off World Reach Drive



Facing Subject Property off World Reach Drive

STAFF RECOMMENDATION:

Staff recommends approval of the request to rezone 2.349 acres of land from General Business to Regional Business

PLANNING COMMISSION:

- The Planning Commissions motion to approve failed with a tied vote of 2-2
- Concerns from the Planning Commission included the following:
    - Concerned of not knowing the specific intended uses of the outparcels
    - Concerned of the potential traffic that could be generated by this zoning change

ATTACHMENTS:

1. Location Map/ Zoning Map
2. Rezoning Application
3. Proposed Plat
4. Sketch Plan
5. Recorded Deed
6. Marked Permitted Uses Chart

STAFF CONTACT:

Matthew Blaszyk, Planner
mblaszyk@lancastersc.net

803-416-9380

Section 2.5.3 Use Table (For detailed Use Definitions see Chapter 10.)

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
A. RESIDENTIAL	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Dwelling - Single Family	P	P	P	-	P	P	P	P	-	-	-	-	-	-	-	-	P	-	P	P	-	
Dwelling - Two Family	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	PR	-	-	-	5.2.1
Dwelling – Three Family, Four Family	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.3
Dwelling - Townhome	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	P	P	P	P	P	
Dwelling - Multifamily	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	PR	PR	PR	-	5.2.2
Dwelling - Accessory	PR	PR	PR	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	-	-	-	5.2.3
Halfway Homes	-	-	-	-	-	-	-	-	-	SE	-	SE	-	-	-	-	-	-	-	-	-	5.2.4
Live-Work Units	-	-	-	PR	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	PR	PR	PR	5.2.5
Manufactured Housing	PR	PR	-	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.6
Manufactured Home Park	SE	-	-	-	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.2.6
Residential/Family Care Home (5 or fewer residents)	P	P	P	-	P	P	P	-	-	-	-	-	-	-	-	-	-	P	P	P	P	
Residential Care Facilities (6 or more residents)	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.2.7

B. LODGING	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Bed and Breakfast Homes (up to 8 rooms)	PR	PR	PR	PR	-	PR	-	PR	PR	-	-	PR	-	-	-	-	PR	PR	-	PR	PR	5.3.1
Bed and Breakfast Inn (up to 12 rooms)	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	-	PR	PR	5.3.1
Boarding or Rooming House	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	5.3.2
Campground	SE	SE	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	-	-	5.3.3
Dormitory	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Fraternity/Sorority House	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	
Hotel/Motel	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	

C. OFFICE/SERVICE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
ATM	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Banks, Credit Unions, Financial Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Business Support Services	-	-	-	-	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Crematoria	-	-	-	-	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.4.1
Dry Cleaning and Laundry Services	-	-	-	-	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	
Funeral Homes	-	-	-	P	-	-	-	-	P	P	P	-	-	-	-	-	-	-	-	P	P	
Home Occupation	PR	PR	PR	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	PR	PR	PR	PR	PR	5.4.2
Kennels, Indoor	PR	PR	PR	PR	-	-	-	-	PR	PR	PR	PR	-	PR	-	-	-	-	-	PR	PR	5.4.3
Kennels, Outdoor	PR	PR	CU	PR	-	-	-	-	-	-	CU	CU	-	CU	-	-	-	-	-	-	-	5.4.4
Medical Clinic	-	-	-	PR	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.4.5

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
C. OFFICE/SERVICES (CONTINUED)	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Personal Services	-	-	-	P	-	-	-	-	P	P	P	P	-	P	-	-	-	-	-	P	P	
Personal Services, Restricted	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	5.4.6
Post Office	-	-	-	P	-	-	-	P	P	P	P	P	-	-	-	-	-	-	-	P	P	
Professional Services	-	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	P	P	
Small Equipment Repair/Rental	-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	
Veterinary Clinic	-	-	-	P	-	-	-	-	P	P	P	-	-	P	-	-	-	-	-	P	P	-

D. COMMERCIAL/ENTERTAINMENT	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Alcoholic Beverage Sales Store	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	P	-	
Amusements, Indoor	-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	
Amusements, Outdoor	-	-	-	PR	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.5.1
Bar/Tavern/Brew Pub	-	-	-	CU	-	-	-	-	-	CU	PR	-	-	-	-	-	-	-	-	PR	-	5.5.2
Billiard/Pool Hall	-	-	-	CU	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	
Brewery	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	P	
Distillery	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	-	-	-	-	-	-	
Food Truck	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	5.5.3
General Commercial	-	-	-	PR	-	-	-	-	PR-	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.5.4
Night Club	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	
Outside Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.5
Outside Sales, Sidewalk Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.6
Pawnshops	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	5.5.7
Racetrack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CU	-	-	-	-	-	-	5.5.8
Restaurant	-	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.9
Riding Stables	P	P	P	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	
Sexually Oriented Business/Adult Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.5.10
Shooting Range, Indoor	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.5.11
Shooting Range, Outdoor	SE	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.5.12
Theater, Indoor Movie or Live Performance	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
Theater, Outdoor (Amphitheater)	PR	-	-	PR	-	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	PR	PR	5.5.13

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
E. CIVIC	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Cemetery	PR	PR	PR	PR	-	PR	PR	-	PR	PR	PR	PR	-	-	-	-	-	PR	-	-	PR	5.6.1
Conference/Convention Center	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
Cultural or Community Facility	-	-	-	P	-	-	-	-	P	P	P	P	-	-	-	-	-	-	-	P	P	
Event Venue/Banquet Hall	P	P	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.6.2
Places of Assembly	PR	PR	PR	PR	CU	CU	CU	PR	PR	PR	PR	PR	-	PR	-	-	-	CU	-	CU	CU	5.6.3
Private Recreation Facilities	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.6.4
Public Recreation Facilities	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	PR	PR	PR	PR	PR	5.6.5
Public Safety Station	P	P	P	P	-	-	-	P	P	P	P	P	-	P	P	-	-	-	-	P	P	
Sports Arena/Stadium (4,000 or more seats)	-	-	-	-	-	-	-	-	-	-	CU	CU	-	CU	-	-		-	-	-	CU	5.6.6

F. EDUCATIONAL/INSTITUTIONAL	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Child/Adult Day Care Home (5 or fewer persons)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	-	-	-	PR	PR	-	PR	PR	5.7.1
Child/Adult Day Care Home (6 or more persons)	-	-	-	-	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.7.2
College/University	-	-	-	-	-	-	-		-	-	-	P	-	-	-	-	-	-	-	P	P	
Community Support Facility	-	-	-	PR	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	-	-	-	5.7.3
Correctional Institution	-	-	-	-	-	-	-	-	-	-	-	CU	-	SE	SE	-	-	-	-	-	-	5.7.4
Day Treatment Center	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	-	-	-	-	-	-	-	5.7.5
Hospital	-	-	-	-	-	-	-	-	-	-	P	P	-	P	-	-	-	-	-	-	-	
Operations, Maint., and Fleet Service Facility	-	-	-	SE	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	-	PR	5.7.6
Schools – Elementary and Secondary	PR	PR	PR	PR	-	PR	CU	CU	CU	CU	CU	PR	-	-	-	-	CU	CU	CU	CU	CU	5.7.7
Schools – Vocational/Technical	-	-	-	P	-	-	-	-	P	P	P	P	-	P	P	-	-	-	-	P	P	
Studio – Art, dance, martial arts, music	P	-	-	P	-	-	-	P	P	P	P	P	-	P	-	-	-	-	-	P	P	

G. AUTOMOTIVE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Drive-Thru/Drive-In Facility	-	-	-	PR	-	-	-	-	CU	PR	PR	-	-	PR	PR	-	-	-	-	PR	PR	5.8.1
Electric Vehicle Charging Stations	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.8.2
Heavy Equipment/Manufactured Home Rental/Sales/Repair	-	-	-	-	-	-	-	-	-	-	SE	-	-	PR	PR	-	-	-	-	-	-	5.8.3
Parking Lot/Structure – Principal Use	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	5.8.4
Vehicle Rental/Leasing/Sales	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	CU	CU	5.8.5
Vehicle Services – Minor Maintenance/Repair	-	-	-	P	-	-	-	-	CU	CU	PR	-	-	PR	PR	-	-	-	-	CU	CU	5.8.6
Vehicle Services – Major Repair/Body Work	-	-	-	PR	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	-	5.8.7

P – Permitted by Right **PR** – Permitted with Review **CU** – Conditional Use Required **SE** – Special Exception Required

Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
H. INDUSTRY/WHOLESALE/STORAGE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Artist Studio/Light Manufacturing Workshops	-	-	-	P	-	-	-	-	-	P	P	-	-	P	P	-	-	-	-	P	P	
Industry, Light	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	-	-	-	-	-	-	
Industry, Heavy	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	
Industry, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	5.9.1
Junkyard	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.2
Landfill – Class One	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.16
Landfill – Class Two	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	-	-	-	-	-	-	5.9.3
Landfill – Class Three	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.9.4
Mining - Major In-Depth Resource Extraction	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	P	-	-	-	-	-	5.9.5/6
Mining - Minor Surface Resource Extraction	PR	PR	PR	PR	-	-	-	-	-	PR	PR	PR	-	PR	PR	P	-	-	PR	PR	PR	5.9.6/7
Private Recycling Collection Stations	-	-	-	-	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.8
Public Recycling and Waste Collection Facilities	-	-	-	PR	-	-	-	-	-	-	-	PR	-	PR	PR	-	-	-	-	-	-	5.9.9
Research and Development Facilities	-	-	-	-	-	-	-	-	-	P	P	-	-	P	P	-	-		-	-	P	
Storage – Outdoor Storage Yard	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.10
Storage – Self Service (Mini)	-	-	-	-	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.9.11
Storage – Warehouse Indoor	-	-	-	-	-	-	-	-	-	CU	PR	-	-	PR	PR	-	-	-	-	-	PR	5.9.12
Storage – Warehouse Indoor, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.13
Wholesaling and Distribution	-	-	-	-	-	-	-	-	-	-	PR	-	-	P	P	-	-	-	-	-	P	5.9.14
Wholesaling and Distribution, Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-	PR	PR	-	-	-	-	-	-	5.9.15

I. AGRICULTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Agriculture and Crop Production/Harvesting	P	P	P	P	-	-	-	-	-	-	-	P	P	P	P	-	-	-	-	-	-	
Agricultural Support Services/Nurseries	P	P	P	P	-	-	-	-	P	P	P	-	-	P	P	-	-	-	-	-	P	
Agritourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Animal Production/General Farms	PR	PR	PR	PR	-	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.1
Animal Production Facilities, Non-Swine	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.2
Animal Production Facilities, Swine	SE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.10.3
Apiculture (Bee Keeping)	P	P	P	P	-	P	-	-	P	-	-	P	P	-	-	-	-	-	-	-	P	
Backyard Pens/Coops	P	P	P	P	-	P	PR	PR	-	-	-	PR	-	-	-	-	-	-	-	-	PR	5.10.4

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Lancaster County Unified Development Ordinance – Use Table

USE TYPES	RURAL					TRANSITIONAL						SPECIAL					NEIGHBORHOOD					
I. AGRICULTURE (CONTINUED)	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Commercial Stables	P	P	P	P	-	-	-	-	P	P	P	-	-		-	-	-	-	-	-	-	
Ecotourism	P	P	P	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Farmer's Markets and Roadside Stands	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	
Forestry	P	P	P	P	-	P	-	-	-	P	P	P	P	P	P	P	-	-	-	-	-	
Gardens (Community and Private)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-	P	P	P	P	
Wineries	PR	PR	PR	PR	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

J. INFRASTRUCTURE	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Airstrip/Airport	-	-	-	-	-	-	-	-	-	-	-	PR	-	-	PR	-	-	-	-	-	-	5.11.1
Geothermal Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.2
Solar Energy Systems	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.11.3
Solar Farms	CU	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.11.4
Utilities – Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities – Class 2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Utilities – Class 3	P	P	-	-	-	-	-	-		-	-	PR	-	P	P	-	-	-	-	-	-	5.11.6
Wireless Communication Facility (Concealed)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (Up to 60.00')	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	-	PR	PR	PR	PR	PR	PR	PR	PR	5.11.5
Wireless Communication Facility (60.01'to 199.99')	SE	SE	SE	SE	SE	SE	SE	PR	PR	PR	PR	PR	-	PR	PR	PR	SE	SE	SE	SE	SE	5.11.5
Wireless Communication Facility (200' and Over)	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	SE	SE	-	-	-	-	-	5.11.5

K. OTHER	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Temporary Uses	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	5.12

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(Ord. No. 2017-1468, 9.25.17; Ord. No. 2018-1492, 2.12.18; Ord. No. 2018-1494, 3.12.18; Ord. No. 2018-1519, 7.16.18; Ord No. 2019-1607, 10.14.19; Ord No. 2019-1620, 12.9.19; Ord No. 2019-1634, 1.27.20; Ord No. 2020-1645, 2.24.20; Ord. No. 2020-1698, 12.14.20; Ord. No. 2021-1708, 04.12.21)

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 CHARLOTTE HIGHWAY (PARCELS ARE VACANT SO NO ASSIGNED ADDRESS)

City Indian land State SC Zip 29707 Tax Parcel ID 0013-00-018.10 AND 013-00-018.09

Current Zoning GB Current Use Undeveloped / Vacant

Proposed Zoning RB Total Acres 2.349 PER BK PLAT 2024 PG 58

Project Description Out parcels C1 and D of the Arches Phase 1 Development, and a remnant of parcel 0013-00-018.09 following the dedication of World Reach Drive in Plat 2024-Pg 58.

Surrounding Property Description Commerical development

CONTACT INFORMATION

Applicant Name YDG Doby's Bridge Land, LLC (C/O Doug Baumgartner)

Address 14021 Conlan Circle, Ste. B-10

City Charlotte State NC Zip 28277 Phone 704.542-7773

Fax _____ Email dbaumgartner@yorkdevelopmentgroup.com

Property Owner Name YDG Doby's Bridge Land, LLC (C/O Doug Baumgartner)

Address 14021 Conlan Circle, Ste. B-10

City Charlotte State NC Zip 28277 Phone 704.542-7773

Fax _____ Email dbaumgartner@yorkdevelopmentgroup.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.

YOS Doojibiggs Land LLC _____ 03/20/24

Applicant Date

_____ 03/20/24

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**

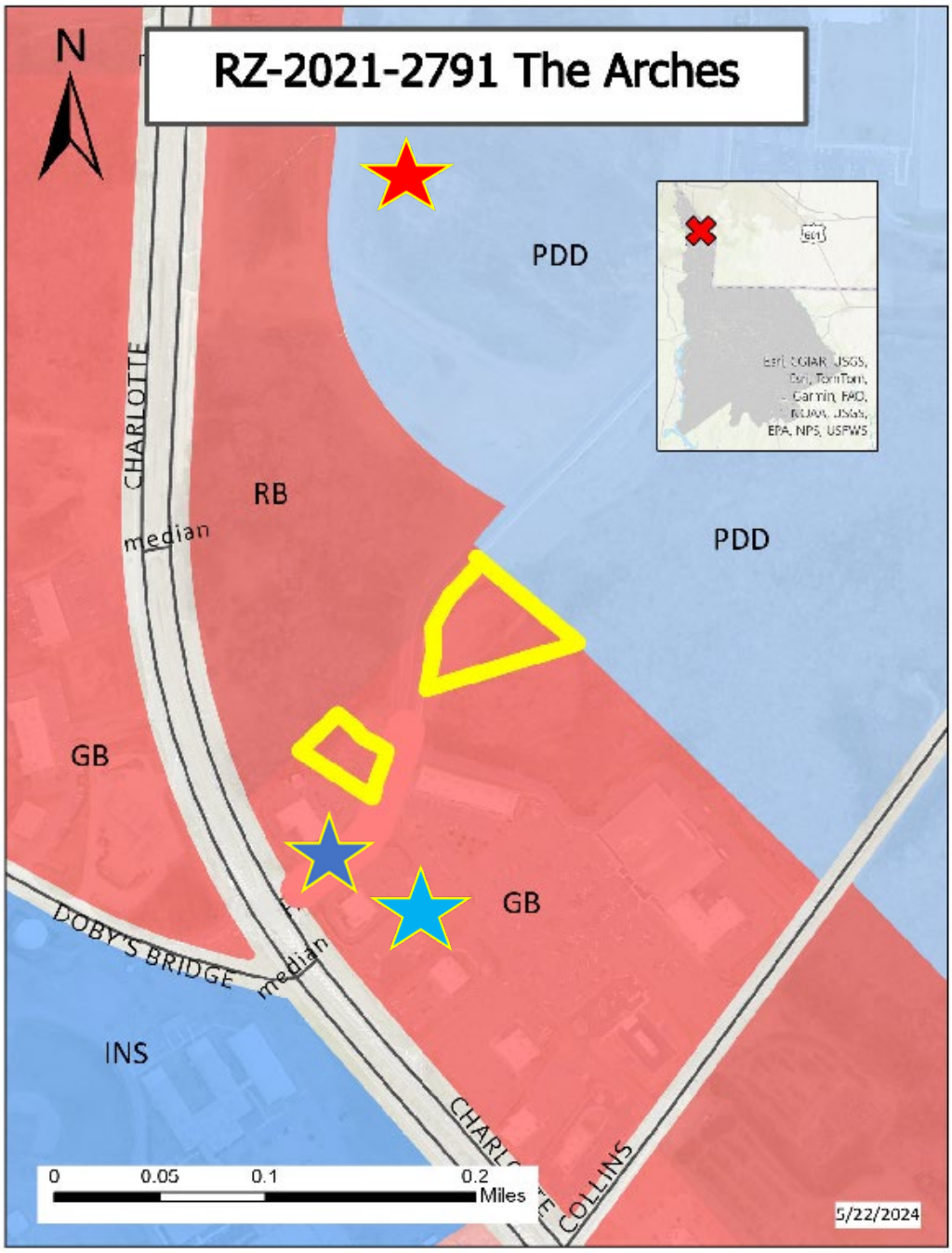
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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



Proposal:
Rezoning GB to RB

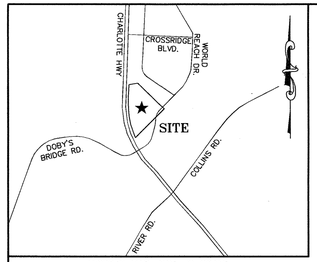
Lancaster County
South Carolina

Cross Creek Shopping Center

Crossridge Center

Worldreach Drive

Subject Property



VICINITY MAP: NOT TO SCALE

SEWER EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
S1	313.73'	S01°17'56"W
S2	30.00'	N89°46'36"W
S3	314.44'	N01°07'05"E
S4	30.73'	S88°27'25"E
S5	8.24'	S88°27'25"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD	BEARING	DELTA
C1	22.43'	1788.12'	22.43'	S9°05'42"E	0.7188
C2	22.36'	172.50'	22.34'	N4°14'31"E	7.4268
C3	18.36'	20.00'	17.72'	S18°20'50"E	52.6052
C4	23.92'	20.00'	22.52'	N43°51'20"W	68.5356
C5	25.25'	127.50'	25.21'	N83°47'51"W	11.3480
C6	29.97'	20.00'	27.25'	S47°35'44"W	85.8659
C7	18.90'	224.08'	18.89'	N7°05'45"E	4.8320
C8	163.43'	227.50'	159.94'	S11°03'04"E	41.1601
C9	26.62'	227.50'	26.60'	S34°58'58"E	6.7036
C10	107.93'	227.50'	106.92'	S51°55'35"E	27.1532
C11	31.51'	20.00'	28.35'	N62°14'21"E	90.2710
C12	27.86'	20.00'	25.66'	N23°18'17"W	79.8022
C13	36.82'	273.09'	36.79'	S35°30'46"E	7.7254
C14	64.44'	272.50'	64.29'	S2°45'17"W	13.5487
C15	8.15'	176.98'	8.15'	N81°2'50"E	2.6372
C16	33.66'	20.00'	29.83'	N41°16'56"W	96.4404
C17	17.67'	210.00'	17.67'	N85°31'13"E	4.8219
C18	34.75'	40.00'	33.67'	S63°02'32"W	49.7799
C19	16.10'	40.00'	15.99'	S80°31'51"E	23.0827
C20	14.29'	20.01'	13.99'	N26°12'49"E	40.9302
C21	11.60'	127.50'	11.60'	N3°06'08"E	5.2141
C22	49.37'	533.00'	49.36'	N4°13'39"E	5.3075

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.52'	N18°40'55"E
L2	5.57'	N16°42'55"E
L3	7.03'	N1°42'12"E
L4	9.24'	N89°28'17"W
L5	3.56'	S72°37'31"E
L6	5.04'	S63°12'21"E
L7	16.97'	S31°37'52"E
L8	35.93'	S89°30'02"E
L9	24.34'	N87°56'16"E
L10	69.91'	N89°28'17"W
L11	48.54'	S87°56'16"W
L12	12.52'	S16°34'20"W
L13	65.12'	N1°34'26"E

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
E1	11.26'	S2°45'27"E
E2	62.55'	S18°30'43"W
E3	43.67'	S0°40'08"W
E4	81.85'	S0°06'03"E
E5	25.59'	S43°47'53"W
E6	147.91'	S0°31'43"W
E7	66.69'	N18°30'43"E
E8	3.54'	N2°45'27"W
E9	15.02'	S89°28'17"E
E10	34.49'	S89°28'17"E
E11	66.96'	N0°31'43"E
E12	14.73'	N85°21'26"W
E13	15.00'	S4°38'34"W
E14	16.91'	S85°21'26"E
E15	6.45'	S31°37'52"E
E16	15.53'	N77°00'39"E
E17	15.00'	N12°59'21"W
E18	20.59'	S77°00'39"W
E19	15.83'	S31°37'52"E
E20	75.29'	S31°37'52"E

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
E21	15.70'	N50°57'42"E
E22	15.00'	N39°02'18"W
E23	13.92'	S50°57'42"W
E24	5.55'	S31°37'52"E
E25	15.70'	S62°43'29"W
E26	98.79'	S47°50'09"W
E27	135.48'	S46°20'04"W
E28	36.94'	N82°13'50"W
E29	19.10'	S60°55'05"W
E30	14.97'	S60°55'05"W
E31	39.91'	N82°13'50"W
E32	129.57'	S46°20'04"W
E33	10.84'	N19°37'14"W
E34	14.33'	N70°22'46"E
E35	27.08'	N19°37'14"W
E36	89.37'	N47°50'09"E
E37	17.03'	N62°43'29"E
E38	6.27'	N31°37'52"W
E39	106.01'	S19°41'37"E
E40	89.76'	S62°43'29"W

EASEMENT LINE TABLE		
LINE #	LENGTH	DIRECTION
E41	35.18'	N79°41'27"W
E42	23.35'	S11°19'19"W
E43	187.52'	S0°49'22"E
E44	12.25'	S2°52'12"W
E45	10.62'	S2°52'12"W
E46	64.14'	S0°49'22"E
E47	7.03'	S1°42'12"W
E48	58.09'	S1°33'29"W
E49	5.57'	S16°42'55"W
E50	49.44'	S88°31'59"W
E51	64.14'	S87°42'39"W
E52	50.57'	S11°19'19"W
E53	28.02'	N79°41'27"W
E54	78.20'	S62°43'29"W
E55	264.74'	S46°00'01"E
E56	102.23'	S44°20'05"W
E57	79.50'	S85°15'18"E
E58	53.24'	S22°18'23"E
E59	82.19'	S0°31'43"W
E60	19.59'	S45°00'00"W

STORM EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD	BEARING	DELTA
EC1	54.87'	272.50'	54.78'	S3°45'39"W	11.5365
EC2	15.16'	272.50'	15.16'	S3°36'04"E	3.1872
EC3	9.56'	286.78'	9.56'	N32°38'09"W	1.9094
EC4	20.16'	1782.70'	20.16'	S21°51'16"E	0.6480
EC5	20.39'	285.16'	20.38'	S38°25'33"E	4.0966
EC6	62.72'	227.50'	62.53'	S1°37'49"W	15.7973
EC7	100.71'	227.50'	99.89'	N18°56'59"W	25.3628
EC8	32.55'	283.00'	32.53'	S4°52'07"W	6.5898
EC9	134.80'	475.84'	134.35'	S9°45'57"W	16.2306
EC10	33.33'	227.50'	33.30'	S55°22'37"E	8.3942
EC11	20.57'	227.50'	20.56'	N40°40'24"W	5.1797
EC12	102.54'	283.00'	101.98'	S33°57'10"W	20.7608
EC13	102.90'	55.00'	88.53'	N8°56'44"E	107.1905
EC14	18.36'	20.00'	17.72'	S18°20'50"E	52.6052
EC15	22.36'	172.50'	22.34'	N4°14'31"E	7.4268
EC16	83.02'	127.50'	81.56'	S19°10'57"W	37.3080

NOTES:

- THE SOLE PURPOSE OF THIS MAP IS TO CREATE 8 NEW LOTS, DEDICATE PUBLIC RIGHT OF WAY AND DELINEATE VARIOUS EASEMENTS.
- THE OFF-SITE RIGHT-OF-WAYS SHOWN HEREON ARE FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WIDTH OF ANY ADJACENT PROPERTIES.
- SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, COVENANTS, AND ENCUMBRANCES, OF RECORD OR IMPLIED.
- THIS SURVEY IS CERTIFIED FOR THIS TRANSACTION ONLY.
- THIS PLAT SHALL NOT BE FILED WITH PUBLIC AUTHORITIES WITHOUT THE SEAL, SIGNATURE AND DATE AFFIXED. FURTHERMORE, IF THIS PLAT DOES NOT HAVE A SEAL THAT IS SIGNED AND DATED, IT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN A PRELIMINARY STUDY DRAWING AND WILL BE CONSIDERED A WORK IN PROGRESS.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. THE ISAACS GROUP, P.C. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
- ALL DISTANCES SHOWN ON THIS MAP ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
- #4 REBAR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE STATED.
- AREAS CALCULATED BY COORDINATE GEOMETRY.
- SUBJECT PARCEL ID#: 0013-00-016.00; 0013-00-016.01; 0013-00-016.02; 0013-00-018.09; 0013-00-018.10
- REFERENCES: AS SHOWN HEREON
- FINAL PLAT CONFORMS SUBSTANTIALLY TO APPROVED PRELIMINARY PLAT AND CIVIL CONSTRUCTION PLANS.
- NO OWNER/DEVELOPER/CONTRACTOR SHALL PLACE ANY PART OF A STRUCTURE, PERMANENT EQUIPMENT, PERMANENT RETAINING WALL, OR IMPOUNDMENT WITHIN A PUBLIC UTILITY EASEMENT DEDICATED TO THE COUNTY. FENCES AND WALLS MAY BE PERMITTED WITHIN PUBLIC UTILITY EASEMENTS WITH APPROVAL FROM THE COUNTY THROUGH AN ENCROACHMENT PERMIT.
- THE PUBLIC RIGHT OF WAY IDENTIFIED WITHIN THIS FINAL PLAT SHALL BE PRIVATELY MAINTAINED. MAINTENANCE OF THE PUBLIC RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL MAINTENANCE RESPONSIBILITY IS TRANSFERRED TO THE PROPERTY OWNERS ASSOCIATION (POA). UPON TRANSFER OF MAINTENANCE RESPONSIBILITIES TO THE POA, OWNERS OF PROPERTY WITHIN THIS PLAT ARE JOINTLY AND SEVERALLY LIABLE FOR MAINTAINING THE ROAD, CURB/GUTTER, STORMWATER DRAINAGE SYSTEM, SIDEWALK, AND STREET TREE INFRASTRUCTURE IMPROVEMENTS. LANCASTER COUNTY WILL NOT MAINTAIN PRIVATELY-MAINTAINED PUBLIC RIGHT OF WAY AND ITS ASSOCIATED INFRASTRUCTURE.
- THE PRIVATE STORMWATER INFRASTRUCTURE SYSTEM IDENTIFIED ON THIS PLAT SHALL BE PRIVATELY MAINTAINED. MAINTENANCE OF THE PRIVATE STORMWATER SYSTEM SHALL BE THE RESPONSIBILITY OF THE DEVELOPER UNTIL MAINTENANCE RESPONSIBILITY IS TRANSFERRED TO THE PROPERTY OWNERS ASSOCIATION (POA). UPON TRANSFER OF MAINTENANCE RESPONSIBILITIES TO THE POA, THE OWNERS OF PROPERTY WITHIN THIS FINAL PLAT ARE JOINTLY AND SEVERALLY LIABLE FOR MAINTAINING THE INFRASTRUCTURE IMPROVEMENTS LOCATED WITHIN STORMWATER EASEMENTS. THESE IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO PONDS, PIPE SYSTEMS, WATER QUALITY STRUCTURES/DEVICES, INLETS/OUTLETS, CULVERTS, DITCHES, AND RELATED INFRASTRUCTURE. LANCASTER COUNTY WILL NOT MAINTAIN THE PRIVATE STORMWATER INFRASTRUCTURE SYSTEM.
- THIS FINAL PLAT IS SUBJECT TO A PERFORMANCE GUARANTEE, WHICH MEANS THAT ALL REQUIRED PUBLIC IMPROVEMENTS ARE NOT COMPLETED. ISSUANCE OF BUILDING PERMITS PRIOR TO THE COMPLETION OF PUBLIC IMPROVEMENTS SUBJECT TO THE PERFORMANCE GUARANTEE SHALL OCCUR AT THE SOLE DISCRETION OF THE LANCASTER COUNTY. IN THE EVENT THE DEVELOPER DEFAULTS AND THE COUNTY MUST COMPLETE THE IMPROVEMENTS, THE DEVELOPER WILL BE ASSESSED ANY DIFFERENCE IN THE AMOUNT OF THE PERFORMANCE GUARANTEE AND THE ACTUAL CONSTRUCTION COST
- PREPARED FOR: 521 PARTNERS, LLC; 14021 CONLAN CIR., STE. B-10, CHARLOTTE, NC 28277

GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50 FEET

APPROVED FOR RECORDING
Planning Official
Date Approved: 2/7/2024
Must be recorded by: 3/7/2024

CERTIFICATION OF APPROVAL OF COMPLIANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ACT OF 1991:

I DO HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT AND SEDIMENTATION CONTROL SYSTEM DESIGNED AND INSTALLED FOR THE ARCHES-PHASE 1 ADDRESSES REQUIRED IMPROVEMENTS AS CITED IN UDO; COMPLIES WITH THE STANDARDS ESTABLISHED AND AMENDED BY THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL (DHEC)/THEIR DESIGNEE AND WAS APPROVED ON 10/17/2022 BY DHEC/THEIR DESIGNEE.

ENGINEER SIGNATURE — 02/07/24 DATE — 21365 REGISTERED P.E. #

CERTIFICATE OF OWNERSHIP AND DEDICATION:

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. I (WE) HEREBY CONSENT TO THE SUBDIVISION AND EASEMENT AS SHOWN HEREON.

521 LAND PARTNERS, LLC SIGNATURE — 02/08/24 DATE

YDG DOBY'S BRIDGE LAND, LLC SIGNATURE — 02/08/24 DATE

521 PROFESSIONAL SERVICES, LLC SIGNATURE — 2/8/2024 DATE

CERTIFICATE OF APPROVAL OF THE INSTALLATION AND CONSTRUCTION OF STREET, UTILITIES AND OTHER REQUIRED IMPROVEMENTS:

I DO HEREBY CERTIFY (1) THAT STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO COUNTY SPECIFICATIONS AND STANDARDS IN THE SUBDIVISION ENTITLED THE ARCHES – PHASE 1, OR (2) THAT A GUARANTEED OF THE INSTALLATIONS OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT OR MANNER SATISFACTORY TO LANCASTER COUNTY HAS BEEN RECEIVED.

COUNTY ENGINEER DATE

LEGEND:

N/F	NOW OR FORMERLY
R/W	RIGHT OF WAY
CHOD	CAROLINA HEELSPLITTER OVERLAY DISTRICT
HCOD	HIGHWAY CORRIDOR OVERLAY DISTRICT
SDE	STORM DRAINAGE EASEMENT
○	MONUMENTATION FOUND (AS NOTED)
●	MONUMENTATION SET (AS NOTED)
⊡	NGS MONUMENT
△	CALCULATED POINT
	SANITARY SEWER EASEMENT
	STORM DRAINAGE EASEMENT
	POST CONSTRUCTION CONTROLS EASEMENT
	TEMPORARY CONSTRUCTION EASEMENT

NOTICE OF LEGAL ACTION:

THIS DRAWING AND/OR THE DESIGN SHOWN IS THE PROPERTY OF THE ISAACS GROUP, P.C. THE REPRODUCTION, ALTERATION, COPYING OR OTHER USE OF THIS DRAWING WITHOUT THE ISAACS GROUP P.C.'S WRITTEN CONSENT IS PROHIBITED AND ANY INFRINGEMENT WILL BE SUBJECT TO LEGAL ACTION.

ZONING DISCLAIMER:

NO ZONING REPORT OR ZONING VERIFICATION LETTER WAS PROVIDED TO THE ISAACS GROUP P.C. IT IS THE RESPONSIBILITY OF THE LAND OWNER AND/OR DEVELOPER TO VERIFY THE ZONING REQUIREMENTS AND LAND DEVELOPMENT STANDARDS PRIOR TO CONVEYANCE AND/OR DEVELOPMENT.

FLOOD CERTIFICATION:

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "X", OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 45057C-0078-E, WHICH BEARS AN EFFECTIVE DATE OF MAY 16, 2017 AND IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE MANUAL FOR 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 SHOWN; WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL.

STEPHEN S. DYER, S.C.P.L.S. #19894 — 2/7/24 DATE
S.C. FIRM LICENSE #C-01037
SDYER@ISAACSGRP.COM

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 19894 STEPHEN S. DYER 2/7/24

SOUTH CAROLINA THE ISAACS GROUP, P.C. ENGINEERING NO. C01037 CERTIFICATE OF AUTHORIZATION

2024001524
PLAT ANY SIZE
RECORDING FEES $25.00
PRESENTED & RECORDED:
02-12-2024 12:09:51 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: DAVID HUGHES
BK: PLAT 2024
PG: 58

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

FINAL PLAT

THE ARCHES PHASE 1

INDIAN LAND TOWNSHIP
LANCASTER COUNTY, SOUTH CAROLINA

File #:	21186-SUB	Date:	02-07-24	Project P.L.S.:	SSD
				Surveyed By:	TIG
				Drawn By:	CLC
				Scale:	1"=50'

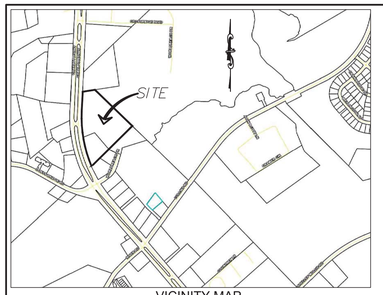
THE ISAACS GROUP
CIVIL ENGINEERING DESIGN AND LAND SURVEYING

8720 RED OAK BLVD. SUITE 420
CHARLOTTE, N.C. 28217
PHONE (704) 527-3440 FAX (704) 527-8335

SHEET 1 OF 1

THE ARCHES-PHS. 1

INDIAN LAND, SOUTH CAROLINA



VICINITY MAP
NOR TO SCALE

CONTACT INFORMATION:

ENGINEER:
THE ISAACS GROUP, P.C.
8720 RED OAK BLVD., SUITE 420
CHARLOTTE, NC 28217
PH: 704-527-3440
FAX: 704-527-8335
POC: ANTHONY (BRENT) COWAN, P.E.
EMAIL: BCOWAN@ISAACSGRP.COM

OWER/DEVELOPER:
521 LAND PARTNERS LLC
14021 CONLAN CIRCLE, STE. B10
CHARLOTTE, NC 28277
POC: DOUG BAUMGARTNER
PH: 704-877-3353
EMAIL: DOUG.BAUMGARTNER@YORKDEVELOPMENTGROUP.COM

DEVELOPMENT DATA:

PROJECT NAME: THE ARCHES

TOTAL ACREAGE:	11.81 ACRES
COUNTY:	LANCASTER
TOWN:	INDIAN LAND TOWNSHIP
EXISTING ZONING:	RB (10.79 AC.) AND GB (1.02 AC.)
OVERLAY DISTRICT:	HIGHWAY CORRIDOR OVERLAY
MIN. SETBACK:	FRONT SIDE REAR
RB :	50' 15' 15'
GB :	50' 15' 15'
TAX PARCEL:	0013-00-016.00, 0013-00-016.01, 0013-00-018.10 AND 0013.00-018.09(PORTION)
TOTAL NUMBER OF LOTS:	8
PROPOSED USE:	SPECULATIVE: COMMERCIAL/RETAIL/OFFICE (ANYTHING ALLOWED IN UNDERLYING ZONING DISTRICT)

COMMON OPEN SPACE CALCS :
TOTAL COS REQUIRED = 10% OF AREA = 10(11.81)/100 = 1.181 AC.

PER UDO 4.3.2.F.5.B, 500 S.F. MINIMUM OF THE REQ'D 10% COS SHALL BE IMPROVED.
IMPROVED COS TO BE LOCATED ON OUT PARCEL B AS SHOWN ON THIS PLAT.

THE 10% REQUIRED COS AREA TO BE PROVIDED COLLECTIVELY ON THE EIGHT INDIVIDUAL OUT PARCELS. COS LOCATIONS SHALL BE DETERMINED AND PERMITTED DURING INDIVIDUAL OUT PARCEL DEVELOPMENT PLANS. EACH OUT PARCEL SHALL PROVIDE THEIR SHARE OF THE REQUIRED 10% COS, TO BE DETERMINED BY A RATIO OF THE PARCEL SIZE/OVERALL DEVELOPMENT SIZE X 1.181 AC.

OPEN SPACE CACULATION

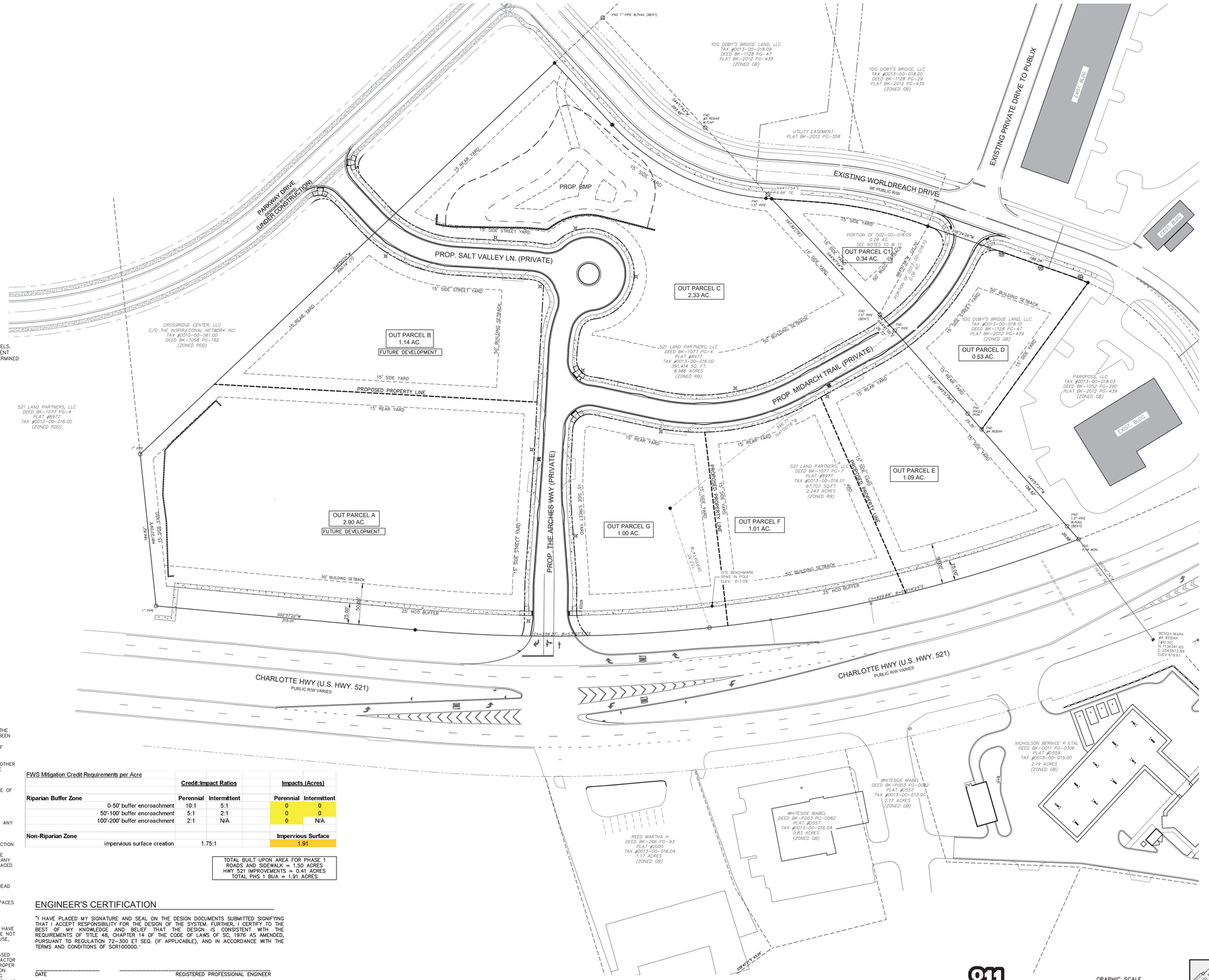
REQUIRED OPEN SPACE PER PARCEL : 10% PER UDO 4.3.2.L.

PARCEL	SIZE (AC.)	REQ'D OPEN SPACE
OP – A	2.90	0.290 AC.
OP – B	1.14	0.114 AC.
OP – C	2.33	0.233 AC.
OP – D	0.53	0.053 AC.
OP – E	1.09	0.109 AC.
OP – F	1.01	0.101 AC.
OP – G	1.00	0.100 AC.

SHEET NO.	Title
C0.0	COVER PAGE
C0.1	PROJECT NOTES
C0.2	EXISTING CONDITION/DEMOLITION PLAN
C1.0	SITE PLAN
C1.1	LANDSCAPE PLAN
C1.2	ROAD PROFILES
C2.0	HWY 521 ROAD IMPROVEMENT PLAN
C2.2	HWY 521 ROAD IMPROVEMENT PLAN
C2.3	SCDOT TRAFFIC CONTROL TYPICAL DETAILS
C2.4	HWY 521 ROAD IMPROVEMENT DETAILS
C2.5	HWY 521 LANDSCAPING PLAN
C3.0	GRADING AND DRAINAGE PLAN
C3.1	STORM DRAINAGE PROFILES
C3.2	STORM DRAINAGE PROFILES
C3.3	BMP PLAN
C3.4	BMP DETAILS
C3.5	DRAINAGE AREA MAP
C3.6	PRE DEVELOPED DA MAP
C3.7	POST DEVELOPED DA MAP
C4.0	PHASE 1 EROSION CONTROL
C4.1	PHASE 2 EROSION CONTROL
C4.2	PHASE 3 EROSION CONTROL
C5.0	DETAILS AND SPECIFICATIONS
C5.1	DETAILS AND SPECIFICATIONS
C5.2	DETAILS AND SPECIFICATIONS
C5.3	DETAILS AND SPECIFICATIONS
C5.4	DETAILS AND SPECIFICATIONS
C5.5	DETAILS AND SPECIFICATIONS

GENERAL NOTES:

1. THIS MAP IS NOT A CERTIFIED SURVEY. BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY THE ISAACS GROUP, PC. THE PHYSICAL AND TOPOGRAPHIC DATA PROVIDED IN THESE DRAWINGS HAS BEEN COMPILED BY THE ISAACS GROUP AND THE ENGINEER OF RECORD (ENGINEER) IN SUPPORT OF THIS PROJECT AND CANNOT BE RELIED UPON BY OTHERS. "THE ISAACS GROUP" AND "THE ENGINEER OF RECORD" SHALL DEFINE THE TERM OF "ENGINEER" USED IN THE SUBSEQUENT NOTES.
2. THE EXISTING UTILITIES SHOWN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THIS PLAN AND THE UTILITIES SHOWN ON THIS PLAN MAY NOT BE IN THE EXACT LOCATIONS AS SHOWN. THE ISAACS GROUP, P.C. ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN OR ANY OMISSIONS IN SHOWING EXISTING UTILITIES THAT MAY BE WITHIN THE PROJECT AREA. THE CONTRACTOR IS 100% RESPONSIBLE FOR UTILIZING A PRIVATE LOCATOR AND APPROPRIATE UTILITY COMPANIES TO LOCATE THE SIZE, LOCATION, INVERTS, DEPTHS AND EXISTENCE OF ALL EXISTING UTILITIES (ELECTRICAL, MECHANICAL, WATER, TELEPHONE, FIBER OPTIC, GAS, ETC.) TO HIS/HER SATISFACTION PRIOR TO COMMENCEMENT OF CONSTRUCTION AND EXCAVATION ACTIVITIES. CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED EXCAVATION SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY.
3. PROVIDE MINIMUM OF 48 HOUR NOTICE TO OWNER OR REPRESENTATIVE PRIOR TO INTERRUPTION OF ANY EXISTING UTILITY, IF BEING UTILIZED.
4. THE CONTRACTOR IS RESPONSIBLE FOR REPAIR AND/OR REPLACEMENT OF ANY UTILITIES DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR LOCATION & PROTECTION OF EXISTING ABOVE AND BELOW GROUND UTILITIES AND STRUCTURES. ANY AND ALL MAINS OR INDIVIDUAL SERVICES PRESENTLY IN SERVICE WHICH ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE ISAACS GROUP, P.C. ANY AND ALL MAINS OR INDIVIDUAL SERVICES PRESENTLY NOT IN SERVICE AND WHICH ARE TO BE REPLACED DURING THE COURSE OF CONSTRUCTION MAY BE REMOVED AND LEGALLY DISPOSED OF IF DAMAGED DURING CONSTRUCTION.
5. THE CONTRACTOR SHALL USE EXTREME CARE WHEN WORKING NEAR ALL UNDERGROUND AND OVERHEAD UTILITIES.
6. HANDICAP SIGNAGE TO BE INSTALLED IN ACCORDANCE WITH A.D.A STANDARDS AT H/C PARKING SPACES SHOWN.
7. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN OBTAINED PRIOR TO CONSTRUCTION. THESE PERMITS AND APPROVALS MAY INCLUDE BUT ARE NOT LIMITED TO GRADING, DEMOLITION, ZONING, BUILDING, DRIVEWAY, DETENTION, SUBDIVISION, SPECIAL USE, SEWER AND WATER.
9. PROPOSED LOCATIONS AND SIZES OF UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS ARE BASED UPON DESIGN CONSTRAINTS IDENTIFIED BY THE ENGINEER AND SHOULD BE VERIFIED BY THE CONTRACTOR TO ENSURE CONSISTENCY WITH THE MECHANICAL, ELECTRICAL AND PLUMBING PLANS TO ENSURE PROPER COORDINATION AND PLAN CONSISTENCY. ANY DISCREPANCIES BETWEEN THE INFORMATION SHOWN ON THESE DRAWINGS AND DRAWINGS PREPARED BY OTHER DESIGN CONSULTANTS NOT SUBCONTRACTING DIRECTLY WITH THE ISAACS GROUP / ENGINEER SHOULD BE REPORTED IMMEDIATELY UPON DISCOVERY AS NEEDED TO RESOLVE.
10. THE PORTION OF PARCEL 0013-00-018.09 AND THE PORTION OF PARCEL 0013-00-018.10 SHALL BE REZONED FROM GB TO RB PRIORR TO RECOMBINATION OF PARCEL INTO OUT PARCEL C.
11. REMAINDER OF OUT PARCEL D (AFTER CONSTRUCTION OF DRIVEWAY B) MAY BE REZONED FROM GB TO RB IF PROPOSED USE WARRANTS REZONING.
12. PER UDO SECTION 4.3.2.G.5.E INTERCONNECTIVITY BETWEEN OUTPARCELS WILL BE DETERMINED AS INDIVIDUAL LOT PLANS ARE SUBMITTED.
13. IF ANY OUT PARCEL HAS MORE THAN 40,000 S.F. OF BUILDING AREA AN IMPROVED COMMON OPEN SPACE ON SAID OUT PARCEL WILL BE REQUIRED PER UDO 4.3.2.F.5.b. THIS REQUIREMENT WILL BE EVALUATED PER PARCEL AS INDIVIDUAL PARCEL DEVELOPMENT PLANS ARE SUBMITTED.



FWS Mitigation Credit Requirements per Acre				
	Credit:Impact Ratios		Impacts (Acres)	
Riparian Buffer Zone	**Perennial**	**Intermittent**	**Perennial**	**Intermittent**
0-50' buffer encroachment	10:1	5:1	0	0
50'-100' buffer encroachment	5:1	2:1	0	0
100'-200' buffer encroachment	2:1	N/A	0	N/A
Non-Riparian Zone			**Impervious Surface**	
impervious surface creation	1.75:1		1.91	

TOTAL BUILT UPON AREA FOR PHASE 1
ROADS AND SIDEWALK = 1.50 ACRES
HWY 521 IMPROVEMENTS = 0.41 ACRES
TOTAL PHS 1 BUA = 1.91 ACRES

ENGINEER'S CERTIFICATION

"I HAVE PLACED MY SIGNATURE AND SEAL ON THE DESIGN DOCUMENTS SUBMITTED SIGNIFYING THAT I ACCEPT RESPONSIBILITY FOR THE DESIGN OF THE SYSTEM. FURTHER, I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE DESIGN IS CONSISTENT WITH THE REQUIREMENTS OF TITLE 48, CHAPTER 14 OF THE CODE OF LAWS OF SC, 1976 AS AMENDED, PURSUANT TO REGULATION 72-300 ET SEQ. (IF APPLICABLE), AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SCR100000."

DATE REGISTERED PROFESSIONAL ENGINEER

"I HEREBY CERTIFY THAT THIS PLAN IS DESIGNED TO CONTAIN SEDIMENT ON THE PROPERTY CONCERNED AND TO PROVIDE FOR THE CONTROL OF STORMWATER RUNOFF FROM THE PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL THE PROVISIONS ARE IN ACCORDANCE WITH THE STORMWATER MANAGEMENT AND SEDIMENT CONTROL ORDINANCE OF LANCASTER COUNTY, SOUTH CAROLINA."

DATE REGISTERED PROFESSIONAL ENGINEER

FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY FEMA F.I.R.M. MAP NUMBER 45057C0078E, DATED MAY 16, 2017

RTAP-1 NARRATIVE
1. ADDED LANDSCAPING ON HWY 521 MEDIAN.
2. ADDED NOTE 13.
3. ADDITION OF STORM BOX JB-6B1
4. CORRECTED STORM BOX CB-4A CURB ELEV.

811 Know what's below. Call before you dig.
THE EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND SHOULD NOT BE RELIED UPON AS THE EXACT LOCATION OR A COMPLETE INVENTORY WHEN PERFORMING SITE EXCAVATION. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, CONTACT "811" AND ALL UTILITY COMPANIES NOTIFIED TO VERIFY THE LOCATIONS AND EXISTENCE OF EXISTING UTILITIES.

GRAPHIC SCALE
50 0 25 50 100
1 INCH = 50 FEET

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 21365 ANTHONY B. COWAN

THE ISAACS GROUP, P.C. ENGINEERING & LAND SURVEYING COA 1037 CERTIFICATE OF AUTHORIZATION

Digitally signed by Anthony B. Cowan, P.E.
Date: 2023.04.06 13:58:59-04'00'

NO.	BY	DATE	REVISION
1	RER	9/12/22	REVISED PER COUNTY COMMENTS
2	RER	11/8/22	REMOVE 521 CHEVRON
3	RER	2/22/23	RTAP-1
4	RER	4/05/23	REVISED RTAP-1 PER COMMENTS

Project: THE ARCHES PHS-1
HIGHWAY 521, INDIAN LAND, SC
Title: COVER PAGE
File #: 21186-S-PLANS.DWG | Date: 06/17/22 | Project Egr: ABC | Design By: RER | Drawn By: OTH | Scale: 1"=50'

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

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P:\Active Projects\York Development\The Arches 21186\Engineering\Design Drawings\Current\SHEET\21186-S-PLANS.dwg, 4/5/2023 1:58:22 PM, rovillos, 1:1

RECORDED THIS 6th DAY
OF APRIL, 2018
IN BOOK 0 PAGE 0

Auditor, Lancaster County, SC

LANCASTER COUNTY GIS
Tax Map:
0013 00 018 04

2018004373

DEED
RECORDING FEES $15.00
STATE TAX $2600.00
COUNTY TAX $1100.00
PRESENTED & RECORDED:
03-29-2018 04:32 PM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JENNIFER REESE ROD
BK:DEED 1128
PG:47-55

AFTER RECORDATION RETURN TO:

Troutman Sanders LLP
Michael F. Tomlinson, Esq.
301 S. College Street
Suite 3400
Charlotte, NC 28202

SEND SUBSEQUENT TAX BILLS TO:

YDG Doby's Bridge Land, LLC
c/o York Development Group
14021 Conlan Circle, Suite B-10
Charlotte, NC 28277

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE
(SPECIAL WARRANTY)

KNOW ALL MEN BY THESE PRESENTS, THAT **DOBY'S BRIDGE ROAD DEVELOPMENT PARTNERS, LLC**, a North Carolina limited liability company, whose address is 1101 Red Ventures Drive, Fort Mill, South Carolina 29707 (hereinafter referred to as "Grantor"), for and in consideration of the sum of [see attached Affidavit of Value] to Grantor in hand paid at and before the sealing of these Presents by, **YDG DOBY'S BRIDGE LAND, LLC**, a North Carolina limited liability company (hereinafter referred to as "Grantee"), whose address is 14021 Conlan Circle, Suite B-10, Charlotte, North Carolina 28277 (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release unto the said Grantee, its successors and assigns forever, the following described property (the "Premises"), to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING EXCEPTIONS:

SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

And, SUBJECT TO the matters set forth above, Grantor does hereby bind Grantor and Grantor's heirs, successors and assigns, executors, administrators and other lawful representatives, to warrant and forever defend all and singular the Premises unto Grantee and Grantee's heirs, successors and assigns against Grantor and Grantor's successors lawfully claiming, or to claim, the same or any part thereof but no others.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed and delivered the within Title to Real Estate (Special Warranty) effective as of the 28 day of March, 2018.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Witness #1: Kristy Foster

Print Name: Kristy Foster

Witness #2: A Devin Gathin

Print Name: A Devin Gathin

DOBY'S BRIDGE ROAD DEVELOPMENT PARTNERS, LLC, a North Carolina limited liability company

By: _____

Name: Douglas A. Baumgartner

Title: Manager

STATE OF North Carolina

COUNTY OF Mecklenburg

I, Kristy Ann Foster, Notary Public, do hereby certify that Douglas A. Baumgartner, Manager of **DOBY'S BRIDGE ROAD DEVELOPMENT PARTNERS, LLC**, a North Carolina limited liability company, personally appeared before me this day, and acknowledged to me that he duly executed the foregoing document for the purpose stated therein on behalf of said limited liability company.

Witness my hand and official seal, this 12th day of March, 2018.

Kristy Ann Foster

Official Signature of notary

Kristy Ann Foster

Notary's printed or typed name, Notary Public

My Commission Expires: April 12, 2021

(Official Seal)

KRISTY ANN FOSTER NOTARY PUBLIC IREDELL COUNTY, N. C.

EXHIBIT "A"

Parcel One (Adjacent Property Tract 1)

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lancaster County, South Carolina, being more particularly described as follows:

Starting at a 1" pipe found on the northern margin of Collins Road (66' Public R/W) a common corner with lands of Collins Road Investments, LLC, (Deed Book 789, Page 157 & Plat Book 2013, Page 385 as recorded in the Lancaster County Public Registry), thence with the shared line of the Collins Road Investment Property N. 45-52-29 W. 853.39 feet to a #4 rebar, being the Point and Place of Beginning;
Thence the following three (3) courses and distances:

1) S. 72-47-36 W. 382.97 feet to a #4 rebar;
2) With a curve to the right having a radius of 533.00 feet, an arc length of 90.17 feet, (subtended by a chord S. 11-43-39 W. 90.06 feet) to a #4 rebar;
3) S. 16-34-26 W. 12.52 feet to a #4 rebar on the margin of Hendley Creek Road (66" Public R/W); Thence with the right-of-way N. 73-25-34 W. 66.00 feet to a #4 rebar; Thence leaving the right-of-way N. 63-51-56 W. 121.70 feet to a found 2" pipe, a common corner with lands of 521 Land Partners (Deed Book 1077, Page 4, Plat #8977, as recorded in the Lancaster County Public Registry); Thence with the shared 521 Partners line the following two (2) courses and distances:
1) N. 44-19-31 E. 197.82 feet to a found 1.5" pipe
2) N. 44-19-59 E. 293.46 feet to a found 0.5" pipe,

in the westerly line of the lands now or formerly of Crossridge Center (Deed Book-1058, Page 192); Thence with the Crossridge Center line S. 45-52-29 E. 302.19 feet to a point returning to the Point and Place of Beginning, and containing 2.076 acres, (90,431 square feet) more or less.

AND

Parcel Two (Adjacent Property Tract #2-B)

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lancaster County, South Carolina, being more particularly described as follows:

Starting at an 1" pipe found on the northern margin of Collins Road (66' Public R/W) a common corner with lands of Collins Road Investment, LLC.(Deed Book 789, Page 157 & Plat Book 2013, Page 385 as recorded in the Lancaster County Public Registry), thence with the shared line of the Collins Road Investment N. 45-52-29 W. 1155.58 feet to a found 0.5" pipe, a common corner with lands of Doby's Bridge Road Development Partners (Deed Book 660, Page 88, as recorded in the Lancaster County Public Registry); Thence with the Doby's Bridge line the following two (2) courses and distances:

1) S. 44-19-59 W. 293.46 feet to a found 1.5" iron pipe;
2) S. 44-19-31 W. 197.82 feet to a found 2" pipe, a common corner of lands of 521 Land Partners (Deed Book 1077, Page 7, Plat #8977, as recorded in the Lancaster County Public Registry) and being the Point and Place of Beginning; Thence S. 63-51-56 E. 121.70 feet to a #4 rebar at the northwest corner of the margin of Hendley Creek Road (66' Public R/W); Thence with the right-of-way the following two (2) courses and distances:
1) S. 16-34-26 W. 186.04 feet to a point;
2) With a curve to the right having a radius of 267.00 feet, an arc length of 19.52 feet (subtended by a chord S. 18-40-06 W. 19.52 feet) to a #4 rebar;

Thence N. 56-42-15 W. 219.37 feet to a #4 rebar on the southern property line of the 521 Land Partners property; Thence with the 521 Land line the following two (2) courses and distances:

1) N. 45-57-48 E. 159.20 feet to a found 2.5" pipe;
2) N. 44-29-16 E. 27.07 feet to a found 2" pipe, returning to the Point and Place of Beginning, and containing 0.742 acres, (32,304 square feet) more or less.

AND

Parcel Three (Outparcel 5)

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lancaster County, South Carolina, being more particularly described as follows:

Starting at an 1" pipe found on the northern margin of Collins Road (66' Public R/W) a common corner with lands of Collins Road Investment (Deed Book 789, Page 157 & Plat Book 2013, Page 385 as recorded in the Lancaster County Public Registry), thence with Collins Road the following two (2) courses and distances:

1) S. 36-10-10 W. 310.42 feet to a point;
2) S. 36-10-08 W. 196.90 feet to a #4 rebar, thence leaving Collins Rd R/W

N. 40-26-36 W. 129.00 feet to a #4 rebar, being the Point and Place of Beginning; Thence the following seven (7) courses and distances:

1) S. 49-33-24 W. 196.80 feet to a #4 rebar;
2) N. 47-04-23 W. 43.27 feet to a point;
3) With a curve to the right having a radius of 480.00 feet, an arc length of 55.54 feet (subtended by a chord N. 43-45-29 W. 55.51 feet), to a point;
4) N. 40-26-36 W. 21.01 feet to a #4 rebar;
5) N. 35-58-28 E. 190.32 feet to a #4 rebar;
6) N. 49-33-24 E. 20.00 feet to a #4 rebar;
7) S. 40-26-36 E. 164.10 feet to a #4 rebar, returning to the Point and Place of

Beginning, and containing 0.670 acres, (29,208 square feet) more or less.

AND

Parcel Four (Outparcel 6)

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lancaster County, South Carolina, being more particularly described as follows:

Starting at a 1" pipe found on the northern margin of Collins Road (66' Public R/W) a common corner with lands of Collins Road Investment (Deed Book 789, Page 157 & Plat Book 2013, Page 385 as recorded in the Lancaster County Public Registry), thence with Collins Road the following two (2) courses and distances:

1) S. 36-10-10 W. 310.42 feet to a point;
2) S. 36-10-08 W. 196.90 feet to a #4 rebar, being the Point and Place of Beginning;

Thence continuing with the right-of-way of Collins Road the following two (2) courses and distances:

1) S. 36-10-08 W. 6.68 feet to a point;
2) S. 35-53-40 W. 175.27 feet to a point; Thence leaving Collins Rd R/W the

following three (3) courses and distances:

1) N. 47-04-23 W. 173.10 feet to a point;
2) N. 49-33-24 E. 196.80 feet to a point;
3) S. 40-26-36 E. 129.00 feet to a point; returning to the Point and Place of

Beginning, and containing 0.650 acres, (28.321 square feet) more or less.

Easement Parcel:

Together with certain easements as set forth in that certain Covenants, conditions, restrictions (including use restrictions) easements, common area expenses, and liens provided for in Declaration of Restrictions, Covenants and Conditions and Grant of Easements Cross Creek Shopping Center recorded October 17, 2012 in the office of the Register of Deeds for Lancaster County in Book 692 at Page 68; as amended by First Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easements for Cross Creek Shopping Center recorded October 7, 2014 in Book 824 at page 224; as further amended by Second Amendment to Declaration of Restrictions, Covenants and Conditions and Grant of Easements for Cross Creek Shopping Center recorded November 13, 2017 in Book 1095 at Page 324, aforesaid records, and any related maps, plans, bylaws and other document(s) and amendment(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or

source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

AND

Parcel Five (Remainder Parcel Across U.S. Highway 521 (0.630 Acre Parcel)

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Lancaster County, South Carolina, being more particularly described as follows:

Beginning at a point at the intersection of the right-of-way of U.S. Highway 521 (Public R/W Varies) and Doby's Bridge Road (Public R/W Varies); Thence with the right-of-way of Doby's Bridge Road the following three (3) courses and distances:

1) S. 58-13-27 W. 47.82 feet to a #4 rebar;
2) With a curve to the right having a radius of 190.00 feet, an arc length of 175.33 feet (subtended by a chord S. 84-39-38 W. 169.18 feet) to a #4 rebar;
3) With a curve to the right having a radius of 1595.49, an arc length of 54.26 feet (subtended by a chord N. 67-55-44 W. 54.26 feet) to a #4 rebar, a common corner with lands now or formerly of Gate Petroleum Company (Deed Book 679, Page 296);

Thence with the shared line of Gate Petroleum N. 45-57-19 E. 249.14 feet to a #4 rebar on the right-of-way of U.S. Highway 521; Thence with the right-of-way of U.S. Highway 521 with a curve to the left having a radius of 1992.06 feet, an arc length of 172.55 feet (subtended by a chord S. 27-44-33 E. 172.50 feet) to a point returning to the Point and Place of Beginning, and containing 0.630 acres, (27,465 square feet) more or less.

Each of the above described Parcel One, Parcel Two, Parcel Three Parcel Four, and Parcel Five being shown on that certain ALTA/NSPS Land Title Survey entitled "Doby's Bridge Development Undeveloped Parcels" by The ISAACS Group dated March 26, 2018 with File # 18063-ALTA.

Derivation: This being a portion of the property conveyed to Doby's Bridge Road Development Partners, LLC, a North Carolina limited liability company by deeds from (i) Todd M. Bradshaw and Jill A. Bradshaw dated February 29, 2008 and recorded March 4, 2008 in Book 453 at Page 97 in the office of the Register of Deeds for Lancaster County and (ii) Albert Leon Wilson dated February 28, 2008 and recorded March 4, 2008 in Book 453 at Page 103 in the office of the Register of Deeds for Lancaster County.

Tax Map Number: p/o 0013-00-018.00

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes or assessments for the year 2018, and subsequent years, not yet due and payable.

2. All easements, covenants, conditions, restrictions and other encumbrances of record.

3. Any applicable municipal, zoning and subdivision law, ordinance or regulation which may affect the use, maintenance or ownership of the property herein conveyed.

4. All matters that would be shown on a current and accurate survey or inspection of the property.

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

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

1. The undersigned have read the information on this affidavit and understand such information.

2. The property being transferred is a p/o Tax Parcel No. 0013-00-018.00 and is located in Lancaster County, South Carolina, and was transferred by **DOBY'S BRIDGE ROAD DEVELOPMENT PARTNERS, LLC**, to **YDG DOBY'S BRIDGE LAND, LLC** on March 28, 2018.

3. Check one of the following: The deed is

(a) ___X___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information Section of affidavit):_____ (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____

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

(a) ___X___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $1,000,000.00.

(b) _____ The fee is computed on the fair market value of the realty which is $_____.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check Yes___ or No _X_ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: $_____

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: $1,000,000.00

(b) Place the amount listed in item 5 above here: $ _____
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and place result here: $1,000,000.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $3,700.00.

8. As required by Code Section 12-24-70, the undersigned states that it is a responsible person who was connected with the transaction as: Attorney.

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

Michael F. Tomlinson, Esq.

SWORN to before me this 22nd
day of March, 2018.

Kristy Ann Foster
Notary Public for North Carolina
My Commission Expires: April 22, 2021

(Notary Seal)

KRISTY ANN FOSTER NOTARY PUBLIC IREDELL COUNTY, N. C.

I335489v1 247980.000021

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 18, 2024 and Monday, July 15, 2024, 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-2024-0910: Application by Mason McClure and Hecks LLC and John Hecimovich for a Conditional Use permit for Vehicle Services: Major Repair/ Bodywork (body shop/collision center) on 1.73 acres at and adjacent to 9868 Harrisburg Road (TM# 0005-00-100.05 and 0005-00-100.06).
2. RZ-2021-2791: Application by Doug Baumgartner for YDG Doby's Bridge Land LLC to rezone two parcels totaling 2.349 acres (TM 0013-00-018.09 & 0013-00-018.10) located on World Reach Drive, from General Business (GB) to Regional Business (RB) district, to allow appropriate commercial development uses.
3. RZ-2024-0623: Application by Ben Stevens for BRD Land and Investments, and owners Richard Connors et al family members to rezone 26.94 acres located at 2941 Hwy 521 Bypass (TM #0081-00-045.01) from Neighborhood Business (NB) to Medium Density Residential (MDR) district in order to develop a single-family residential neighborhood.
4. RZ-2024-0826: Application by Jeffrey C. Hinson to rezone 1.041 acres located at 6989 Pageland Hwy (TM #0056-00-012.00) from Rural Business (RUB) to Rural Residential (RR) district in order to allow conforming expansion of residential use (home occupation use).
5. RZ-2024-0878: Application by Mark Henninger for Lennar Carolinas LLC and Williamson Farm Lane LLC to rezone 291.48 acres at and adjacent to 1080 Williamson Farm Lane (TM #0049-00-004.02) from Low Density Residential (LDR) to Medium Density Residential (MDR) in order to develop a single-family residential subdivision.
6. RZ-2024-1011: Application by Lancaster County to rezone 6.8 acres at 2001 Charlotte Highway (p/o TM# 0062-00-005.01) from General Business (GB) to Institutional (INS) district, in order to convert the existing structures to use as county offices.
7. RNC-2024-0966: Application by Myra Reece for SCDHEC to rename DHEC Road, a state-maintained private shared drive off Grace Avenue 0.16 miles south of the intersection with Chester Hwy/Route 9. Per UDO Sec 6.11.5. The requested name is Environmental Drive

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 18, 2024, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2024-1869: Application by Moody Group/Jan Ringeling on behalf of Barberville Developers LC and Martin Senior and Associates for a Preliminary Plat for two parcels totaling 2.0 acres located at the northwest corner of Barberville Road and Fort Mil Highway (TM #s 0006-00-057.00 and 0006-00-058.00), in order to create a multi-parcel commercial development with central shared access.

The following items require review by the Lancaster County Planning Commission on Tuesday, June 18, 2024, but do not require a public hearing.

1. NRN-2024-0924 New Road Names: Group Submittal, pursuant to Section 9.2.17.A.2 of the Unified Development Ordinance.
2. NRN-2024-0830 Coyote Trail: shared private drive name 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.

ished in The Lancaster News,
arolina, in accordance with

spaper Rep Signature

Kristi Rees

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133



PUBLIC HEARING NOTICE

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MONDAY A6 SPORTS A10 FEATURES
SUNDAY A9 OPINION A8 CLASSIFIEDS
SATURDAY A7 JUST FOR FUN A5 EDUCATION

INDEX

WEATH

170TH YEAR • NO. XX
XX SECTION • XX PAGES

Randy Sutton places flags on grave of fallen soldiers in Lancaster Memorial Park on Sunday. Sutton served in Vietnam in 1968-69.

Brandon Hunter

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 1st 2024.

SWORN to before me this 3rd day of June, 2024

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature Kristi Rees

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1917 / Planning Case Number: RZ-2024-0623
Contact Person / Sponsor: M. Blaszyk / Planning Department
Department: Planning
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Application by Ben Stevens for BRD Land and Investments, and owners Richard Connors et al family members to rezone 26.94 acres located at 2941 Hwy 521 Bypass (TM #0081-00-045.01) from Neighborhood Business (NB) to Medium Density Residential (MDR) district in order to develop a single-family residential neighborhood.

Strategic Plan Focus Area Alignment:

Points to Consider:
The applicant has requested to rezone a parcel of 26.94 acres. The intent is to develop a single-family residential subdivision.

The applicant has submitted a sketch plan of their design for technical review, and scoping documents for the Traffic Impact Analysis are submitted.

The subject parcel is currently zoned Neighborhood Business and is surrounded by a variety of zoning districts including Low Density Residential, General Business, Professional Business, Neighborhood Business, Rural Neighborhood, and Medium Density Residential across Old Camdem Highway.

Subject parcel is classified as Growth Area according to the Comprehensive Plan.

The schools that would be affected by this rezoning include Clinton and Brooklyn Springs Elementary, AR Rucker and South Middle, and Lancaster High School.

Concerns stated by members of the public included the following:

Prefers Low Density Residential Zoning District over Medium Density Residential Zoning District.
The 55 miles per hour speed limit posted on Kershaw Camden Highway with the blind rise found on the road has the potential to create accidents in the future if not properly mitigated. Further exclaimed the need for a traffic light for the proposed development to allow people to safely enter and exit the development
The number of proposed homes was a concern for neighboring properties in the area. Claiming it does not fit with the rural setting.
An adjacent property owner has an access easement on the subject parcel. Was concerned they would lose his access with this proposal.
Concerns about the loss of trees, wildlife, polluting of streams, and light bleed onto adjacent parcels were raised.

Funding and Liability Factors:

Recommendation:
Planning Commission voted unanimously in favor of the rezoning proposal.

Staff also recommended approval

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1917	7/8/2024	Ordinance
Staff Report	6/24/2024	Planning Staff Report
Location Map	6/4/2024	Backup Material
Application	6/4/2024	Backup Material
Sketch Plan	6/4/2024	Backup Material
Sketch Plan Comments	6/4/2024	Backup Material
Recorded Deed	6/5/2024	Backup Material
Neighborhood Meeting Notice	6/4/2024	Backup Material
Public Hearing Notice for Ordinance 2024-1917 (Planning Department Case Number: RZ-2024-0623)	6/26/2024	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1917**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 26.94 ACRES (TM# 0081-00-045.01), WHICH IS LOCATED ADJACENT TO 2491 HWY 9 BYPASS, FROM NEIGHBORHOOD BUSINESS (NB) DISTRICT TO MEDIUM DENSITY RESIDENTIAL (MDR) DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Ben Stevens/BRD Land & Investments applied to rezone a 26.94-acre parcel of real property (TM# 0081-00-045.01) owned by Richard Connors et al, being located adjacent to 2491 Hwy 9 Bypass, from Neighborhood Business (NB) District to Medium Density Residential (MDR) District in order to construct a single-family residential neighborhood.

(b) The Future Land Use Category of the subject property is Growth Area, which the Lancaster County 2040 Comprehensive Plan describes as *"intended to designate areas where growth should occur based on the availability of supportive infrastructure and land. These areas are intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares. Supportive infrastructure required to provide development includes adequate roadways, water and sewer availability, school capacity, emergency services, and similar services."*

(c) The proposed use, a single-family residential neighborhood, is consistent with the 2040 Future Land Use Plan and is allowed in the requested zone, Medium Density Resdiential (MDR) District.

(d) On June 18, 2024, the Lancaster County Planning Commission held a duly notified and advertised public hearing on the proposed rezoning and, by a 4-0 vote, recommended approval of the rezoning request.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Neighborhood Business (NB) District to Medium Density Residential (MDR) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map Number 0081-00-045.01, located adjacent to 2491 Hwy 9 Bypass, Lancaster.

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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 15, 2024
Public Hearing: July 15, 2024
Second Reading: August 12, 2024
Third Reading: August 26, 2024

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to rezone 26.94 acres of property
PROPERTY LOCATION:	Adjacent to 2491 Hwy 9 Bypass (TM #0081-00-045.01) with additional frontage on Kershaw-Camden Highway
CURRENT ZONING DISTRICT:	Neighborhood Business (NB)
PROPOSED ZONING DISTRICT:	Medium Density Residential (MDR)
APPLICANT:	Ben Stevens for BRD Land & Investments and Owner**:** Richard Connors et al family members
COUNCIL DISTRICT:	District 2, Charlene McGriff
STATUTORY NOTICES:	Sign posted 5/29/2024 Hearing notice published 6/01/2024 in The Lancaster News Mailed notices 5/24/2024 Posted agenda in lobby 6/11/2024

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel of 26.94 acres. The intent is to develop a single-family residential subdivision. The applicant has submitted a sketch plan of their design for technical review, and scoping documents for the Traffic Impact Analysis are submitted.

Site Information

The subject parcel is currently zoned Neighborhood Business and is located just to the northwest of the intersection of Highway 9 bypass and Kershaw-Camden Highway, near the location of Carolina Christian Academy. A Sketch Plan of the proposed subdivision has been submitted for review and is attached to this report. The applicant is reviewing Sketch Plan comments and revising their plan per comments received.

Summary of Adjacent Zoning and Uses

The subject parcel is surrounded by residential, commercial and institutional properties which are outlined in the table below. The surrounding area has mixed zoning; Medium Density Residential Zoning District is located 0.12 miles away to the west across Old Camden Highway.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; GB	Vacant; Non-conforming Residential
South	Lancaster County	PB; NB; LDR	Non-conforming Residential (PB & NB); Residential
East	Lancaster County	RN	Agricultural/Residential;
West	Lancaster County	NB	Non-conforming Residential

ANALYSIS & FINDINGS:

Zoning Districts
As previously noted, the subject property is currently in the Neighborhood Business (NB) District. Pursuant to UDO Chapter 2.3, the NB District "… *is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods."*

Requested MDR

UDO Chapter 2.3 describes the requested MDR District as *"…established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 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."*

According to section 9.2.18 of the UDO, Development Agreements are permitted in all residential zoning districts. A Development Agreement would be allowed with the proposed MDR zoning. This can be looked into further during the Preliminary Plat project stage.

Compatibility with Surrounding Area
As noted previously, the subject property is predominately surrounded by non-conforming residential NB, Medium Density Residential, Rural Neighborhood and Institutional zoning. The surrounding uses are primarily residential and institutional in nature.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is a growth area. According to the newly adopted 2024 Comprehensive Plan, Growth Areas are areas intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares.

The requested MDR District is consistent with the Future Land Use Category and the Comprehensive Plan.

Sketch Plan

A sketch plan for the site was submitted for review in the beginning of April of 2024 with reviews wrapping up around mid-April. This step was taken with regard to due diligence, since an approved plan is not a requirement for rezoning. The plan had mostly conditional and not approved comments. The departments with comments with the highest priority concerns included Engineering, Fire Marshal and Planning. Engineering's top concern is associated with the possibility of areas on the parcel draining directly into a stream system instead of the storm water measure on site. The Fire Marshal stated that some of the lots are more than 500 feet from a fire hydrant. Plannings main comments are addressing the maximum length of a cul-de-sac exceeding 600ft and connectivity index being a minimum of 1.3. This sketch plan has not been resubmitted to address comments. This TRC letter has been attached to this packet.

INFRASTRUCTURE CONSIDERATIONS

Transportation: The proposed development to follow the rezoning will take access off Kershaw Camden Highway and/or Highway 9 Bypass.

Public Utilities: There is water available on the parcel and sewer available in the area.

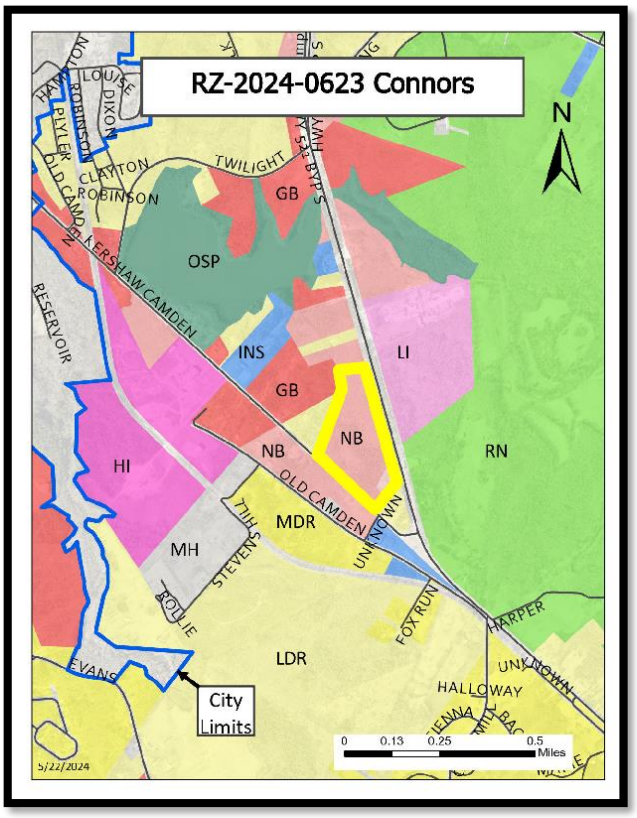
Public Schools:
The school district has not provided any direct feedback regarding this rezoning at this time. The schools that would be affected by this rezoning include Clinton and Brooklyn Springs Elementary, AR Rucker and South Middle, and Lancaster High School. The current and predicted capacity numbers for these schools will be attached to the staff report.

Neighborhood Meeting
The applicant for the project is holding a Public Neighborhood Meeting at the Springdale Recreation Center 260 South Plantation Rd Lancaster, SC 29720 on Tuesday June 11th. Minutes from this meeting will be provided to staff prior to the Planning Commission Meeting on June 18th.

PHOTOS OF PROJECT AREA:



Facing subject parcel on subject property off US 521 Bypass



STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 26.94 acres (TM # 0081-00-045.01) from Rural Neighborhood (RN) District to Medium Density Residential (MDR) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM # 0081-00-045.01.00;
2. That the subject property is currently zoned NB District and proposed to be rezoned MDR District;
3. That access is available on Kershaw-Camden Highway and Highway 9 Bypass;
4. That the proposed rezoning is consistent with the Comprehensive Plan

PLANNING COMMISSION:

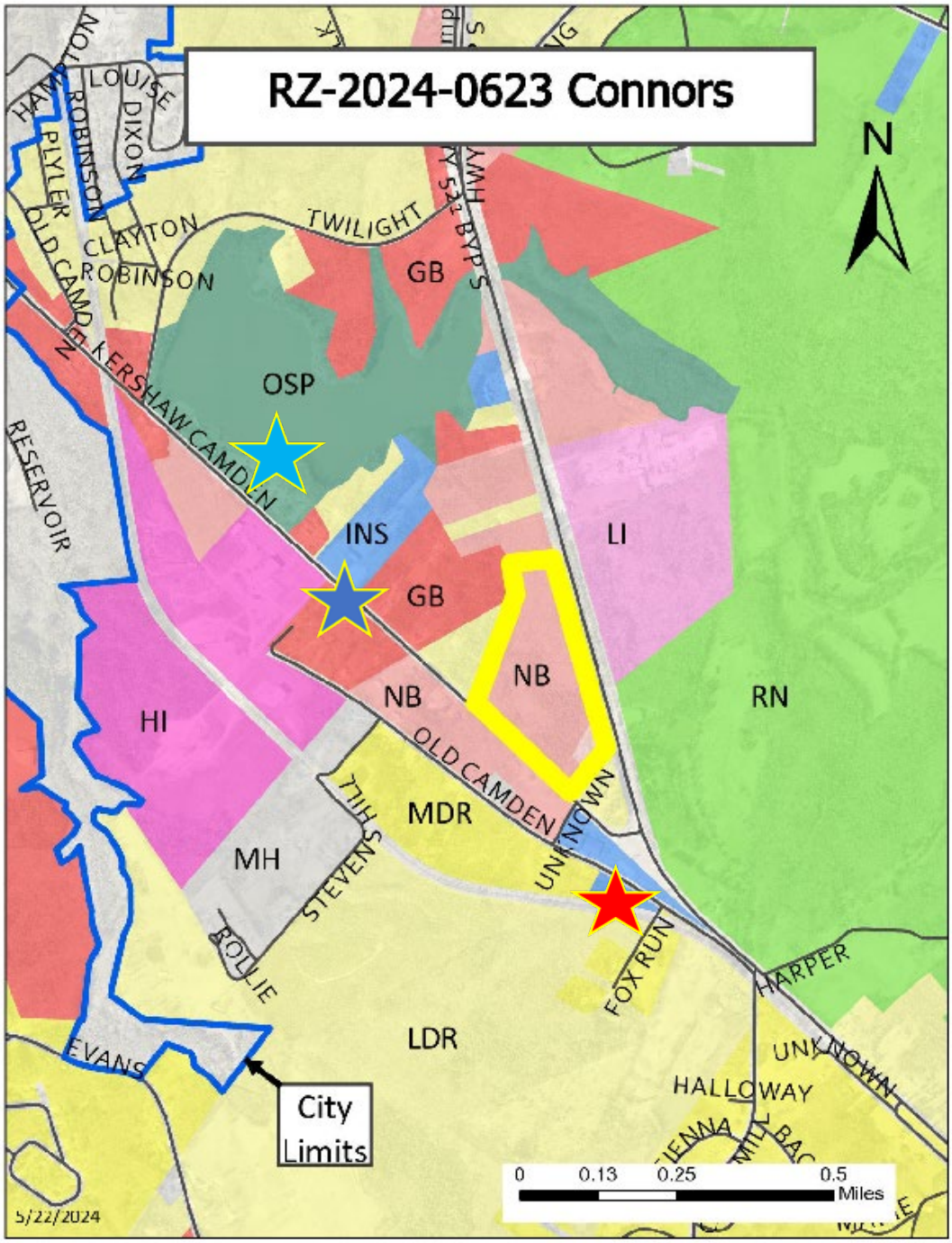
- Planning Commission voted 4-0 with a motion to approve the rezoning proposal
- Concerns stated by members of the public included the following:
    - Understanding that growth happens, wishes it stays rural, prefers Low Density Residential Zoning District over Medium Density Residential Zoning District.
    - The 55 miles per hour speed limit posted on Kershaw Camden Highway with the blind rise found on the road has the potential to create accidents in the future if not properly mitigated. Further exclaimed the need for a traffic light for the proposed development to allow people to safely enter and exit the development
    - The number of proposed homes was a concern for neighboring properties in the area. Claiming it does not fit with the rural setting.
    - An adjacent property owner has an access easement on the subject parcel. Was concerned they would lose his access with this proposal.
    - Concerns about the loss of trees, wildlife, polluting of streams, and light bleed onto adjacent parcels were raised.

ATTACHMENTS:

1. Location Map/ Zoning Map
2. Rezoning Application
3. Sketch Plan
4. Sketch Plan Comments
5. Recorded Deed
6. Neighborhood Meeting Notice

STAFF CONTACT:

Matthew Blaszyk, Planner
mblaszyk@lancastersc.net | 803-416-938



Proposal:
Rezoning NB to MDR

Lancaster County
South Carolina

Canaan Free Will Baptist Church

Carolina Christian Academy

LCWSD Reservoir

Subject Property

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 HWY 521 Bypass South

City Lancaster County State SC Zip 29720 Tax Parcel ID 0081-00-045.01

Current Zoning NB Current Use Vacant, Forested

Proposed Zoning MDR Total Acres 26.94 Ac

Project Description Approximately 58 single family lots at 2.15 DUA. The lots are 10,000 square feet and the developement is to include amenities.

Surrounding Property Description Vacant and single family homes.

CONTACT INFORMATION

Applicant Name Ben Stevens; BRD Land and Investment

Address 234 Kingsley Park Dr., Suite 110

City Fort Mill State SC Zip 29715 Phone 704-953-3425

Fax _____ Email Ben.Stevens@brdland.com

Property Owner Name Richard T Etal Connors

Address 2149 HWY 521 Bypass

City Lancaster State SC Zip 29720 Phone _____

Fax _____ Email _____

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

Applicant _____ Date May 2, 2024

Property Owner(s) Jo Anne Connors Date MAY 3, 2024

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**

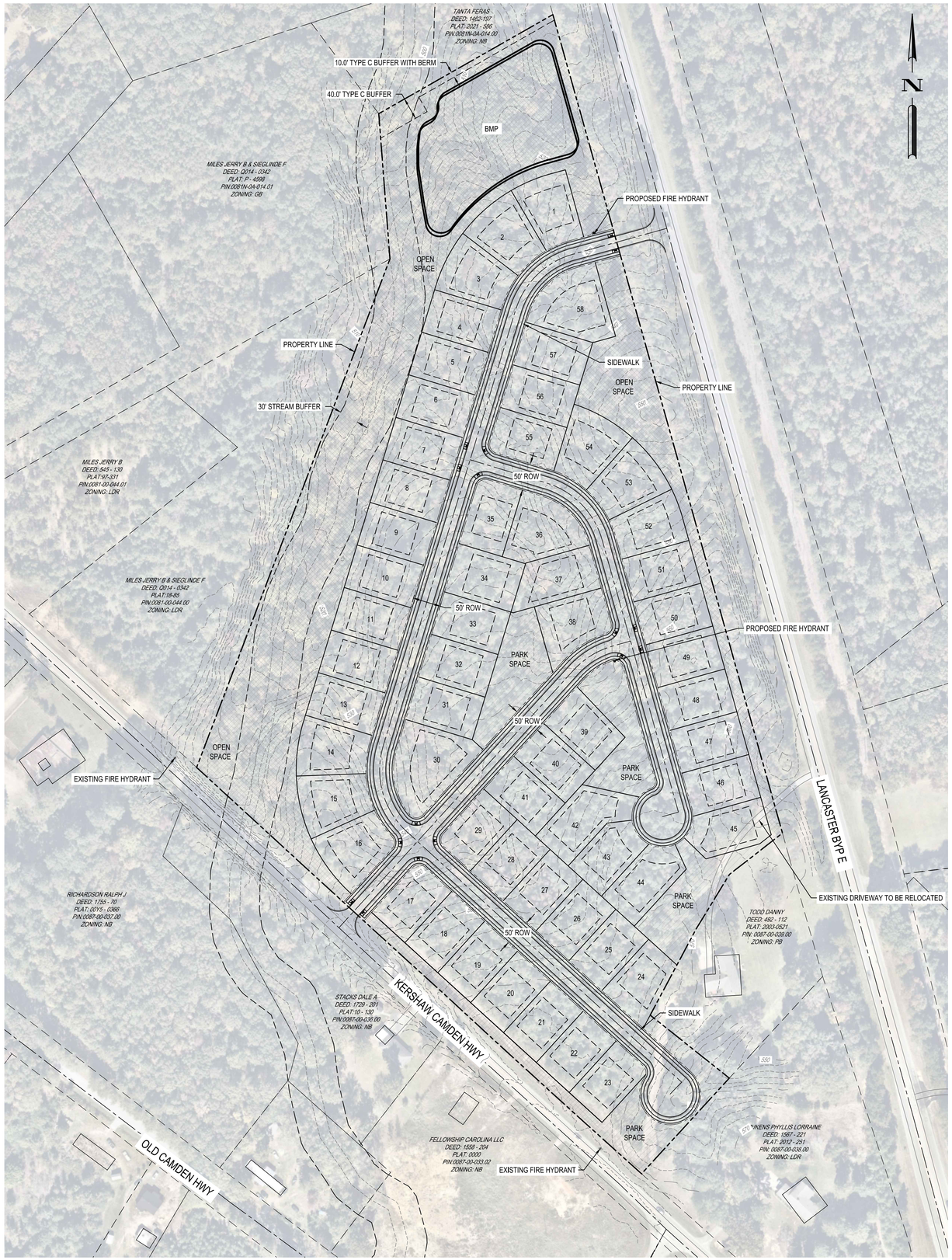
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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



SITE DEVELOPMENT DATA

OWNERS
CONNORS, RICHARD T, ETAL
PARCEL # 0081-00-045.01

DEVLOPER/HOME BUILDER
BULLER RIVER DEVELOPMENTS, LLC

SITE ADDRESS
HWY 521 BY PASS SOUTH
LANCASTER, SC 29720

PLANS PREPARED BY
BGE, INC.
1111 METROPOLITAN AVENUE, SUITE 250
CHARLOTTE, NC 28204
WWW.BGEINC.COM
SC LICENSE # LAF-424

ACREAGE	±26.94 ACRES
EXISTING USES	VACANT, SINGLE-FAMILY HOUSING
PROPOSED USE	SINGLE-FAMILY HOUSING
WATERSHED	CATAWBA
PROPOSED UNITS	58 UNITS
MAXIMUM DUA	2.50 UNITS PER ACRE
PROPOSED DUA	± 2.15 UNITS PER ACRE
MAXIMUM BUILDING HEIGHT:	35'
MINIMUM LOT AREA	10,000 SF
MINIMUM LOT WIDTH	80' (MEASURED AT SETBACK)
TYPICAL LOT SIZE	80' X 125' (10,000 SF)
MAX IMPERVIOUS COVERAGE	55%
MINIMUM OPEN SPACE	20%
PROPOSED OPEN SPACE	20%
MINIMUM PARK SPACE	5%
PROPOSED PARK SPACE	5%

ZONING CODE SUMMARY

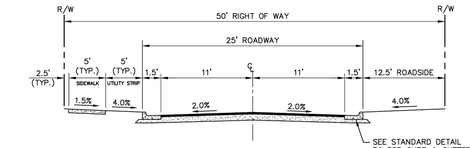
CURRENT ZONING	NB
PROPOSED ZONING	MDR
JURISDICTION	LANCASTER COUNTY

SETBACKS AND BUFFERS

FRONT SETBACK	30'
SIDE YARD	10'
SIDE CORNER SETBACK	15'
REAR YARD	25'

CONNECTIVITY

LINK	9
NODES	6
	(1.5 RATIO)



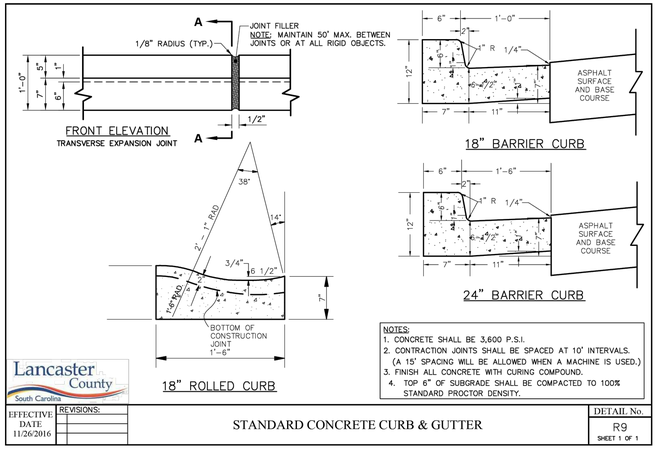
PAVEMENT DESIGN
1.5" TYPE C SURFACE COURSE
1.5" TYPE C INTERMEDIATE COURSE
8.0" A.B.C.

50' RIGHT OF WAY
25' ROADWAY SECTION
SECTION VIEW

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

Lancaster County South Carolina

EFFECTIVE DATE 11/26/2016	REVISIONS:	LOCAL STREET (URBAN)	DETAIL No. R1 SHEET 1 OF 1



FRONT ELEVATION
TRANSVERSE EXPANSION JOINT

18" BARRIER CURB

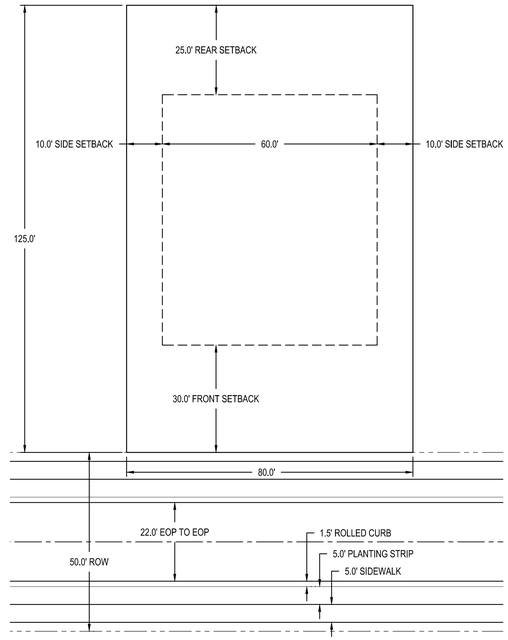
24" BARRIER CURB

18" ROLLED CURB

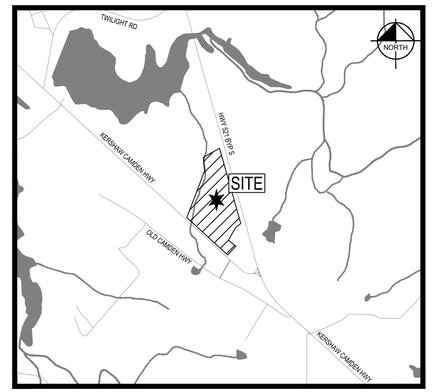
NOTES:
1. CONCRETE SHALL BE 3,600 P.S.I.
2. CONTRACTION JOINTS SHALL BE SPACED AT 10' INTERVALS. (A 15' SPACING WILL BE ALLOWED WHEN A MACHINE IS USED.)
3. FINISH ALL CONCRETE WITH CURING COMPOUND.
4. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY.

Lancaster County South Carolina

EFFECTIVE DATE 11/26/2016	REVISIONS:	STANDARD CONCRETE CURB & GUTTER	DETAIL No. R9 SHEET 1 OF 1



TYPICAL LOT LAYOUT
SCALE: 1" = 20'
*SIDE CORNER SETBACK IS 15' MIN.



SITE LOCATION MAP
NOT TO SCALE

0 50' 100' 200'
SCALE: 1" = 100'

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

REV	DATE	DESCRIPTION

DESIGNED BY: AH
DRAWN BY: AP
REVIEWED BY: WSM

BCE
1111 METROPOLITAN AVE., STE 250
CHARLOTTE, NC 28204
www.bgeinc.com
SC LICENSE #5630
©2024

BULLER RIVER DEVELOPMENTS, LLC
234 KINGSLEY PARK DR, SUITE 110
FORTMILL / SC / 29715

CONNORS
HWY 521 BY PASS SOUTH
LANCASTER / SC / 29720

SUBDIVISION SKETCH PLAN

REGISTERED LANDSCAPE ARCHITECT
State of South Carolina
No. 1521
WILLIAM S. MOWE

SOUTH CAROLINA
BGE, Inc.
No. 5630
CERTIFICATE OF AUTHORIZATION

FILE NUMBER: 12455-02
DATE: 03/28/2024
SK1-0

G:\NCA\Projects\BRD Land\12455-02 - Connors\03 - DWG\PlanSheets\Sketch\2024-0328 - BRDd Connor Sketch Plan.dwg

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

April 17, 2024

William McNab
BGE, Inc.
1111 Metropolitan Ave, Suite 250
Charlotte, NC 28204-

Project Number	20240623
Project Name	Connors
Location	Hwy 521 Bypass South
Stage	Sketch Plan
Parcel(s)	0081-00-045.01
Status	Not Approved

Dear: William McNab

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed in your next plan stage.

Sincerely,

Sincerely,

Chanda Kirkland

Chanda Kirkland, Development Service Coordinator
Lancaster County Government
101 N Main St
Lancaster, SC 29720
P: (803) 416-9390

Plan Review Comments

Building - Darin Robinson - (803) 416-9399
drobinson@lancastersc.net

No Review Needed

Review Comments:

- No Review Needed until possible further details for Park Space, to be made upon next stage Civil plans submittal.

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

Conditional

Review Comments:

General Comments:
1. Most of our comments and questions will be at the Construction Document review of the civil plans. Below are some general observations from the plan submitted.
2. Stream delineation needs to be performed on this site to determine possible presence and location(s) of perennial and intermittent stream(s)
3. Permit(s) from the Army Corp of Engineers will be necessary for any stream crossings and/or filling in the stream buffer areas and/or wetlands for this project. This can be a lengthy process.
4. This site is not in the MS4 district so SCDHEC will have jurisdiction over Stormwater related issues. Our comments are from an engineering and best practices prospective.
5. A traffic impact analysis will need to be completed for this project.
a. Because of the rezoning, the Planning Commission will likely require his prior to considering the rezoning. You will need to verify the timing requirements of this with the Planning Department.
6. This site has many has topographical challenges which must be overcome by careful engineering and quality construction practices.
a. It appears an area to the north west of this parcel will drain directly into the stream system without going into the proposed BMP pond.
7. There is one BMP pond shown on this plan. Looking at the contours, other BMP measures may be needed.
8. All BMP ponds will need an access area at least 10' wide. This access can be at a slope not greater than 4(H) to 1(V) for maintenance equipment to get to the pond. An access easement for this will be needed.
9. Lots 1 and 58- the driveways for both of these lots should be located as far as practical from the intersection with US 521 By-pass.
10. The driveway access points for Lots 16 and 17 need to be off of the internal road running parallel with Kershaw Camden Hwy.
11. Show where the driveway for Parcel 0087-00-039.00 will be relocated: directly to US 521? Internal access provided into one of the proposed cul-de-sacs?

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

Not Approved

Review Comments:

1. This is a sketch plan review only. A more detailed review will be completed at civil submission.
2. It appears that some lots may be more than 500 feet from a fire hydrant, measured as an apparatus would lay hose along an approved fire apparatus access road. Check pull distance
3. Fire hydrants not at an intersection or cul de sac will require widening to 26 feet 20 feet in each direction from the fire hydrant.
4. Show dimensions for cul de sacs.

Planning - Allison Hardin - 803-416-9422
ahardin@lancastersc.net

Not Approved

Review Comments:

Overall good plan for the space.

Rezoning to MDR is required to achieve the density and layout proposed.

Please note the following UDO sections that appear to be missing from the design:

Section 6.3 - Required improvements for MDR neighborhoods includes street trees and sidewalks
Section 6.4.1.A - maximum block length = 600 ft
Section 6.4.3.A - minimum connectivity index of 1.3

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

Review Comments:

1. A CAD file, in the State Plane Coordinate System of 1983, needs to be submitted to addresser@lanc911.com at the Civil phase. Please send in a version around 2010 and no 3D.
2. Please advise the name you want the subdivision to be titled. It will be compared with others within Lancaster County. Once the civil plans are approved no change will be allowed.
3. Please submit a list of road names to be considered for this subdivision to addresser@lanc911.com. They will need to be compared to roads names within Lancaster County along with surrounding counties. They cannot be similar in sound or spelling for 911 purposes. Road names must be vetted prior to the project going before the Planning Commission as they must sign off on the new road names. Once road names are approved in the vetting stage, a road name application will need to be completed with a $250 fee for each road. I will send this form once names are vetted. All roads, including alleys, must be named.

LC Water & Sewer District - Erin Evans - 8032856919 **Not Approved**
eevans@lcwasd.org

Review Comments:

LCWSD is a separate entity from the County. We have our own submittal requirements. Please check our website, www.lcwasd.org, under the Developers tab for our policies and procedures.

The developer must submit 2 sets of hard copy water and sewer plans directly to LCWSD, adhering to the LCWSD Water & Wastewater Extension Policy.

SCDOT - David Gamble - (803) 385-4280 **Conditional**
GambleDD@scdot.org

Review Comments:

This review is a general access location review only and does not include required driveway widths, radius returns, pavement design or any other details.

A full review for compliance with the SCDOT ARMS manual will be conducted when the SCDOT permit is applied for.

If a TIA is required it must be submitted to SCDOT for review.

RECORDED THIS 2nd DAY
OF AUGUST, 2019
IN BOOK 00 PAGE 00

Auditor, Lancaster County, SC

LANCASTER COUNTY ASSESSOR
Tax Map:
0081 00 045 01

2019011278

DEED
RECORDING FEES $10.00
STATE TAX $261.30
COUNTY TAX $110.55
PRESENTED & RECORDED:
07-30-2019 04:10 PM
Brittany Grant
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:DEED 1257
PG:115-118

DEED DRAWN BY:
ROBERT K. FOLKS
ATTORNEY AT LAW
TITLE NOT EXAMINED

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **Lorraine T. Harper**, ("Grantor"), in the State aforesaid, for and in consideration of the sum of Five and no/100ths ($5.00) Dollars, Love and Affection, and exchange of real estate to the Grantor in hand paid at and before the sealing and delivery of these Presents, by the Grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release **all my right, title and interest** in and to he following described property, subject to the easements, restrictions, reservations and conditions set forth below, unto **Richard T. Connors, Jo Anne Connors and Carol C. Bowers** , ("Grantee"), and Grantee's heirs, successors and assigns:

All that certain piece, parcel or tract of land, lying, being and situate in Lancaster County, South Carolina, lying to the south of the City of Lancaster, on the southwest side of US Highway 521 By-Pass, containing 37.9 acres as calculated by the Lancaster County Tax Assessor's Office, and being that portion of a tract on both sides of the By-Pass once containing 186 acres, more or less, the remainder of that property described in Deeds recorded in the Register of Deeds Office for Lancaster County, South Carolina in Deed Book H-3 Page 148 and Deed Book A-3 Page 212, which has not heretofore been conveyed, sold or transferred. Reference to said Deeds is craved for a more minute description.

For derivation, see Deed of Distribution, Estate of Joseph K. Connors, Jr. Case No. 97ES2900193, to Richard T. Connors, Jo Anne Connors and Carol C. Bowers dated and recorded July 5, 2000 in Deed Book 87 Page 18, Office of the Clerk of Court for Lancaster County, South Carolina.

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.
Tax Map No. 0081-00-045.01
Grantee's Address:
2149 Hwy 521 ByPass
Lancaster, SC 29720

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever.

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

WITNESS the Grantor's Hand and Seal this 30th day of July, 2019, and in the two hundred forty-fourth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Lorraine T. Harper

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, the undersigned notary public, do hereby certify that the above named Lorraine T. Harper personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 30th day of July, 2019.

(Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
Printed Name: Robert K. Folks
My Commission Expires: 3-30-2021

s:\dbr\deedHarperConnors

STATE OF SOUTH CAROLINA)
COUNTY OF Lancaster)

AFFIDAVIT

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

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

2. The property being transferred is 37.9 Acres, Southwest side of U.S. Hwy. 521 By-Pass, bearing Lancaster County Tax Map Number 0081-00-045.01, transferred to Richard T. Connors, Jo Anne Connors and Carol C. Bowers by Lorraine T. Harper on July 30, 2019.

3. Check one of the following: The deed is

(a) X subject to the deed recording fee as a *transfer* for consideration paid or to be paid in money or money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____ exempt from the deed recording fee because (See Information section of affidavit): ____ _____ (If exempt please skip items 4 - 7, and go to item 8 of this affidavit)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes_____ or No_____

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

(a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____.

(b) X The fee is computed on the fair market value of the realty which is $100,500.00.

(c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check Yes____ or No X To the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	$100,500.00
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	
(c)	Subtract Line 6(b) from Line 6(a) and place result here:	$100,500.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $371.85.

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

9. I understand that a person required to furnish this affidavit who 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.

Lorraine T. Harper

SWORN to before me this 30th day of July 2021

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

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid n money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock n the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock of interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A " family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "Charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings.

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulations under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

May 29, 2024

RE: Connors Rezoning – Community Notification and Meeting

Dear Lancaster Neighbor,

On behalf of BRD Land and Investments (the "Petitioner"), we are providing this letter to the property owners in the vicinity of our proposed rezoning of approximately 27 acres, 1500' north of the intersection of Hwy 521 Bypass S and Kershaw Camden Hwy. We would like to extend an invite to a meeting to discuss the proposed rezoning of the Connors property. The County of Lancaster GIS records indicate that you are either a representative of a registered neighborhood organization or an owner of property that adjoins or is near our Site.

The rezoning includes Tax Parcel # 0081-00-045.01. Included on the back of this page is a vicinity map of the area we are rezoning with the parcel number, adjacent parcel numbers, and acreage for reference.

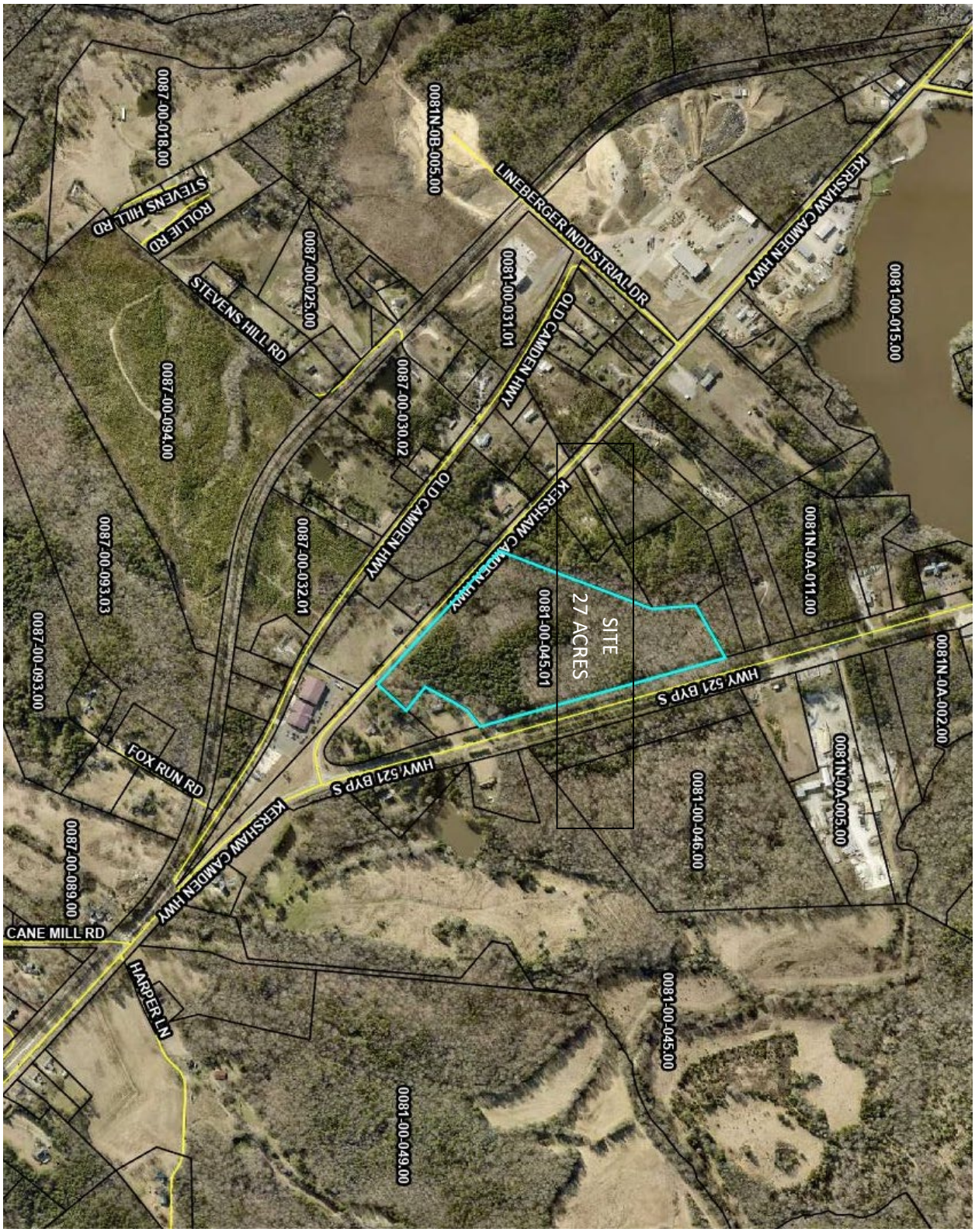
The intent of the rezoning is to change from NB (Neighborhood Business) to MDR (Medium Density Residential) to provide for the future development of a single-family neighborhood containing approximately 58 homes.

This Neighborhood Meeting will be held nearby and after working hours to provide flexibility in attendance. We invite you to attend the Neighborhood Meeting on **Tuesday, June 11th at 6:30 PM**. The meeting will be held at the **Springdale Recreation Center – Gym at 260 South Plantation Road Lancaster, SC 29720.** If you are interested in attending the live presentation and discussion session at the scheduled time, **please RSVP by sending an email to SMcNab@BGEinc.com and you will be added to the attendance list.** Please reference the petitioner or site location, and include your name, address, and telephone number in your RSVP so we can record your attendance. If you expect you will be unable to attend, we can also e-mail a copy of the presentation, and are happy to answer any questions.

Sincerely,

Spencer McNab, RLA
Sr. Project Manager
Planning + Landscape Architecture
BGE, Inc.

Vicinity Map:



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 18, 2024 and Monday, July 15, 2024, 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-2024-0910: Application by Mason McClure and Hecks LLC and John Hecimovich for a Conditional Use permit for Vehicle Services: Major Repair/ Bodywork (body shop/collision center) on 1.73 acres at and adjacent to 9868 Harrisburg Road (TM# 0005-00-100.05 and 0005-00-100.06).
2. RZ-2021-2791: Application by Doug Baumgartner for YDG Doby's Bridge Land LLC to rezone two parcels totaling 2.349 acres (TM 0013-00-018.09 & 0013-00-018.10) located on World Reach Drive, from General Business (GB) to Regional Business (RB) district, to allow appropriate commercial development uses.
3. RZ-2024-0623: Application by Ben Stevens for BRD Land and Investments, and owners Richard Connors et al family members to rezone 26.94 acres located at 2941 Hwy 521 Bypass (TM #0081-00-045.01) from Neighborhood Business (NB) to Medium Density Residential (MDR) district in order to develop a single-family residential neighborhood.
4. RZ-2024-0826: Application by Jeffrey C. Hinson to rezone 1.041 acres located at 6989 Pageland Hwy (TM #0056-00-012.00) from Rural Business (RUB) to Rural Residential (RR) district in order to allow conforming expansion of residential use (home occupation use).
5. RZ-2024-0878: Application by Mark Henninger for Lennar Carolinas LLC and Williamson Farm Lane LLC to rezone 291.48 acres at and adjacent to 1080 Williamson Farm Lane (TM #0049-00-004.02) from Low Density Residential (LDR) to Medium Density Residential (MDR) in order to develop a single-family residential subdivision.
6. RZ-2024-1011: Application by Lancaster County to rezone 6.8 acres at 2001 Charlotte Highway (p/o TM# 0062-00-005.01) from General Business (GB) to Institutional (INS) district, in order to convert the existing structures to use as county offices.
7. RNC-2024-0966: Application by Myra Reece for SCDHEC to rename DHEC Road, a state-maintained private shared drive off Grace Avenue 0.16 miles south of the intersection with Chester Hwy/Route 9. Per UDO Sec 6.11.5. The requested name is Environmental Drive

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 18, 2024, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2024-1869: Application by Moody Group/Jan Ringeling on behalf of Barberville Developers LC and Martin Senior and Associates for a Preliminary Plat for two parcels totaling 2.0 acres located at the northwest corner of Barberville Road and Fort Mil Highway (TM #s 0006-00-057.00 and 0006-00-058.00), in order to create a multi-parcel commercial development with central shared access.

The following items require review by the Lancaster County Planning Commission on Tuesday, June 18, 2024, but do not require a public hearing.

1. NRN-2024-0924 New Road Names: Group Submittal, pursuant to Section 9.2.17.A.2 of the Unified Development Ordinance.
2. NRN-2024-0830 Coyote Trail: shared private drive name 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.

ished in The Lancaster News,
arolina, in accordance with

spaper Rep Signature

Kristi Rees

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133



PUBLIC HEARING NOTICE

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MONDAY A6 SPORTS A10 FEATURES
SUNDAY A9 OPINION A8 CLASSIFIEDS
SATURDAY A7 JUST FOR FUN A5 EDUCATION

INDEX

WEATH

170TH YEAR • NO. XX
XX SECTION • XX PAGES

Randy Sutton places flags on grave of fallen soldiers in Lancaster Memorial Park on Sunday. Sutton served in Vietnam in 1968-69.

Brandon Hunter

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 1st 2024.

SWORN to before me this 3rd day of June, 2024

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature Kristi Rees

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1918 / Planning Case Number: RZ-2024-0826
Contact Person / Sponsor: A. Hardin / Development Services Director
Department: Planning
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve the Application by Jeffrey C. Hinson to rezone 1.041 acres located at 6989 Pageland Hwy (TM #0056-00-012.00) from Rural Business (RUB) to Rural Residential (RR) district in order to allow conforming expansion of residential use (home occupation use).

Strategic Plan Focus Area Alignment:

Points to Consider:

Funding and Liability Factors:

Recommendation:
Approve the rezoning request.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1918	7/8/2024	Ordinance
Staff Report	6/10/2024	Planning Staff Report
Location Map	6/4/2024	Backup Material
Application	6/4/2024	Backup Material
Recorded Plat	6/4/2024	Backup Material
Recorded Deed	6/4/2024	Backup Material
FLU Map 2040	6/4/2024	Backup Material
Public Hearing Notice for Ordinance 2024-1918 (Planning Department Case Number: RZ-2024-0826)	6/26/2024	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1918**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 1.04 ACRES (TM# 0056-00-012.00), WHICH IS LOCATED AT 6989 PAGELAND HWY, FROM RURAL BUSINESS (RUB) DISTRICT TO RURAL RESIDENTIAL (RR) DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Jeffrey Charles Hinson applied to rezone a 1.04-acre parcel of real property (TM# 0056-00-012.00) owned by Jeffrey Charles Hinson, being located at 6989 Pageland Hwy, from Rural Business (RUB) District to Rural Residential (RR) District in order to develop a home occupation.

(b) The Future Land Use Category of the subject property is Agriculture and Timber, which the Lancaster County 2040 Comprehensive Plan describes as *"primarily applied to Southern Lancaster and the eastern portion of Greater Lancaster. This area is characterized by significant concentrations of contiguous parcels greater than 50 acres in size and it is intended to preserve land for farming and forestry. Scattered residences, crossroads commercial areas that serve basic needs, and rural businesses (such as agricultural and forestry businesses) should be permitted supporting uses."*

(c) The proposed use, develop a home occupation, is consistent with the 2040 Future Land Use Plan and is allowed in the requested zone, Rural Residential (RR) District.

(d) On June 18, 2024, the Lancaster County Planning Commission held a duly notified and advertised public hearing on the proposed rezoning and, by a 4-0 vote, recommended approval of the rezoning request.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Rural Business (RUB) District to Rural Residential (RR) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map Number 0056-00-012.00, located at 6989 Pageland Hwy, Lancaster.

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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 15, 2024
Public Hearing: July 15, 2024
Second Reading: August 12, 2024
Third Reading: August 24, 2024

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to rezone 1.041 acres of property
PROPERTY LOCATION:	6989 Pageland Highway (Parcel 0056-00-012.00)
CURRENT ZONING DISTRICT:	Rural Business (RUB)
PROPOSED ZONING DISTRICT:	Rural Residential (RR)
APPLICANT:	Jeffrey Charles Hinson
COUNCIL DISTRICT:	District 3, Billy Mosteller
STATUTORY NOTICES:	Hearing notice published June 1, 2024 in The Lancaster News Signs posted 5/29/2024 Mailed notices 5/24/2024 Posted agenda in lobby 6/11/2024

OVERVIEW:

Proposal

The applicant has requested to rezone a 1.041-acre parcel from Rural Business (RUB) to Rural Residential (RR). The intent is to "develop a home occupation."

Site Information

This property is situated in the "fork" of Pageland Highway and Shiloh-Unity Road. The property appears to have multiple structures, including a single-family dwelling, an accessory structure (storage type shed) and what looks to be an old convenience style storefront.

The property is currently zoned RUB (Rural Business) even though there is a residential dwelling on the property. Of note, the parcel holds multiple addresses. The residential address is 6989 Pageland Highway, and the old commercial style building is addressed as 6962 Pageland Highway.

The property was rezoned in 2016 under the new zoning map. Planning/Zoning staff assigned the RUB designation without discerning that the use was residential at the time.

Per a telephone conversation with the applicant, he stated that the intended home occupation use will be a catering style business from his residential kitchen. He stated that he is working with SCDHEC to obtain the proper authorizations for that, including his food handler's certification. He will not be approved a home occupation permit until the property is rezoned.

He further stated that the commercial style building is currently being used as storage for his wife's yard sale items. The building does not currently have water or electricity connected and it would take a good deal of work to get it functional and the property owner stated he has no plans to do so at this time so it will remain vacant.

Summary of Adjacent Zoning and Uses

The subject property is completely surrounded by RR (Rural Residential) properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RR	Residential – multiple structures on property
South	Lancaster County	RR	Residential -multiple structures on property
East	Lancaster County	RR	Residential - House on property
West	Lancaster County	RR	Residential – House on property

ANALYSIS & FINDINGS:

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

Requested RR
UDO Chapter 2.3 says of the RR District: "*The **Rural Residential District** is established as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings."*

RELATIONSHIP TO PUBLIC PLANS
The Future Land Use Category of the subject properties is ***Agriculture and Timber***. The newly adopted Comprehensive Plan states that "the Agriculture and Timber future land use category is primarily applied to Southern Lancaster and the eastern portion of Greater Lancaster. This area is characterized by significant concentrations of contiguous parcels greater than 50 acres in size and it is intended to preserve land for farming and forestry. To preserve this land, the use of the major subdivision process for residential development should not be allowed and the minimum lot size should be five acres. Scattered residences, crossroads commercial areas that serve basic needs, and rural businesses (such as agricultural and forestry businesses) should be permitted supporting uses. "

The requested RR District is in line with the Future Land Use Category of "**Agriculture and Timber**" and the overall *Lancaster 2040 Comprehensive Plan.*

INFRASTRUCTURE CONSIDERATIONS

Transportation
The closest traffic count stations for the subject site include one on Rocky River Road and one on Taxahaw Road. The Rocky Road station is approximately 2,500ft. from the subject site and the Taxahaw Road site is approximately 1.25 miles. Both stations have at least three years of traffic counts and the average daily trips (ADT) number information has been pulled directly from the SC DOT Traffic Data Public Mode Map. The data shows that traffic counts are increasing after a year of decrease in 2021.

Station Id: 29-0149 Description: SC9: SC522 (Rocky River Road) TO county line (Chesterfield)

	2023	2022	2021
AADT	4800	4800	4900
Truck %	-	-	-

Station Id: 29-0351			
Description: S-39: S-123 (Taxahaw Road) TO S-384 (McTown Road)	**2023**	**2022**	**2021**
AADT	600	500	500
Truck %	6%	9%	9%

Access
The subject property has frontage and access from both Pageland Highway and Shiloh-Unity Road.

Public Utilities

This is an already existing residence. Utilities are already connected as available.

Public Schools
Elementary: Buford Elementary
Middle: Buford Middle
High: Buford High

Converting the subject property from residential to home occupation should not negatively impact the school crowding issues in this area.

Public Safety
Fire District: Tradesville
Fire Station Location: Tradesville Fire Department, Station 18, 2145 State Rd. S-29-39
Closest EMS Station: Lancaster County EMS, Station 1, 2006 Pageland Hwy.

PHOTOS OF PROJECT AREA:




Lancaster County
South Carolina
PUBLIC HEARING NOTICE
RZ-2024-0826
For Information Call
803-285-6005
DO NOT REMOVE UNDER PENALTY OF LAW


Lancaster County
PUBLIC HEARING NOTICE
RZ-2024-0826
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PUBLIC HEARING NOTICE
RZ-2024-0826
803-285-6005


PUBLIC HEARING NOTICE
RZ-2024-0826
803-285-6005
TRUMP

ALIGNMENT WITH THE COMPREHENSIVE PLAN

- *While the rezoning does not align with any of the specific goals listed in the comprehensive plan, it does align with the zoning of the surrounding areas and the future land use map.*

STAFF RECOMMENDATION:

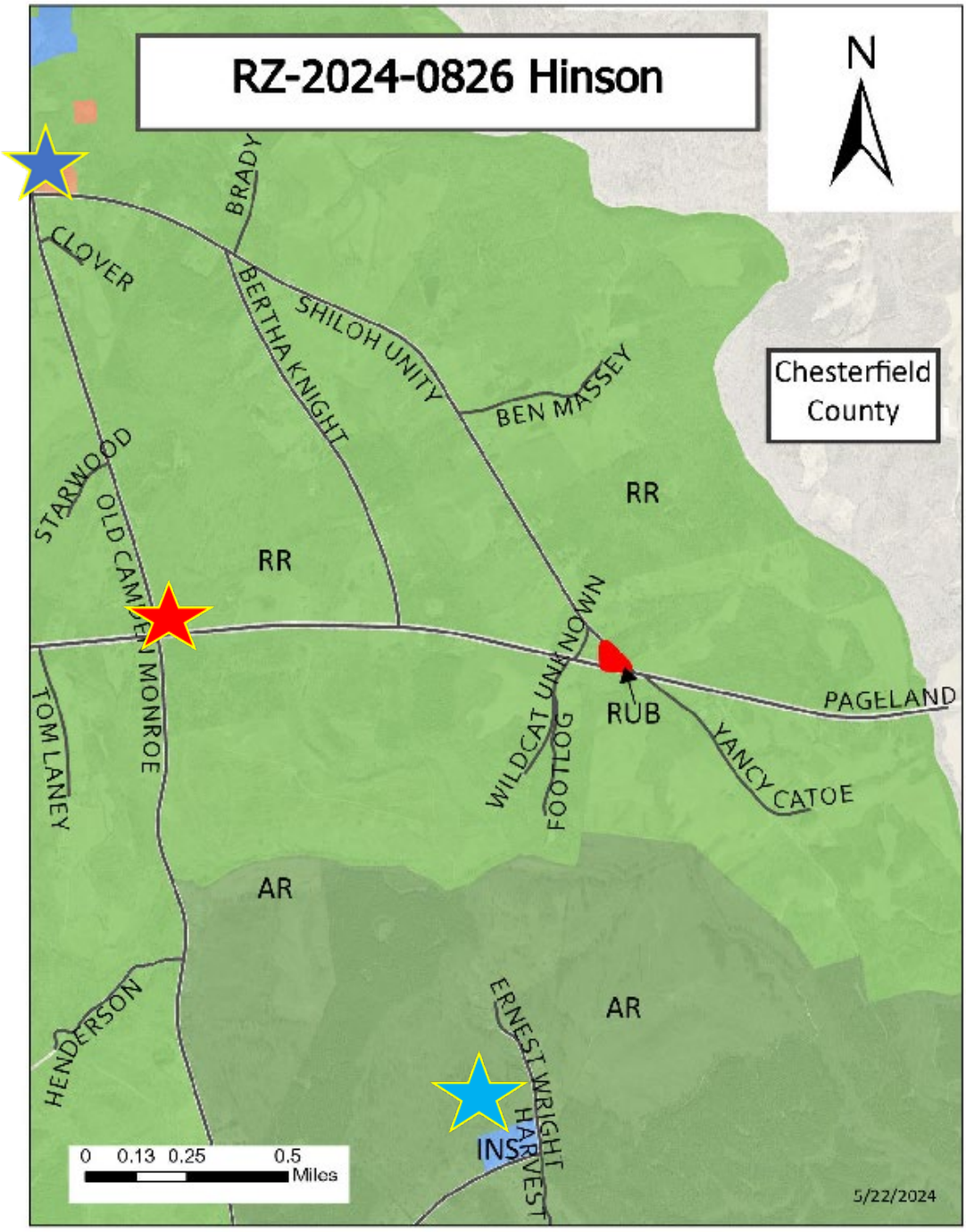
Staff: Staff recommends the approval of this rezoning request.

ATTACHMENTS:

1. Location Map/ Zoning Map
2. Rezoning Application
3. Recorded Plat
4. Recorded Deed
5. Permitted Uses Chart

STAFF CONTACT:

April Williams, Planning Director
amwilliams@lancastercountysc.gov
803-416-9395



Lancaster County
South Carolina

Proposal:
Rezoning RUB to RR

Oak Hill Baptist Church

Intersection: Old Camden-Monroe Hwy and Pageland Hwy

Subject Property

New Harvest Freewill Baptist Church

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 6989 Pageland Highway

City Lancaster State SC Zip 29720 Tax Parcel ID _____

Current Zoning RUB Current Use Spouse storing extra clothes

Proposed Zoning RR Total Acres _____

Project Description Develop a home occupation, can't secure permit until zoning is secured

Surrounding Property Description Agricultural and residential

CONTACT INFORMATION

Applicant Name Jeffrey Charles Hinson

Address 6989 Pageland Highway

City Lancaster State SC Zip 29720 Phone 803-287-6060

Fax _____ Email Jeffhinson1@gmail.com

Property Owner Name Jeffrey Charles Hinson

Address 6989 Pageland Highway

City Lancaster State SC Zip 29720 Phone 803-287-6060

Fax _____ Email Jeffhinson1@gmail.com

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

Jeffrey Charles Hinson _____ 04-22-2024

Applicant Date

Jeffrey Charles Hinson _____ 04-22-2024

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 FEE WAIVED Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date 6/18/2024

SCHEDULE/PROCESS 1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $435.00
- Rezoning Application Fee – multi parcel $610.00

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

Lancaster County
South Carolina

Experiencing Lancaster County, SC through GIS Technology





Legend

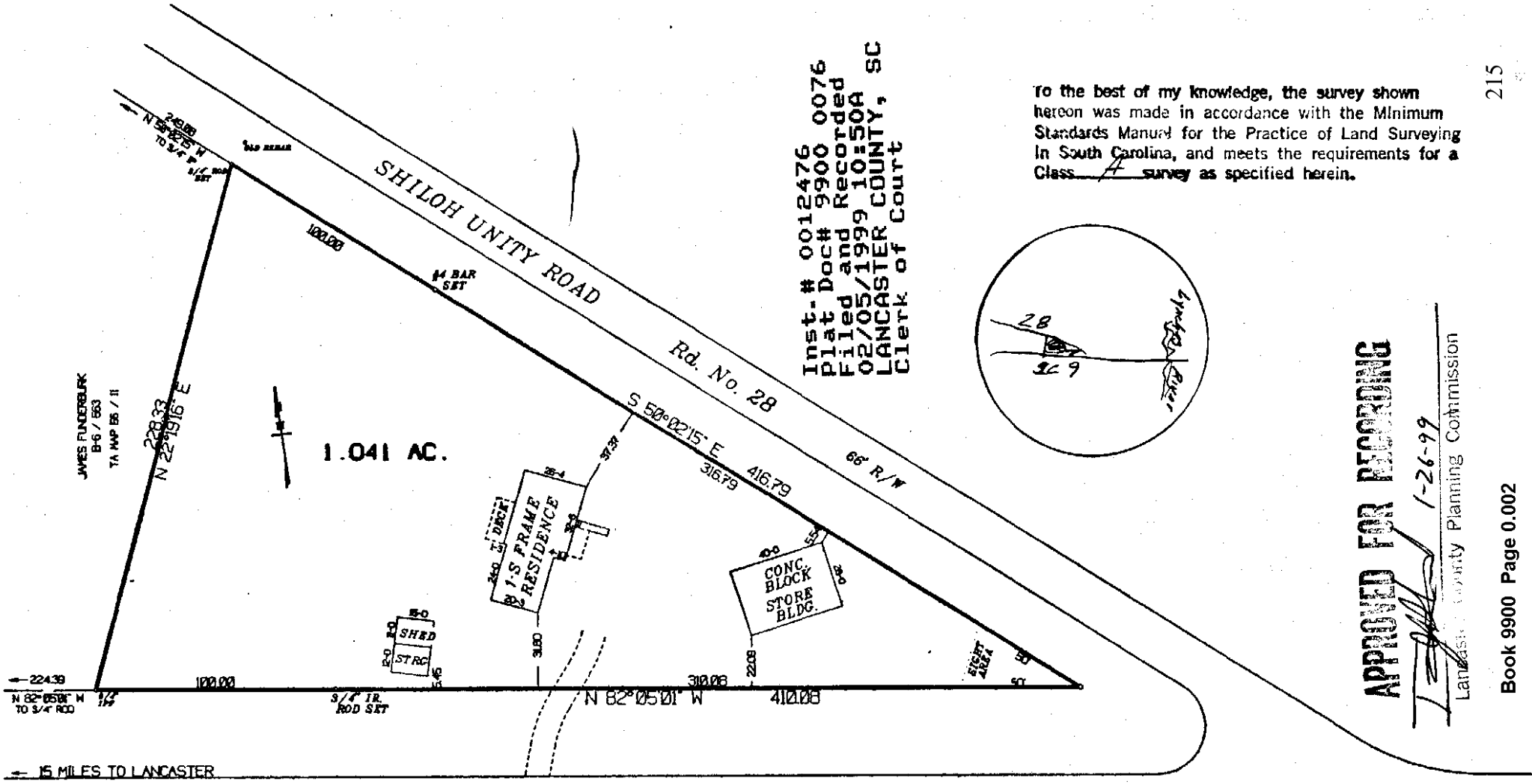
- Parcels
- Roads

Zoning Districts

- AR
- CITY
- GB
- HDR
- HI
- HSPRGS
- IMX
- INS
- KER
- LDR
- LI
- M
- MDR
- MH
- MX
- NB
- OSP
- PB
- PDD
- RB
- RMX
- RN
- RR
- RUB
- UR

See waiver

Parcel ID	0056-00-012.00		**Owner**	HINSON JEFFREY	**Last 2 Sales**			
				6989 PAGELAND HWY	**Date**	**Price**	**Reason**	**Qual**
Class	Qualified				11/24/2009	$105000	TRUE SALE	Q
Code	Residential			LANCASTER, SC 29720	3/19/2007	0	SOLD DOES NOT MATCH APPRAISAL RECORD	Q
Taxing District	County LANCASTER		**Physical Address**	6989 PAGELAND HWY				
Land Size	1.04	ACRES	**Assessed Value**					



Inst.# 0012476
Plat Doc# 9900 0076
Filed and Recorded
02/05/1999 10:50A
LANCASTER COUNTY, SC
Clerk of Court

To the best of my knowledge, the survey shown hereon was made in accordance with the Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets the requirements for a Class A survey as specified herein.

APPROVED FOR RECORDING
1-26-99
Lancaster County Planning Commission

Book 9900 Page 0.002

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER
PLAT OF SURVEY FOR

STEVIE BOONE

LOCATED ABOUT 15 MILES EAST OF LANCASTER AT THE INTERSECTION OF SC 9 AND RD No. 28.

BEING THE PROPERTY CONVEYED TO OLLIE KNIGHT BY DEED OF LILLIAN GULLEDGE AND RECORDED IN DEED BOOK C-10 PAGE 264 AND THE LANDS CONVEYED TO MARY MASSEY BY DEED OF GEORGE GULLEDGE AND RECORDED IN DEED BOOK B-6 AT PG. 810 LESS AN AMOUNT FOR THE HWY RIGHT OF WAYS.

JACK SMITH SURVEYING
500 FOREST DR. (803) 283-2646 LANCASTER, SOUTH CAROLINA

DRAWN BY	SCALE	COMPUTED BY	APPROVED	DATE
PS	1" = 60'	PS	JS	15 JANUARY 1999

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 18669 PHILLIP G. SMITH

DEED DRAWN BY
BLACKWELL TRIMNAL MYERS, LLC

LANCASTER COUNTY ASSESSOR
Tax Map:
0056 00 012 00

State of SOUTH CAROLINA)
)
County of LANCASTER)

TITLE TO REAL ESTATE

Know All Men by These Presents, That **Stevie A. Boone**

hereinafter referred to as grantor for and in consideration of the sum of **One Hundred Five Thousand and no/100ths ($105,000.00) Dollars**----------

RECORDED THIS 30th DAY
OF NOVEMBER, 2009
IN BOOK O PAGE H-1
Cheryl M. Morgan
Auditor, Lancaster County, SC

to grantor paid by **Jeffrey Hinson**
6989 Pageland Hwy
Lancaster, SC 29720

hereinafter referred to as grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said grantee and grantee's heirs, successors and assigns, the following described property, to wit:

All that certain piece, parcel or lot of land with improvements thereon, lying, being and situate approximately 15 miles east of Lancaster, at the intersection of SC 9 and Road No. 28, containing 1.041 acres, more or less, and being shown and described on plat of survey entitled 'PLAT OF SURVEY FOR JEFF HINSON' made by Phillip G. Smith, PLS, dated November 2, 2009 and recorded as Plat No. 2009-559 in the Register of Deeds Office for Lancaster County, South Carolina, which plat is by reference made a part hereof.

Being property conveyed to Stevie A. Boone by Deed recorded May 4, 2007 in Deed Book 396 Page 233 in the Register of Deeds Office for Lancaster County, South Carolina.

For reference only: TAM# 56/12.00

2009015248
DEED
RECORDING FEES $10.00
STATE TAX $273.00
COUNTY TAX $115.50
PRESENTED & RECORDED:
11-25-2009 11:49 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JENNIFER JOYNER DEPUTY
BK:DEED 541
PG:306-307

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

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee and grantee's Heirs, Successors and Assigns forever.

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

WITNESS the Grantor's Hand and Seal this 24 day of November, 2009, and in the two hundred and thirty fourth of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

Witness

Witness

Stevie A. Boone

STATE OF SOUTH CAROLINA)
)
COUNTY OF Lancaster)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor sign, seal and as Grantor's act and deed, deliver the within-written Deed for the uses and purposes therein mentioned and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

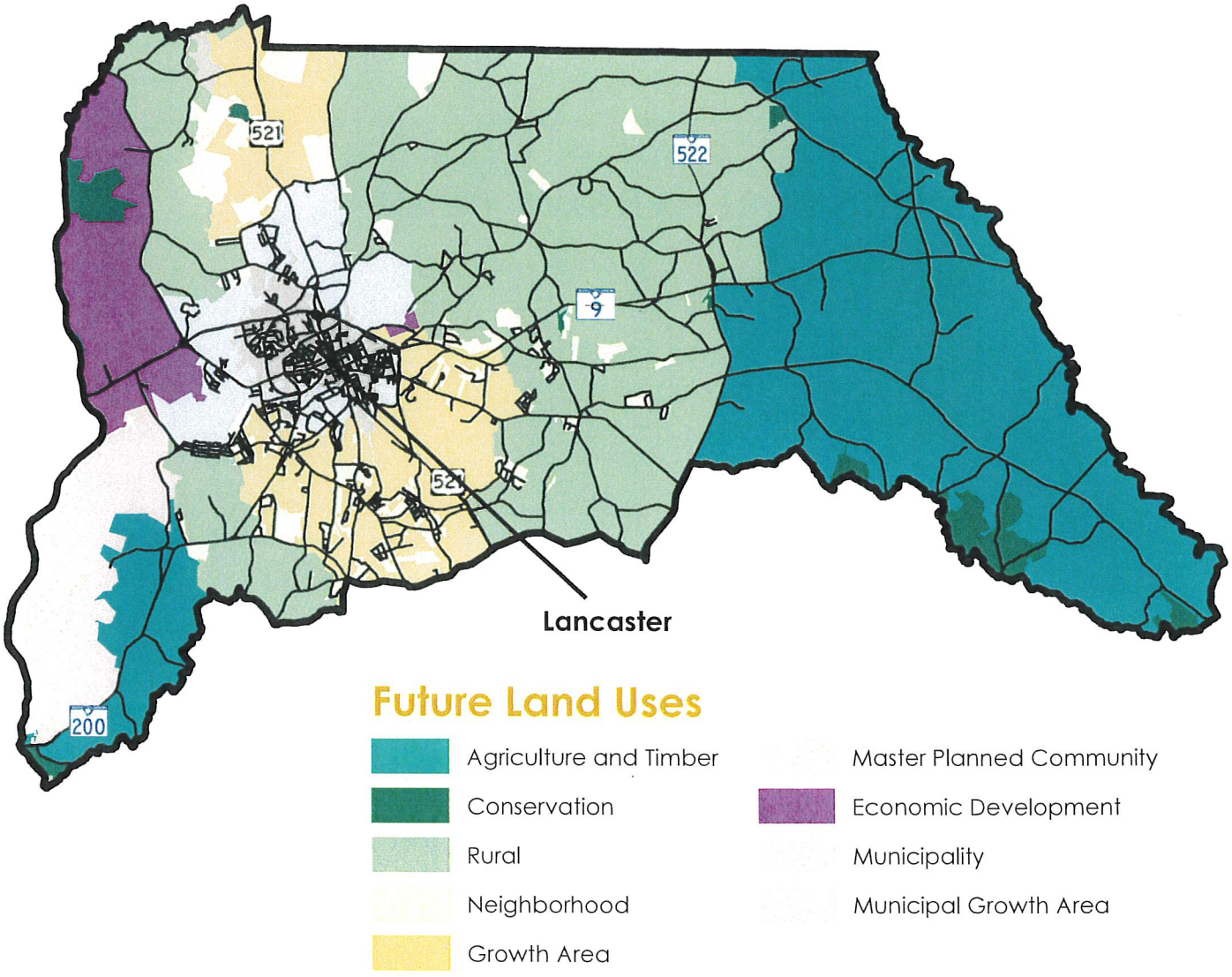
Witness

SWORN to before me this 24
day of November, 2009

NOTARY PUBLIC FOR SC
My Commission Expires: Sept 1 2010

The Economic Development areas are intended to protect major industrial development and provide economic development opportunities. The largest economic development area is along the Catawba River, between SC-9 and SC-5, west of the City. This area should have less competition for housing; is located within and around existing industrial uses, including the airport and an air an rail served business park; and may provide needed employment for residents of the City of Lancaster.

The City of Lancaster is designated as a Municipality on the Future Land Use Map as it is not subject to the County's zoning and land use regulations, or the Future Land Use Map. The Municipal Influence Area around the City of Lancaster is a formal agreement for wastewater service between the City of Lancaster and Lancaster County. The Future Land Use Map intends to direct growth to the Municipality and the Municipal Growth Area through annexation requirements and other coordination.



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 18, 2024 and Monday, July 15, 2024, 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-2024-0910: Application by Mason McClure and Hecks LLC and John Hecimovich for a Conditional Use permit for Vehicle Services: Major Repair/ Bodywork (body shop/collision center) on 1.73 acres at and adjacent to 9868 Harrisburg Road (TM# 0005-00-100.05 and 0005-00-100.06).
2. RZ-2021-2791: Application by Doug Baumgartner for YDG Doby's Bridge Land LLC to rezone two parcels totaling 2.349 acres (TM 0013-00-018.09 & 0013-00-018.10) located on World Reach Drive, from General Business (GB) to Regional Business (RB) district, to allow appropriate commercial development uses.
3. RZ-2024-0623: Application by Ben Stevens for BRD Land and Investments, and owners Richard Connors et al family members to rezone 26.94 acres located at 2941 Hwy 521 Bypass (TM #0081-00-045.01) from Neighborhood Business (NB) to Medium Density Residential (MDR) district in order to develop a single-family residential neighborhood.
4. RZ-2024-0826: Application by Jeffrey C. Hinson to rezone 1.041 acres located at 6989 Pageland Hwy (TM #0056-00-012.00) from Rural Business (RUB) to Rural Residential (RR) district in order to allow conforming expansion of residential use (home occupation use).
5. RZ-2024-0878: Application by Mark Henninger for Lennar Carolinas LLC and Williamson Farm Lane LLC to rezone 291.48 acres at and adjacent to 1080 Williamson Farm Lane (TM #0049-00-004.02) from Low Density Residential (LDR) to Medium Density Residential (MDR) in order to develop a single-family residential subdivision.
6. RZ-2024-1011: Application by Lancaster County to rezone 6.8 acres at 2001 Charlotte Highway (p/o TM# 0062-00-005.01) from General Business (GB) to Institutional (INS) district, in order to convert the existing structures to use as county offices.
7. RNC-2024-0966: Application by Myra Reece for SCDHEC to rename DHEC Road, a state-maintained private shared drive off Grace Avenue 0.16 miles south of the intersection with Chester Hwy/Route 9. Per UDO Sec 6.11.5. The requested name is Environmental Drive

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 18, 2024, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2024-1869: Application by Moody Group/Jan Ringeling on behalf of Barberville Developers LC and Martin Senior and Associates for a Preliminary Plat for two parcels totaling 2.0 acres located at the northwest corner of Barberville Road and Fort Mil Highway (TM #s 0006-00-057.00 and 0006-00-058.00), in order to create a multi-parcel commercial development with central shared access.

The following items require review by the Lancaster County Planning Commission on Tuesday, June 18, 2024, but do not require a public hearing.

1. NRN-2024-0924 New Road Names: Group Submittal, pursuant to Section 9.2.17.A.2 of the Unified Development Ordinance.
2. NRN-2024-0830 Coyote Trail: shared private drive name 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.

ished in The Lancaster News,
arolina, in accordance with

spaper Rep Signature

Kristi Rees

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133



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MONDAY A6 SPORTS A10 FEATURES
SUNDAY A9 OPINION A8 CLASSIFIEDS
SATURDAY A7 JUST FOR FUN A5 EDUCATION

INDEX

WEATH

170TH YEAR • NO. XX
XX SECTION • XX PAGES

Randy Sutton places flags on grave of fallen soldiers in Lancaster Memorial Park on Sunday. Sutton served in Vietnam in 1968-69.

Brandon Hunter

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 1st 2024.

SWORN to before me this 3rd day of June, 2024

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature Kristi Rees

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1919 / Planning Case Number: RZ-2024-0878
Contact Person / Sponsor: A. Hardin / Development Services Director
Department: Planning
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve the Application by Mark Henninger for Lennar Carolinas LLC and Williamson Farm Lane LLC to rezone 291.48 acres at and adjacent to 1080 Williamson Farm Lane (TM #0049-00-004.02) from Low Density Residential (LDR) to Medium Density Residential (MDR) in order to develop a single-family residential subdivision.

Strategic Plan Focus Area Alignment:

Points to Consider:

Funding and Liability Factors:

Recommendation:
Approve the rezoning request.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1919	7/8/2024	Ordinance
Staff Report	6/11/2024	Planning Staff Report
Location Map	6/4/2024	Backup Material
Application	6/4/2024	Backup Material
Narrative	6/4/2024	Backup Material
Boundary Plat	6/4/2024	Backup Material
Deed	6/5/2024	Backup Material
FLU Map Comprehensive Plan 2040	6/11/2024	Backup Material
Public Hearing Notice for Ordinance 2024-1919 (Planning Department Case Number: RZ-2024-0878)	6/26/2024	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1919**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 291.48 ACRES (TM# 0049-00-004.02), WHICH IS LOCATED AT 1080 WILLIAMSON FARM RD AND W SHILOH UNITY RD, FROM LOW DENSITY RESIDENTIAL (LDR) DISTRICT TO MEDIUM DENSITY RESDIENTIAL (MDR) DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Mark Henninger/Lennar Carolinas applied to rezone a 291.48-acre parcel of real property (TM# 0049-00-004.02) owned by Williamson Farm Lane LLC, being located at 1080 Williamson Farm Rd/W Shiloh Unity Rd, from Low Density Residential (LDR) District to Medium Density Residential (MDR) District in order to create a single-family residential neighborhood.

(b) The Future Land Use Category of the subject property is Growth Area, which the Lancaster County 2040 Comprehensive Plan describes as *"intended to designate areas where growth should occur based on the availability of supportive infrastructure and land. These areas are intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares. Supportive infrastructure required to provide development includes adequate roadways, water and sewer availability, school capacity, emergency services, and similar services."*

(c) The proposed use, a single-family residential neighborhood, is consistent with the 2040 Future Land Use Plan and is allowed in the requested zone, Medium Density Resdiential (MDR) District.

(d) On June 18, 2024, the Lancaster County Planning Commission held a duly notified and advertised public hearing on the proposed rezoning and, by a 4-0 vote, recommended approval of the rezoning request.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from Low Density Residential (LDR) District to Medium Density Residential (MDR) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Tax Map Number 0049-00-004.02, located at 1080 Williamson Farm Rd/W Shiloh Unity Rd,

Lancaster.

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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 15, 2024
Public Hearing: July 15, 2024
Second Reading: August 12, 2024
Third Reading: August 26, 2024

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Rezone approximately 291.48 acres for a new single family detached subdivision
PROPERTY LOCATION:	1080 Williamson Farm Lane (off West Shiloh Unity Rd) (TM#s 0049-00-004.02)
CURRENT ZONING:	Low Density Residential (LDR) District
PROPOSED ZONING:	Medium Density Residential (MDR) District
APPLICANT:	Mark Henninger for Lennar Carolinas and Owner Williamson Farm Lane LLC
COUNCIL DISTRICT:	District 1, Terry Graham
STATUTORY NOTICES:	Sign(s) posted 5/29/2024 Hearing notice published 6/1/2024 in The Lancaster News Mailed notices 5/24/2024 Posted agenda in lobby 6/11/2024

OVERVIEW:

Site Information

The property is located on, and contains, Williamson Farm Lane off W. Shiloh Unity Rd. Currently the property is vacant. It sits between two previously approved developments: Shiloh Woods, a 150-acre tract to the east that is accessed from W. Shiloh Unity Rd, and Roselyn, a 1,235-acre tract that has access from Roselyn Ave (a collector road between Old Hickory Rd and Hwy 521/Charlotte Hwy). The property line between the subject property and Roselyn development is the centerline of Cane Creek.

Proposal

This parcel is currently zoned LDR. The purpose of this rezoning is to allow the development of a single-family residential neighborhood. No sketch plan has been submitted for review. The applicant included a project narrative with the application.

Summary of Surrounding Zoning and Uses

Surrounding Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Portion of Roselyn Subdivision
South	Lancaster County	LDR	Residential
East	Lancaster County	MDR; LDR	Shiloh Woods Subdivision; Residential
West	Lancaster County	LDR	Residential/Agricultural

ANALYSIS & FINDINGS:

Zoning Districts – Current

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

Requested MDR

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

Compatibility with Surrounding Area

The subject parcels are predominately surrounded by other parcels zoned LDR and MDR. These areas include Arrowood Estates (Havenwood Dr) and Shiloh Commons (Travertine Dr). The requested MDR District is intended to act as a transitional zoning district between rural and urban development. The West Shiloh Unity Rd section, located between Hwy 521/Charlotte Hwy and University Dr, is bound by predominantly LDR-zoned properties while providing access to multiple MDR-zoned developments.

RELATIONSHIP TO PUBLIC PLANS

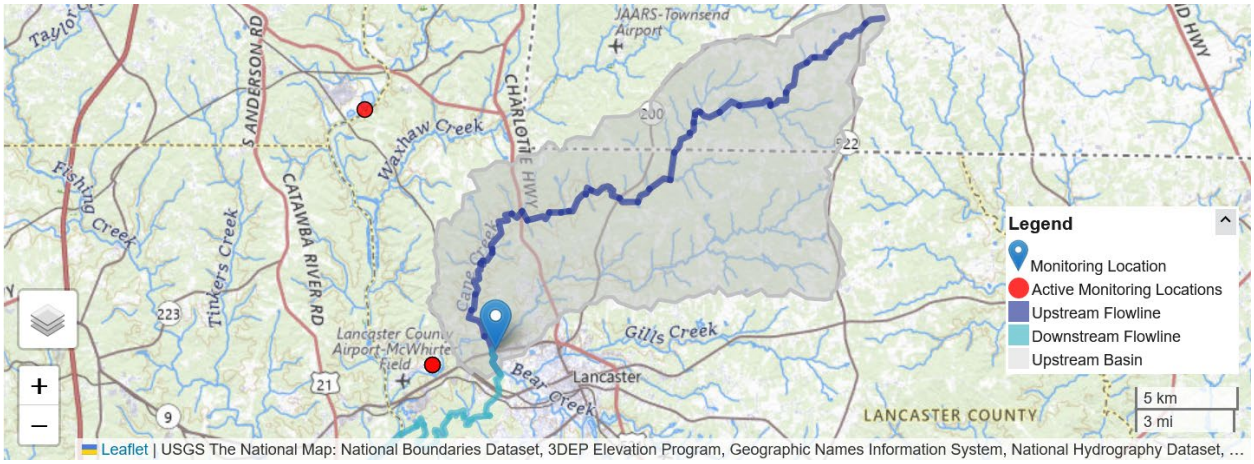
Consistency with Comprehensive Plan

The adopted Comprehensive Plan establishes that the Future Land Use Category of the subject parcels to be ***Growth Areas***.

According to the adopted *2040 Lancaster County Comprehensive Plan*, the Growth Area designation is intended to designate areas where growth should occur based on the availability of supportive infrastructure and land. These areas are intended to support suburban scale residential development along with supportive commercial development at major crossroads and along arterial streets and thoroughfares. Supportive infrastructure required to provide development includes adequate roadways, water and sewer availability, school capacity, emergency services, and similar services.

Cane Creek Basin

The Cane Creek Basin is a United States Geological Survey (USGS) monitoring area for Cane Creek that starts where Cane Creek flows across Hwy 9 and travels upstream through Lancaster County to the terminus off Hwy 522, approximately 10 miles south of Monroe, NC:



Development activities in the late 2010s resulted in the creation of a Cane Creek Basin Sewer Master Plan in 2021. The Lancaster County Water & Sewer District developed the plan with property owners in the Cane Creek Basin to provide appropriate sewer capacity for Roselyn and other future developments in the basin. The system was divided into upper, middle, and lower sections. The Roselyn development was designated to hold two upper-system pump stations in the plan; three potential sites for a middle-system pump station are identified, and at least one of the three potential sites are located on the subject property. (Potential Middle Pump Station sites are marked A, B, and C on enclosed map; see next page.)

INFRASTRUCTURE CONSIDERATIONS

Transportation

W. Shiloh Unity Rd serves as a connector between Hwy 521/Charlotte Hwy and University Dr.

There is a traffic count station on W. Shiloh Unity approximately 4,500 ft east of the subject property. From the SCDOT Traffic Analysis and Data Application (TADA) web site, found via https://scdottrafficdata.drakewell.com/publicmultinodemap.asp:

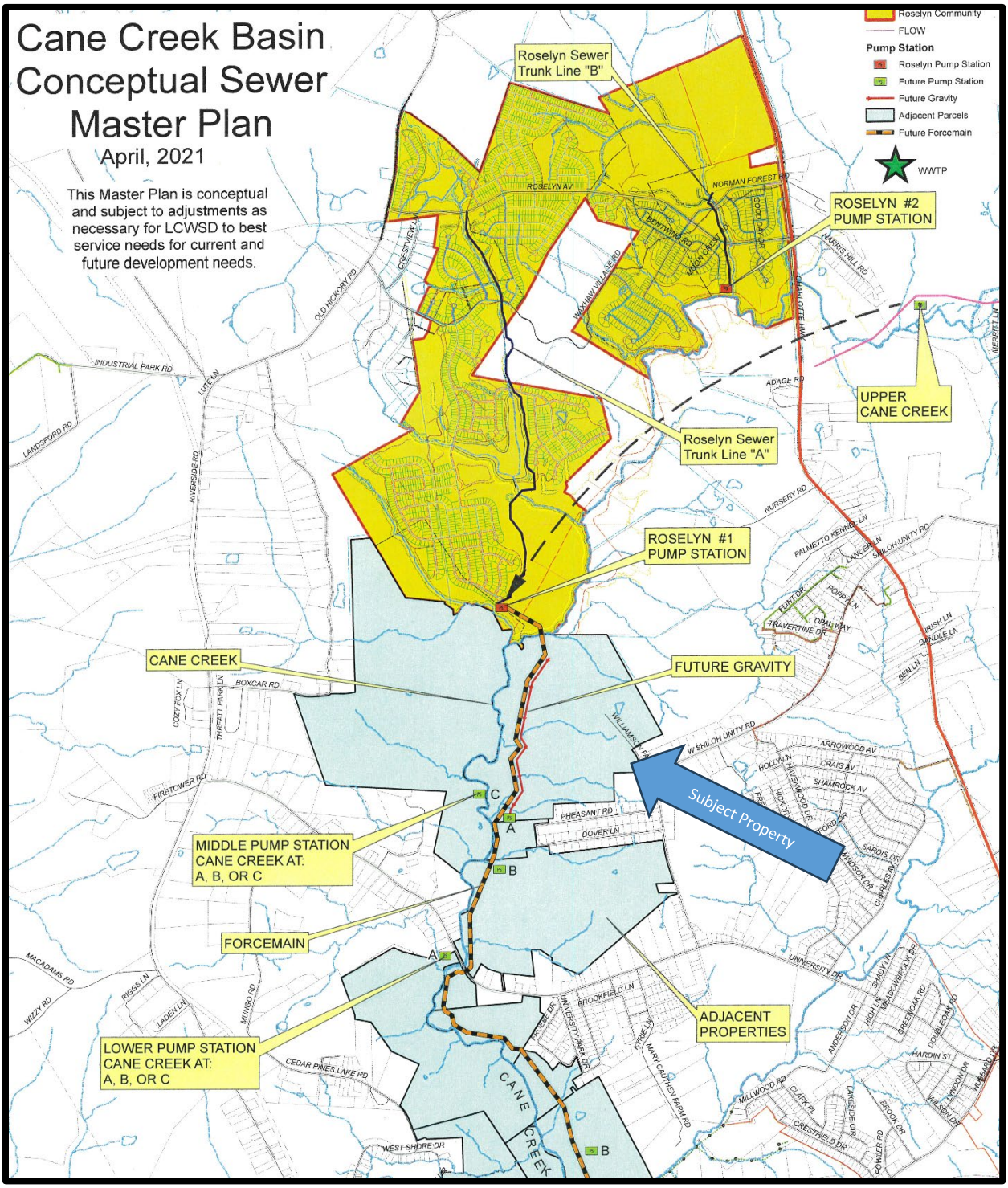
Station Id: 29-0339
Description: S-28: S- 56 (UNIVERSITY DR) TO S- 46 (UNITY CHURCH RD)

	2023	2022	2021
AADT	1,150	850	850
Truck %	5%	5%	5%

Public Utilities

The Cane Creek Sewer Master Plan shows that the subject property will have direct access to the Cane Creek sewer system. A water line runs along W. Shiloh Unity Rd and would provide water to the site.

Impact Fees
This area is subject to the Parks and Recreation Impact Fee.


Cane Creek Basin
Conceptual Sewer
Master Plan
April, 2021
This Master Plan is conceptual and subject to adjustments as necessary for LCWSD to best service needs for current and future development needs.
Roselyn Community
FLOW
Pump Station
Roselyn Pump Station
Future Pump Station
Future Gravity
Adjacent Parcels
Future Forcemain
WWTP
Roselyn Sewer Trunk Line "B"
ROSELYN #2 PUMP STATION
UPPER CANE CREEK
Roselyn Sewer Trunk Line "A"
ROSELYN #1 PUMP STATION
CANE CREEK
FUTURE GRAVITY
Subject Property
MIDDLE PUMP STATION CANE CREEK AT: A, B, OR C
FORCEMAIN
LOWER PUMP STATION CANE CREEK AT: A, B, OR C
ADJACENT PROPERTIES
CANE CREEK
ROSELYN AV
NORMAN FOREST RD
TOODDAY DR
Brentmeade Rd
MOON CREST
WOHAW VILLAGE RD
CHARLOTTE HWY
HARRIS HILL RD
ADAGE RD
NURSERY RD
PALMETTO KENNEL LN
CANCER LN
SHILOH UNITY RD
FLINT DR
ROPPIN LN
TRAVERTINE DR
OPAL WAY
IRISH LN
DANDLE LN
BEN LN
W SHILOH UNITY RD
ARROWOOD AV
CRAIG AV
SHAMROCK AV
HOLLY LN
HEATHERWOOD DR
HICKORY DR
CORD DR
SARDIS DR
WINDSOR DR
CHARLES LN
PHEASANT RD
DOVER LN
WILLIAMSON DR
BOXCAR RD
COZY FOX LN
THREATT PARK LN
FIRETOWER RD
INDUSTRIAL PARK RD
LUPE LN
LANDSFORD RD
RIVERSIDE RD
OLD HICKORY RD
CREST VIEW LN
MACADAMS RD
WIZY RD
RIGGS LN
LADEN LN
MUNGO RD
CEDAR PINES LAKE RD
WEST SHORE DR
BROOKFIELD LN
HYDE DR
UNIVERSITY PARK DR
KYRIE LN
MARY CAUTHEN FARM RD
UNIVERSITY DR
SHADY LN
MEADOWBROOK PL
ANDERSON DR
HIGH LN
BREENDALE RD
DOUBLEOAK RD
HARDIN ST
MILLWOOD RD
CLARK PL
CRESTFIELD DR
LAKESIDE CT
BROOK DR
WILSON DR
FOWLER RD
WINDOW DR
MERRITT LN
A
B
C

Public Schools
Elementary: North
Middle: AR Rucker
High: Lancaster High School

Public Safety
Fire District: Riverside Volunteer Fire Department
Fire Station Location: Riverside VFD, 1875 Riverside Rd, approximately 3.7 miles from the subject property
EMS Station: Station 2/1101 Crestfield Dr, approximately 2.9 miles from the subject property

Public Concern
Staff received a phone call requesting information regarding the proposed rezoning.

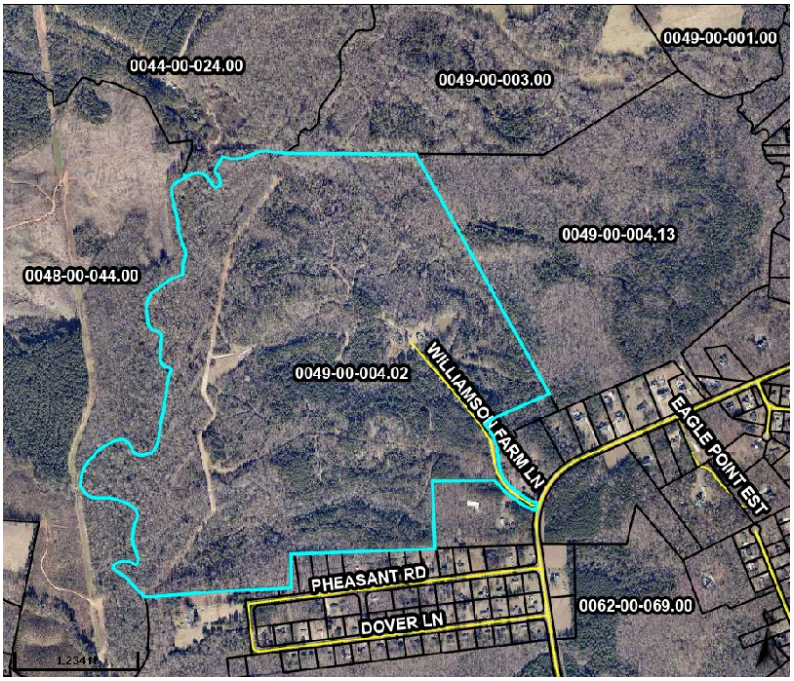
PHOTOS OF PROJECT AREA:



Looking west/southwest on West Shiloh Unity Road at the intersection of Williamson Farm Rd.



Above: Looking north on Williamson Farm Rd / Below: Aerial photography of subject property



STAFF RECOMMENDATION:

Staff recommends approval pursuant to the following findings of fact;

Findings of Fact:

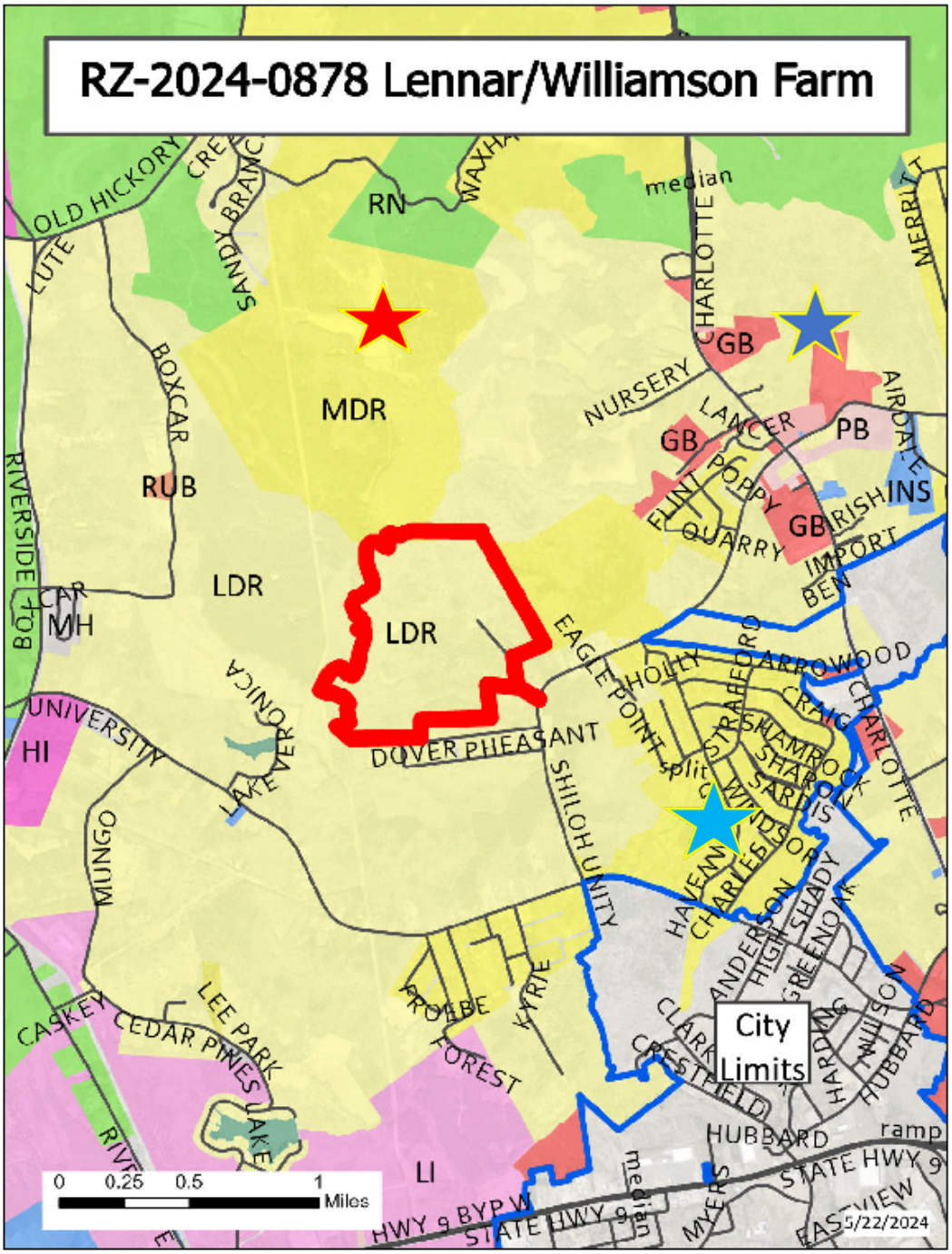
1. That the subject property consists of 291.48 acres located at Williamson Farm Lane (TM 0049-00-004.2) and is adjacent to other MDR-zoned developments;
2. That the site has access to water and sewer, as well as a connector road; and
3. That the Future Land Use designation of Growth Area is compatible with the requested MDR zoning district.

ATTACHMENTS:

1. Location Map/ Zoning Map
2. Application
3. Narrative
4. Recorded Boundary Plat
5. Deed
6. Future Land Use map

STAFF CONTACT:

Allison Hardin, Development Services Director
ahardin@lancastersc.net | 803-416-9422



Proposal:
Rezoning LDR to MDR

Lancaster County
South Carolina

Arrowood Development

Roselyn Development

Lancaster Speedway

Subject Property

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 _____

City _____ State _____ Zip _____ Tax Parcel ID _____

Current Zoning _____ Current Use _____

Proposed Zoning _____ Total Acres _____

Project Description _____

_____

_____

_____

Surrounding Property Description _____

_____

_____

_____

CONTACT INFORMATION

Applicant Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

Property Owner Name _____

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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

Applicant — Date: 4/2/24

Property Owner(s) — Date: 5/2/24

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

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.
- After preliminary review, staff will determine when the case can be scheduled for a hearing with Planning Commission.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund. Public notice is published a minimum of 15 days prior to the public hearing.
- 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.

AFFIDAVIT

North Carolina

County of _____

_____, appearing before the undersigned notary and being duly
Name of principal

sworn, says that:

1. The Principal grants Lennar Carolinas LLC permission to move forward with the rezoning process for parcel 0049-00-004.02.

2. _____

_____

_____
Principal's Signature

Sworn to (or affirmed) and subscribed before me this the 02 day of May, 2024.

(Official Seal)

A MELISSA GONZALES STATE OF TENNESSEE NOTARY PUBLIC My Commission Expires on 02/02/2025 KNOX COUNTY

_____
Official Signature of Notary

A Melissa Gonzales, Notary Public
Notary's printed or typed name

My commission expires: 02/02/2025

OPTIONAL

This certificate is attached to a Zoning Map Amendment Application, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes 2 pages.
Date *# of pages*

May 3, 2024

Lancaster County Planning Department
Electronic Submission via Evolve Portal

To Whom it may Concern,

Please accept this electronic submission for zoning map amendment application for the property located at 1080 Willamson Farm Lane, Lancaster, SC 29720. The applicant, Lennar Carolinas LLC, would like to propose the zoning classification MDR from the property's current zoning of LDR.

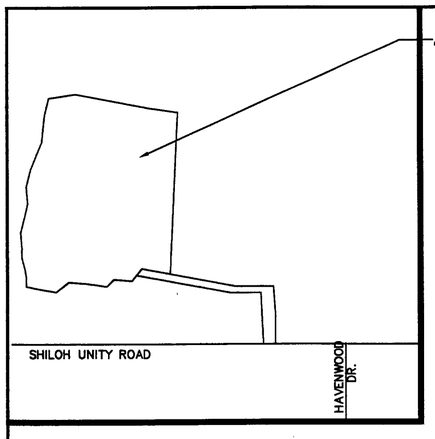
The documents accompanying this submittal are electronic copies are listed below. The applicant will make an electronic payment for application fees after the submission is made and payment link is provided by the County.

- Completed application
- Signatures of applicant and property owner
- Boundary survey plat, dated August 6, 2003

We appreciate the Staff's assistance with processing this application and look forward to working with department on this new project. Thank you.

Sincerely,

Justin A. McDonald, EI | Civil Engineer II | Merrick & Company
301 S. McDowell Street, Suite 300 | Charlotte, NC 28204
T: (704)-612-0702 | www.merrick.com



VICINITY MAP (n.t.s.)

PROPERTY LINE RUNS WITH CENTER OF CREEK L1–L170

LINE TABLE		
LINE	LENGTH	BEARING
L1	123.43	N16°55'24"W
L2	27.77	N34°17'33"W
L3	41.44	N48°57'07"W
L4	38.05	N47°14'51"W
L5	50.72	N47°05'12"W
L6	103.24	N43°14'50"W
L7	35.70	N49°53'22"W
L8	41.58	N55°01'19"W
L9	50.37	N61°57'44"W
L10	39.82	N13°22'14"W
L11	36.72	N71°14'02"E
L12	34.47	N72°00'37"E
L13	31.00	N75°49'16"E
L14	78.47	S76°32'07"E
L15	32.12	S75°49'05"E
L16	14.51	S75°42'48"E
L17	21.41	N43°02'31"E
L18	24.02	N14°48'34"E
L19	40.37	N02°18'29"E
L20	42.37	N04°56'42"W
L21	31.90	N11°04'46"W
L22	29.46	N46°00'18"W
L23	39.84	N18°21'46"W
L24	56.19	N06°45'40"W
L25	59.57	N04°55'34"E
L26	46.69	N04°34'47"E
L27	66.18	N16°26'00"E
L28	48.28	N17°51'42"E
L29	26.72	N13°28'38"W
L30	29.40	N24°28'51"W
L31	30.03	N29°43'35"W
L32	32.76	N49°48'43"W
L33	33.32	N67°38'27"W
L34	35.90	N66°15'41"W
L35	44.01	N71°19'42"W
L36	22.31	N64°46'20"W
L37	40.89	N69°52'52"W
L38	54.46	N82°42'00"W
L39	40.55	S87°32'22"W
L40	60.40	N88°50'52"W
L41	53.52	N84°58'14"W
L42	34.39	N77°34'37"W
L43	34.93	N71°39'52"W
L44	37.62	N44°40'55"W
L45	73.47	N14°55'19"W
L46	62.68	N14°27'24"W
L47	40.30	N28°27'11"E
L48	51.45	N21°48'28"E
L49	43.25	N21°14'38"E
L50	55.20	N39°36'55"E
L51	32.51	N77°44'40"E
L52	45.00	N46°57'36"E
L53	46.70	N38°13'48"E
L54	35.99	N46°47'02"E
L55	57.09	N37°09'39"E
L56	53.96	N51°06'49"E
L57	64.04	N82°40'56"E

LINE TABLE		
LINE	LENGTH	BEARING
L58	45.72	N63°44'45"E
L59	35.66	N84°47'02"E
L60	51.26	S67°30'46"E
L61	61.76	S31°08'16"E
L62	7.56	S01°31'46"E
L63	18.56	S74°11'15"E
L64	18.36	N50°17'34"E
L65	25.08	N74°10'09"E
L66	38.57	N58°58'08"E
L67	53.35	N62°33'05"E
L68	38.62	S62°33'29"E
L69	19.67	S53°53'08"E
L70	30.36	S68°16'51"E
L71	41.73	N59°00'29"E
L72	35.14	N28°43'45"E
L73	20.88	N19°21'52"E
L74	23.69	N06°35'21"E
L75	38.89	N05°19'30"W
L76	55.11	N10°41'49"E
L77	37.05	N04°30'16"E
L78	50.31	N07°15'07"E
L79	42.21	N08°06'56"E
L80	39.96	N09°03'30"E
L81	52.52	N12°43'36"E
L82	51.42	N09°52'14"E
L83	65.53	N08°05'27"E
L84	31.76	N00°04'26"W
L85	49.15	N04°53'32"E
L86	34.24	N13°54'24"E
L87	9.28	N52°45'29"E
L88	16.86	N12°04'10"E
L89	36.84	N44°57'53"E
L90	10.29	N20°27'58"E
L91	27.08	N10°25'37"E
L92	18.37	N12°59'29"W
L93	27.42	N43°35'03"W
L94	53.19	N79°31'17"W
L95	57.54	N32°40'01"W
L96	65.97	N03°12'02"E
L97	29.09	N02°55'24"W
L98	53.27	N00°55'39"E
L99	51.71	N17°02'32"E
L100	38.97	N02°55'08"E
L101	26.08	N04°26'48"E
L102	16.20	N29°09'41"W
L103	26.50	N64°15'49"W
L104	27.34	S85°43'22"W
L105	87.30	N48°32'55"W
L106	18.75	N29°39'29"W
L107	43.09	N25°00'09"W
L108	37.08	N24°04'48"W
L109	42.83	N05°47'53"W
L110	34.59	N04°51'37"E
L111	69.75	N22°24'14"E
L112	53.29	N34°40'50"E
L113	62.87	N31°36'44"E
L114	56.74	N42°42'14"E

LINE TABLE		
LINE	LENGTH	BEARING
L115	164.56	N57°09'41"E
L116	31.27	N76°54'46"E
L117	29.66	S84°07'46"E
L118	5.95	S74°07'29"E
L119	9.54	N55°19'17"E
L120	43.88	N21°37'27"E
L121	25.83	N02°52'16"W
L122	56.63	N11°39'16"W
L123	45.67	N05°48'30"W
L124	34.52	N08°32'10"W
L125	50.93	N05°41'26"E
L126	44.66	N07°24'06"E
L127	32.35	N03°47'11"W
L128	35.28	N19°13'28"W
L129	67.09	N14°20'13"W
L130	29.38	N02°38'38"W
L131	50.44	N05°34'19"W
L132	53.50	N09°37'57"W
L133	44.35	N07°58'00"W
L134	70.13	N07°07'08"W
L135	44.79	N04°42'34"E
L136	45.22	N11°24'23"E
L137	41.59	N03°59'13"E
L138	26.21	N04°59'19"W
L139	41.89	N10°26'10"W
L140	41.17	N30°00'56"E
L141	31.38	N47°42'10"E
L142	56.24	N56°43'13"E
L143	41.25	N68°35'49"E
L144	60.02	N71°12'30"E
L145	55.29	N86°20'37"E
L146	53.26	S59°40'48"E
L147	36.92	S40°56'00"E
L148	21.86	S05°01'11"E
L149	60.65	S37°27'11"E
L150	37.16	S66°37'20"E
L151	32.49	N48°39'42"E
L152	28.15	N31°31'42"E
L153	49.62	N06°26'24"W
L154	38.27	N26°13'04"W
L155	47.50	N26°56'03"W
L156	42.79	N17°55'27"E
L157	42.90	N27°15'11"E
L158	36.25	N20°57'15"E
L159	29.58	N75°50'42"E
L160	32.15	S71°23'25"E
L161	32.59	S83°42'47"E
L162	56.27	S84°19'06"E
L163	38.65	N81°39'12"E
L164	40.67	N77°05'47"E
L165	47.24	N76°25'00"E
L166	65.10	N71°08'16"E
L167	47.41	N60°32'57"E
L168	65.82	N81°31'03"E
L169	111.37	S83°27'35"E
L170	68.59	S79°45'39"E

MATCH LINE

IPF–#5 REBAR & CAP 26+81.20

236.43' S66°15'59"W

(TIE LINE) 890.73' S66°19'48"W

100.00' RIGHT OF WAY 3.64 AC. NOT INCLUDED IN TOTAL

357.10' S66°19'48"W

IPF–#5 REBAR & CAP

IPF–3/4" REBAR 30° ook

RIGHT OF WAY (SEE VARIES) TO SHILOH UNITY RD.

RANDALL P. & PAMELA P. VAUGHN
DB. P13 PG. 46
PLAT 97/67
TAX MAP # 49–5.01

BOB & CAROLE BAUGHMAN
DB. 78 PG. 23
PLAT 12791
TAX MAP # 49–4.01

S41°15'15"E 34.86'

S66°21'00"W 70.16'

326'± TO HAVENWOOD DR.

SHILOH UNITY RD.

EAGLE POINT SUBDIVSION

SUSAN H. CASKEY & JAMES W. HELMS, JR
DB. I–11 PG. 199
TAX MAP # 49–3

FIRST LAND CO. INC.
DB. F6 PG. 1240
PB. 7 PG. 165
TAX MAP # 44–18

CATAWBA TIMBER CO.
TAX MAP # 48–43.01

MAGNETIC

L170

IPS–#5 REBAR & CAP 2+00.61

S88°03'04"E 1311.58'

MEANDERING BARBED WIRE FENCE

IPF–#5 REBAR & CAP

(TIE LINE) S88°03'04"E 1035.34'

IPF–1.5" SOLID AXLE

MEANDERING BARBED WIRE FENCE

AMERICAN TIMBERLAND II, LLC
DB. 73 PG. 1
PB. 1 PG. 20
TAX MAP # 48–44

DIRT ROAD

S29°08'03"E 2783.00'

MICHAEL G. WILLIAMS & WILLIAM L. HARPER
DB. 203 PG. 259
PLAT 2003/0374

PROPERTY LINE RUNS WITH CENTER OF CREEK

12,850,893 sq. ft.
295.02 acres

MATCH LINE

IPF–#5 REBAR & CAP 26+81.20

IPF–#6 REBAR

236.43' S66°15'59"W

278.66' S66°15'05"W

S32°02'42"E 68.42'

IPF–#5 REBAR

IPF–#6 REBAR

N36°02'15"W 55.87'

194.64' S62°24'28"W

IPF–#5 REBAR

DAVID K. & SHARI L. ELIADES
DB. E14 PG. 94
PB. 96 PG. 22
TAX MAP # 49–4.12

S07°05'35"E 195.90'

IPF–#6 REBAR

S82°54'03"W 66.00'

IPF–#5 REBAR

IPF–#5 REBAR

DAVID K. & SHARI L. ELIADES
DB. E14 PG. 94
PLAT 12711
TAX MAP # 49–4

C1

476.94' S88°27'34"W

IPF–1½" PIPE

IPF–¾" PIPE

S05°08'07"E 198.95'

PROPOSED 66.00' R/W

IN DRIVE AREA

N53°10'13"W 124.36'

IPF–#5 REBAR

ERIC C. MARSHALL
DB. F6 PG. 1900
PLAT 7041
TAX MAP # 62–3.01

IPF–½" PIPE

S05°43'44"E 212.49'

IPF–¾" PIPE

SHILOH UNITY RD.

IPF–½" PIPE STA: 7+53.95 OFFSET: 5.62 R

IPF–½" PINCH PIPE STA: 6+03.68 OFFSET: 9.83 R

IPF–½" PINCH PIPE STA: 10+54.62 OFFSET: 1.58 R

IPF–½" PINCH PIPE STA: 13+52.48 OFFSET: 1.30 R

IPF–½" PINCH PIPE STA: 4+54 OFFSET: 2.71 L

IPF–OLD IRON

1547.22' S87°50'33"W

IPF–½" PINCH PIPE STA: 15+06.55 OFFSET: 5.41 R

IPF–½" PINCH PIPE STA: 12+05.27 OFFSET: 2.70 R

IPF–½" PINCH PIPE STA: 9+03.86 OFFSET: 3.73 R

IPF–½" PINCH PIPE STA: 3+03.01 OFFSET: 4.62 L

IPF–½" PINCH PIPE STA: 1+52.51 OFFSET: 5.26 L

QUAIL HAVEN SUBDIVSION

322.80' S10°10'27"W

IPF–¾" PINCH PIPE

689.81' S86°14'18"W

IPS–#5 REBAR & CAP

IPF–#5 REBAR

QUAIL HAVEN SUBDIVSION

662.35' S77°15'25"W

L1

IPS–#5 REBAR & CAP 6+32.35

MICHAEL P. & URSULA B. MITCHUM
DB. 13 PG. 41
PB. 19 PG. 217
TAX MAP # 62–1

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	CHORD BRG	DELTA
C1	400.00	318.38	310.04	S29°54'06"E	45°36'18"

APPROVED FOR RECORDING
Planning Official — Date 9-2-03
This plat must be recorded by the following date: 11-2-03

SEP 02 2003

FILED, RECORDED, INDEXED
09/02/2003 11:33AM
Rec Fees: 10.00 St Fees: 0.00
Co Fees: 0.00 Pages: 1
Register of Deeds
LANCASTER COUNTY, SC

0006669 Bk: 02003 Pg: 00452

SOUTH CAROLINA REGISTERED PROFESSIONAL No. 19896 TIER "A" LAND SURVEYOR JULIAN E. SAVERANCE

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN. ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.

NO NEW PROPERTY LINES, EASEMENTS, OR RIGHTS OF WAY ESTABLISHED.

SOUTH CAROLINA PRECISION SURVEYING INCORPORATED No. – C01244 CERTIFICATE OF AUTHORIZATION

DATE: AUGUST 6, 2003
8.6.2003

PLAT
OF BOUNDARY SURVEY

COUNTY OF LANCASTER
STATE OF SOUTH CAROLINA

THE SAME BEING OF PROPERTY SHOWN ON (UNPLATTED) AND RECORDED IN DEED Bk ~~U10~~ PG. 22
IN THE OFFICE OF THE CLERK OF COURT FOR LANCASTER COUNTY. CURRENT TAX MAP NUMBER IS p/o 49-4.02

SURVEYED FOR
BARBARA WILLIAMSON PAUL

SURVEYED BY
PRECISION SURVEYING, INC.
1991 TARA TRAIL – LANCASTER, SC – 29720 – (803)–283–2022

JULIANSDELL1C Drive\SDISK0\PROJ\PAUL BARBRA\dwg\BARBRA.dwg

LANCASTER COUNTY ASSESSOR
Tax Map:
0049 00 004 02

RECORDED THIS 2nd DAY
OF JUNE, 2022
IN BOOK 00 PAGE 00

Auditor, Lancaster County, SC

LANCASTER COUNTY, SC
2022009276 DEED
RECORDING FEES $15.00
STATE TAX $0.00
COUNTY TAX $0.00
PRESENTED & RECORDED
06-02-2022 01:25:44 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: CANDICE PHILLIPS
BK:DEED 1556 PG:185-192

This document was prepared by:
Jeanne A. Pearson, Esq.
Johnston, Allison & Hord, P.A.
PO Box 36469
Charlotte, NC 28236

Return to: Grantee

QUITCLAIM DEED
[TITLE NOT EXAMINED]

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

TAX MAP NUMBER: Part of 0049-00-4.02
DATE: May 27, 2022

KNOW ALL MEN BY THESE PRESENTS, that **SAMPSON L. PAUL, Jr. AND ANN P. WILLIAMS, (collectively, "Grantor(s)")**, in for valuable consideration [See attached Affidavit of Consideration], to it in hand paid at or before the sealing of these presents by **WILLIAMSON FARM LANE, LLC**, a North Carolina limited liability company **("Grantee")**, whose mailing address is indicated below, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee and Grantee's successors and assigns, all of Grantor's right, title and interest in and to that tract or parcel of land with all improvements, if any ("**Premises**") described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Grantee's Mailing Address: For purposes of this deed, Grantee's mailing address is:

214 Glandon Drive
Chapel Hill, NC 27514

TO HAVE AND HOLD unto the said Grantee and Grantee's successors and assigns forever, the Premises and the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, if any.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed under seal effective this 27th day of May, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Witness #1 Print Name: Laura Shaw

Witness #2 Print Name: Mikaela Clark

GRANTORS:

By: Sampson L Paul Jr. (SEAL)
Name: Sampson L. Paul, Jr.

By: _____ (SEAL)
Name: Ann P. Williams

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be executed under seal effective this 25th day of May, 2022.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Angela Nelson
Witness #1 Print Name: Angela Nelson

For Ann Williams
Angela D. Arnold
Witness #2 Print Name: Angela D. Arnold
For Ann Williams

GRANTORS:

By: _____ (SEAL)
Name: Sampson L. Paul, Jr.

By: Ann P. Williams (SEAL)
Name: Ann P. Williams

STATE OF NORTH CAROLINA

COUNTY OF Durham

I, a Notary Public for the County of Durham, State of North Carolina, do hereby certify that Sampson L. Paul, Jr., voluntarily executed the foregoing on behalf of the company. I certify that the Signatory personally appeared before me this day, and *(check one of the following)*:

✓ (I have personal knowledge of the identity of the Signatory); **or**

_____(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (*check one of the following)*

___ a driver's license *or*

___ in the form of _____); **or**

_____(a credible witness has sworn to the identity of the Signatory).

WITNESS my hand and notarial seal this the 27th day of May, 2022.

BERNADINE A. COBB NOTARY PUBLIC Expires: 10/19/2025 DURHAM COUNTY, NC

Bernadine A. Cobb L.S.

Notary Public

Print: Name: Bernadine A. Cobb

My Commission Expires: 10/19/2025

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public for the County of _____, State of North Carolina, do hereby certify that Ann P. Williams, voluntarily executed the foregoing on behalf of the company. I certify that the Signatory personally appeared before me this day, and *(check one of the following)*:

_____(I have personal knowledge of the identity of the Signatory); **or**

_____(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (*check one of the following)*

___ a driver's license *or*

___ in the form of _____); **or**

_____(a credible witness has sworn to the identity of the Signatory).

WITNESS my hand and notarial seal this the _____ day of [MONTH], 2022.

_____ L.S.

Notary Public

Print: Name:_____

My Commission Expires:_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, a Notary Public for the County of _____, State of North Carolina, do hereby certify that Sampson L. Paul, Jr., voluntarily executed the foregoing on behalf of the company. I certify that the Signatory personally appeared before me this day, and *(check one of the following)*:

_____(I have personal knowledge of the identity of the Signatory); **or**

_____(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (*check one of the following)*

___ a driver's license *or*

___ in the form of _____); **or**

_____(a credible witness has sworn to the identity of the Signatory).

WITNESS my hand and notarial seal this the _____ day of May, 2022.

_____ L.S.

Notary Public

Print: Name:_____

My Commission Expires:_____

STATE OF ~~**NORTH CAROLINA**~~ Tennessee

COUNTY OF Franklin

I, a Notary Public for the County of Franklin, State of ~~North Carolina~~ Tennessee, do hereby certify that Ann P. Williams, voluntarily executed the foregoing on behalf of the company. I certify that the Signatory personally appeared before me this day, and *(check one of the following)*:

✓ (I have personal knowledge of the identity of the Signatory); **or**

✓ (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (*check one of the following)*

✓ a driver's license *or*

___ in the form of _____); **or**

_____(a credible witness has sworn to the identity of the Signatory).

WITNESS my hand and notarial seal this the 25th day of [~~MONTH~~ May], 2022.

ANGELA NELSON
STATE OF TENNESSEE NOTARY PUBLIC
FRANKLIN COUNTY
My Commission Expires Sept. 19, 2023

Angela Nelson L.S.

Notary Public

Print: Name: Angela Nelson

My Commission Expires: September 19, 2023

EXHIBIT A
To Quitclaim Deed
From
Sampson L. Paul, Jr. and Ann P. Williams, as Grantor(s)
To
Williamson Farm Lane, LLC, as Grantee

ALL that certain piece, parcel or lot of land lying, being and situate in Lancaster County, South Carolina, on the north side of Shiloh-Unity Road, containing two hundred sixty-eight thousandths (.268) acre, more or less, and being shown, described and designated as "TRACT 1" on plat of survey made by Precision Surveying, Inc., dated December 6, 2000, entitled 'SURVEYED FOR (TRACT 1) – BARBARA WILLIAM PAUL & (TRACT 2 & 3) – SHARI L. ELIADES" and recorded in the Office of the Register of Deeds for Lancaster County, South Carolina as Plat Number 2001-447. Reference to said plat is craved for a more minute description.

Being all of the property conveyed to Barbara Williamson Paul by deed from Shari L. Eliades f/k/a/ Shari Linna Lohela to Barbara Williamson Paul and Howard Knox Williamson, III dated May 11, 2001 and recorded July 23, 2001 in Book 125 at Page 305, and a portion of the property conveyed to Barbara Williamson Paul by Deed from Howard Know Williamson, III to Barbara Williamson Paul dated July 21, 2003 and recorded August 5, 2003 in Book 203 at Page 269, all in the Lancaster County Register of Deeds Office. Sampson L. Paul, Jr. and Ann P. Williams are the sole heirs of Barbara Williamson Paul (see Estate File 2014ES2900284).

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

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

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

2. The property being transferred consists of approximately 0.268 acres, located off of Shiloh-Unity Road, bearing Lancaster County Tax Map Number (part of) 0049-00-4.02 was transferred by Sampson L. Paul, Jr. and Ann P. Williams to Williamson Farm Lane, LLC, a North Carolina limited liability company on May 27, 2022.

3. Check one of the following: The deed is

(a) _____subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b) _____subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c) __X__exempt from the deed recording fee because (See Information section of affidavit):___#8

(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No _____

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

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

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

6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: _____
(b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
(c) Subtract Line 6(b) from Line 6(a) and place result here: _____

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

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

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

Sampson L. Paul Jr.
Responsible Person Connected with the Transaction

Sampson L. Paul, Jr.
Print or Type Name Here

SWORN to and subscribed before me this
27th day of May 2022.

Bernadine A Cobb
Notary Public for North Carolina
My Commission Expires: October 19, 2025

Notary (printed name): Bernadine A. Cobb

1206655v.3

BERNADINE A. COBB NOTARY PUBLIC DURHAM COUNTY, NC Expires: 10/19/2025

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;

(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;

(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;

(4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);

(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;

(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;

(7) that constitute a contract for the sale of timber to be cut;

(8) transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in the stock or interest held by the grantor. However, except for transfers from one family trust to another family trust without consideration or transfers from a trust established for the benefit of a religious organization to the religious organization, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee, even if the realty is transferred to another corporation, a partnership, or trust;

(9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);

(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;

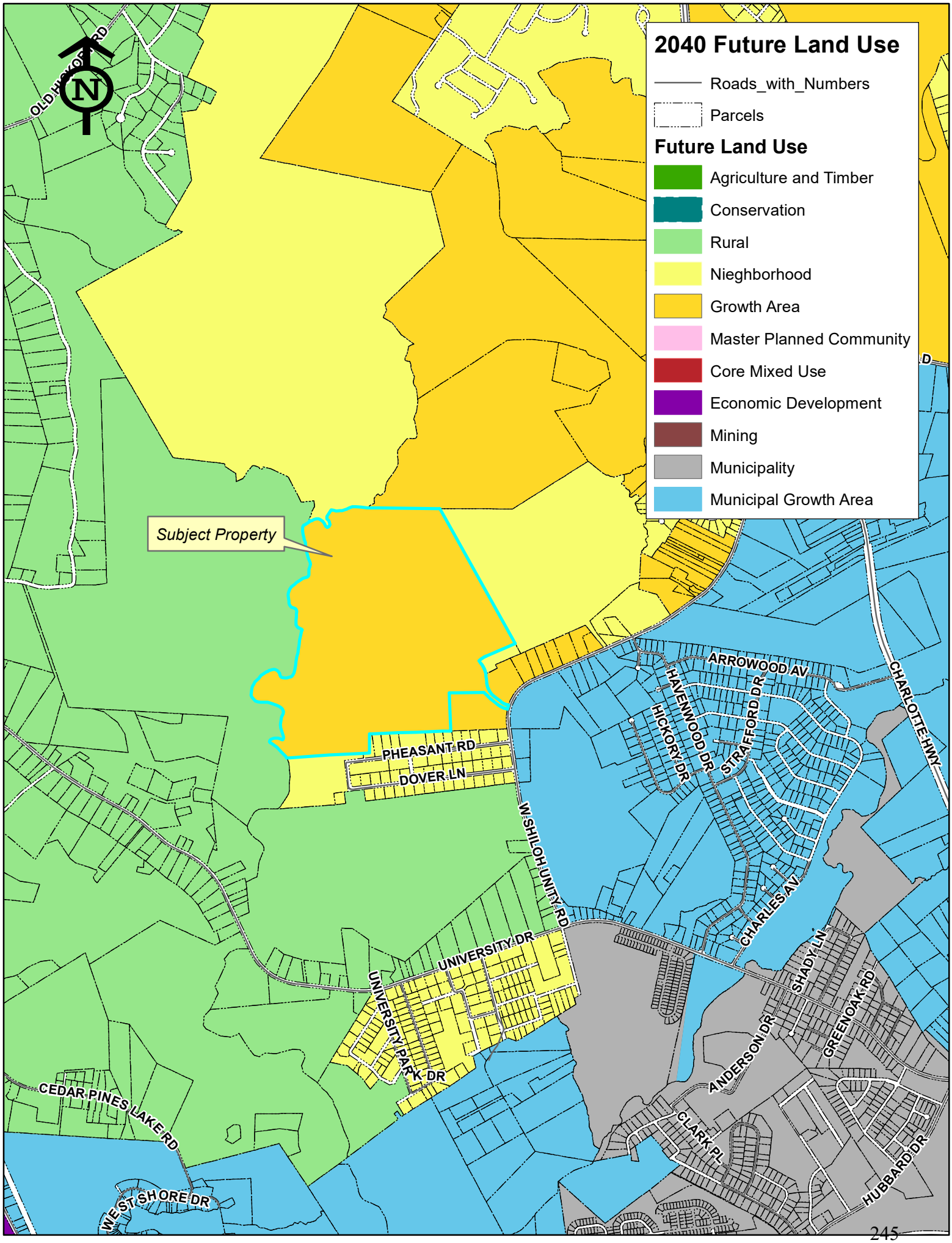
(11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;

(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;

(13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed pursuant to foreclosure proceedings;

(14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and

(15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.


2040 Future Land Use
Roads_with_Numbers
Parcels
Future Land Use
Agriculture and Timber
Conservation
Rural
Nieghborhood
Growth Area
Master Planned Community
Core Mixed Use
Economic Development
Mining
Municipality
Municipal Growth Area
Subject Property
N
OLD HICKORY RD
PHEASANT RD
DOVER LN
W SHILOH UNITY RD
UNIVERSITY DR
UNIVERSITY PARK DR
CEDAR PINES LAKE RD
WEST SHORE DR
ARROWOOD AV
HAVENWOOD DR
HICKORY DR
STRAFFORD DR
CHARLOTTE HWY
CHARLES AV
SHADY LN
GREENOAK RD
ANDERSON DR
CLARK PL
HUBBARD DR

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 18, 2024 and Monday, July 15, 2024, 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-2024-0910: Application by Mason McClure and Hecks LLC and John Hecimovich for a Conditional Use permit for Vehicle Services: Major Repair/ Bodywork (body shop/collision center) on 1.73 acres at and adjacent to 9868 Harrisburg Road (TM# 0005-00-100.05 and 0005-00-100.06).
2. RZ-2021-2791: Application by Doug Baumgartner for YDG Doby's Bridge Land LLC to rezone two parcels totaling 2.349 acres (TM 0013-00-018.09 & 0013-00-018.10) located on World Reach Drive, from General Business (GB) to Regional Business (RB) district, to allow appropriate commercial development uses.
3. RZ-2024-0623: Application by Ben Stevens for BRD Land and Investments, and owners Richard Connors et al family members to rezone 26.94 acres located at 2941 Hwy 521 Bypass (TM #0081-00-045.01) from Neighborhood Business (NB) to Medium Density Residential (MDR) district in order to develop a single-family residential neighborhood.
4. RZ-2024-0826: Application by Jeffrey C. Hinson to rezone 1.041 acres located at 6989 Pageland Hwy (TM #0056-00-012.00) from Rural Business (RUB) to Rural Residential (RR) district in order to allow conforming expansion of residential use (home occupation use).
5. RZ-2024-0878: Application by Mark Henninger for Lennar Carolinas LLC and Williamson Farm Lane LLC to rezone 291.48 acres at and adjacent to 1080 Williamson Farm Lane (TM #0049-00-004.02) from Low Density Residential (LDR) to Medium Density Residential (MDR) in order to develop a single-family residential subdivision.
6. RZ-2024-1011: Application by Lancaster County to rezone 6.8 acres at 2001 Charlotte Highway (p/o TM# 0062-00-005.01) from General Business (GB) to Institutional (INS) district, in order to convert the existing structures to use as county offices.
7. RNC-2024-0966: Application by Myra Reece for SCDHEC to rename DHEC Road, a state-maintained private shared drive off Grace Avenue 0.16 miles south of the intersection with Chester Hwy/Route 9. Per UDO Sec 6.11.5. The requested name is Environmental Drive

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 18, 2024, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2024-1869: Application by Moody Group/Jan Ringeling on behalf of Barberville Developers LC and Martin Senior and Associates for a Preliminary Plat for two parcels totaling 2.0 acres located at the northwest corner of Barberville Road and Fort Mil Highway (TM #s 0006-00-057.00 and 0006-00-058.00), in order to create a multi-parcel commercial development with central shared access.

The following items require review by the Lancaster County Planning Commission on Tuesday, June 18, 2024, but do not require a public hearing.

1. NRN-2024-0924 New Road Names: Group Submittal, pursuant to Section 9.2.17.A.2 of the Unified Development Ordinance.
2. NRN-2024-0830 Coyote Trail: shared private drive name 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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arolina, in accordance with

spaper Rep Signature

Kristi Rees

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133



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MONDAY A6 SPORTS A10 FEATURES
SUNDAY A9 OPINION A8 CLASSIFIEDS
SATURDAY A7 JUST FOR FUN A5 EDUCATION

INDEX

WEATH

170TH YEAR • NO. XX
XX SECTION • XX PAGES

Randy Sutton places flags on grave of fallen soldiers in Lancaster Memorial Park on Sunday. Sutton served in Vietnam in 1968-69.

Brandon Hunter

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 1st 2024.

SWORN to before me this 3rd day of June, 2024

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature Kristi Rees

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2024-1920 / Planning Case Number: RZ-2024-1011
Contact Person / Sponsor: A. Hardin / Development Services Director
Department: Planning
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Approve the Application by Lancaster County to rezone 6.8 acres at 2001 Charlotte Highway (p/o TM# 0062-00-005.01) from General Business (GB) to Institutional (INS) district, in order to convert the existing structures to use as county offices.

Strategic Plan Focus Area Alignment:

Points to Consider:

Funding and Liability Factors:

Recommendation:
Approve the rezoning request.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2024-1920	7/8/2024	Ordinance
Staff Report	6/11/2024	Planning Staff Report
Location Map	6/4/2024	Backup Material
Application	6/5/2024	Backup Material
Proposed Plat	6/4/2024	Backup Material
Deed	6/5/2024	Backup Material
FLU Map Comprehensive Plan 2040	6/11/2024	Backup Material
Public Hearing Notice for Ordinance 2024-1920 (Planning Department Case Number: RZ-2024-1011)	6/26/2024	Public Hearing Notices

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1920**
COUNTY OF LANCASTER)

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE APPROXIMATELY 6.8 ACRES OF A 10.3-ACRE TRACT (TM# 0062-00-005.01), WHICH IS LOCATED AT 2001 CHARLOTTE HWY, FROM GENERAL BUSINESS (GB) DISTRICT TO INSTITUTIONAL (INS) DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Lancaster County applied to rezone a 6.8-acre portion of a parcel of real property (TM# 0062-00-005.01) owned by 2001 Charlotte Hwy LLC, being located at 2001 Charlotte Hwy, from General Business (GB) District to Institutional (INS) District in order to utilize the existing building for county government services in the future.

(b) The Future Land Use Category of the subject property is Municipal Growth Area, which the Lancaster County 2040 Comprehensive Plan describes as *"future growth areas of the three municipalities which have local wastewater collection systems. The Municipal Growth Area around the City of Lancaster is a formal agreement for wastewater service between the City of Lancaster and Lancaster County. The Municipal Growth Areas around the Towns of Kershaw and Heath Springs are informal, designating areas in which urban growth is possible due to the availability of utilities. It is the intention of the Future Land Use Map to direct growth to these areas through annexation requirements, as appropriate. The County should work with the municipalities to review development proposals in these areas in the future, to ensure that any development that may end up in municipalities in the future is compatible with those municipalities' regulations."*

(c) The proposed use, a fleet maintenance facility and offices, is consistent with the 2040 Future Land Use Plan and is allowed in the requested zone, Institutional (INS) District.

(d) On June 18, 2024, the Lancaster County Planning Commission held a duly notified and advertised public hearing on the proposed rezoning and, by a 4-0 vote, recommended approval of the rezoning request.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from General Business (GB) District to Institutional (INS) District, for the following property as identified by tax map numbers or other appropriate identifiers:

Portion of Tax Map Number 0062-00-005.01, located at 2001 Charlotte Hwy, Lancaster.

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 _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: July 15, 2024
Public Hearing: July 15, 2024
Second Reading: August 12, 2024
Third Reading: August 26, 2024

Approved as to form:

_____
Virginia Merck-Dupont, County Attorney

PROPOSAL:	Request to rezone 6.8 acres
PROPERTY LOCATION:	2001 Charlotte Highway (p/o TM0062-00-005.01)
CURRENT ZONING DISTRICT:	General Business (GB) District
PROPOSED ZONING DISTRICT:	Institutional (INS) District
APPLICANT:	Lancaster County Administration Owner: 2001 Charlotte Highway LLC
COUNCIL DISTRICT:	District 1, Terry Graham
STATUTORY NOTICES:	Sign posted 5/29/2024 Hearing notice published 6/01/2024 in The Lancaster News Mailed notices 5/29/2024 Posted agenda in lobby 6/11/2024

OVERVIEW:

Proposal

The County has requested to rezone a 6.8 acres portion of a property at 2001 Charlotte Highway (TM 0062-00-005.01. The intent is to accommodate a proposed change of use.

Site Information

The 10.3-acre parcel is currently the location of Burns Ford. The property has been the subject of a negotiation between Lancaster County and the owner with the purpose of purchasing the structure and adjacent land to house the County's fleet operations and voter registration/election.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by Open Space, Low Density Residential and Medium Residential zoning.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	OSP	Katawba Valley Land Trust (Camp Creek)
South	Lancaster County	LDR	Vacant
East	Lancaster County	LDR	Vacant
West	Lancaster County	MDR	Arrowood Subdivision

ANALYSIS & FINDINGS:

Zoning Districts - Current

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

Requested INS

Pursuant to UDO Chapter 2.3, the requested INS District is "…*intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities, and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like."*

Compatibility with Surrounding Area

The subject property is predominately surrounded by the Low Density Residential, Medium Density Residential and OSP zoning Districts. The surrounding uses are primarily residential or vacant. The proposed uses of the site for the County operations are not significantly different from the existing uses on site (vehicle repair and maintenance, for example) and should not increase the impacts to the area above what are currently experienced.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is ***Municipal Growth Area***. The Municipal Growth Area is defined as follows:

> *Municipal Growth Areas designate future growth areas of the three municipalities which have local wastewater collection systems. The Municipal Growth Area around the City of Lancaster is a formal agreement for wastewater service between the City of Lancaster and Lancaster County. It is the intention of the Future Land Use Map to direct growth to these areas through annexation requirements, as appropriate. The County should work with the municipalities to review development proposals in these areas in the future, to ensure that any development that may end up in municipalities in the future is compatible with those municipalities' regulations.*

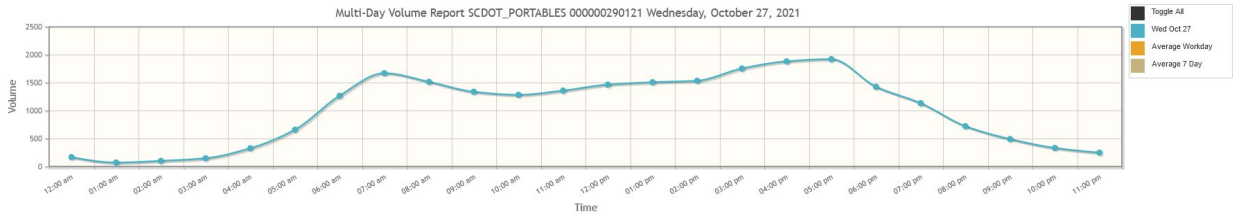
The requested INS district is consistent with the 2040 Comprehensive Plan. INS districts provide areas for uses that serve the populations of Lancaster County, and expands the County's services within appropriate growth areas.

INFRASTRUCTURE CONSIDERATIONS

Transportation

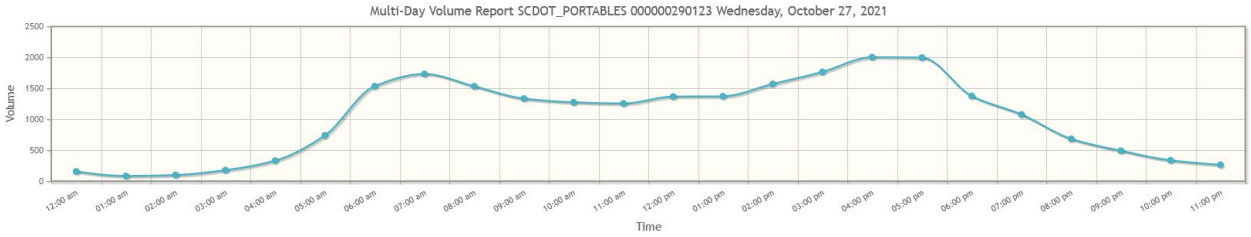
The closest and most recent transportation count stations for 2001 Charlotte Hwy were recorded in 2021. One is located on Hwy 521 near the intersection of Hwy 9 and Hwy 521, approximately 1.5 miles south of the subject property….

A.M. Peak Time - 07:00 am - *Peak Volume 1,666 ADTs*
P.M. Peak Time - 05:00 pm - *Peak Volume 1,918 ADTs*



…and the other is located on Hwy 521 near the intersection of Nursery Dr (north of Shiloh Unity Rd):

A.M. Peak Time - 07:00 am - *Peak Volume 1,727 ADTs*
P.M. Peak Time - 04:00 pm - *Peak Volume 1,998 ADTs*



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

Public Utilities

The parcel has access to water and sewer.

Public Schools
Elementary: North
Middle: AR Rucker
High: Lancaster High School

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

Public Safety
Fire District: Shiloh Zion Volunteer Fire Department, with mutual aid from Lancaster City Fire 2
Fire Station Location: Lancaster 17, 703 Monroe Hwy, approximately 2.1 miles from the subject property
EMS Station: Station 2/1101 Crestfield Dr, approximately 2.0 miles from the subject property

Public Concern

Staff received a few phone calls requesting information regarding the proposed rezoning, but none expressed opposition to the proposal.

PHOTOS OF PROJECT AREA:



View looking north along Hwy 521/Charlotte Hwy



Above: Google Street View of Property, July 2023 / Below: Aerial Photography (20204) from Lancaster County GIS



STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 6.8 acres at 2001 Charlotte Highway, Lancaster (p/o TM# 0062-00-005.01) from General Business (GB) District to Institutional (INS) District, pursuant to the following conditions:

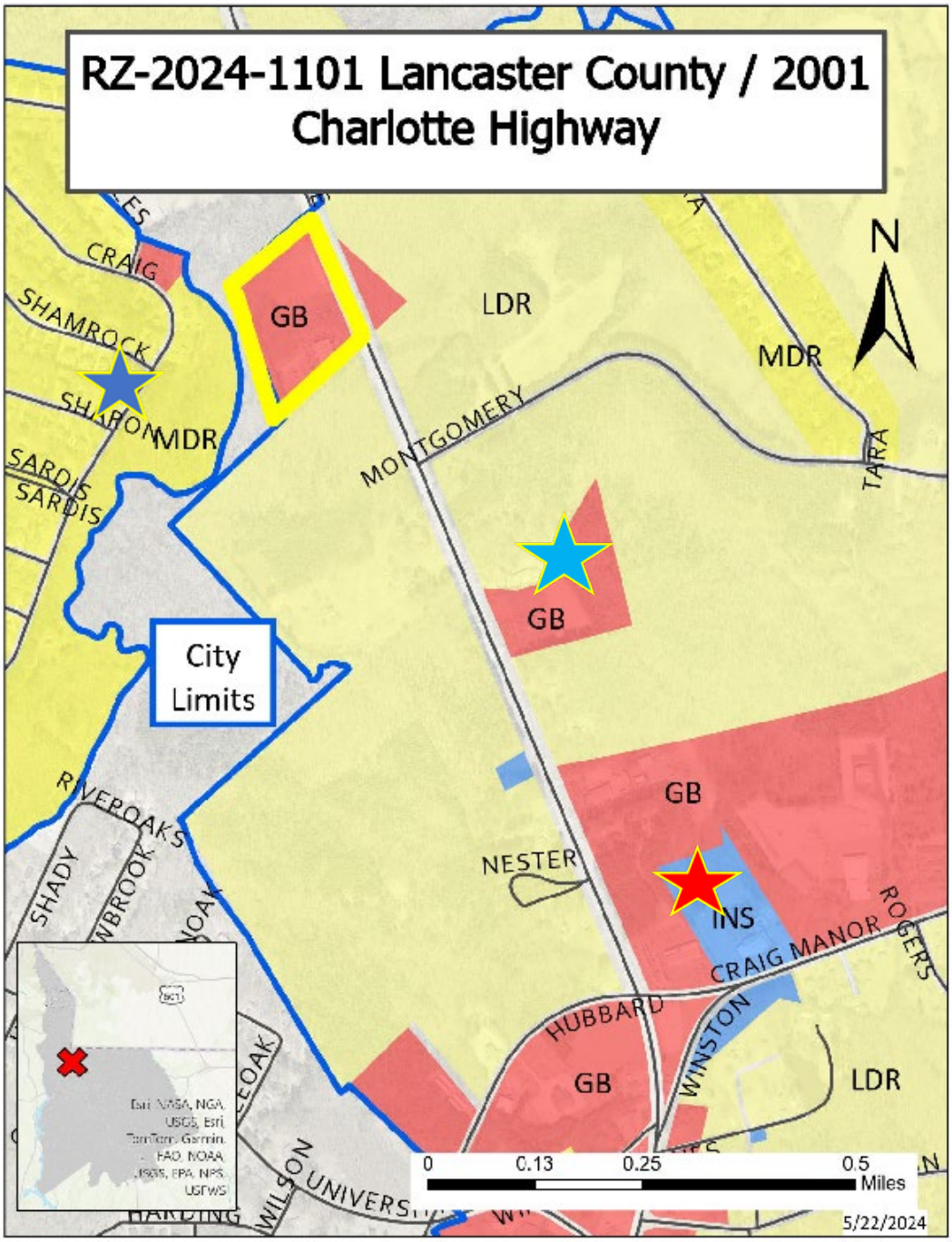
1. That the subject project consists of the following parcel: part of TM# 0062-00-005.01;
2. That the subject property is currently zoned GB District and proposed to be rezoned INS District;
3. That the subject property has a Future Land Use designation of Municipal Growth Area; and
4. That the proposed INS District is consistent with the Comprehensive Plan.

ATTACHMENTS:

1. Location Map/ Zoning Map
2. Rezoning Application
3. Approved Minor Subdivision Plat depicting 6.8 acre tract
4. Deed
5. Future Land Use Map

STAFF CONTACT:

Allison Hardin, Development Services Director
ahardin@lancastersc.net | 803-416-9422



Proposal:
Rezoning GB to INS

Lancaster County
South Carolina

Burgess Funeral Home

Covenant Baptist Church

Arrowood Development

Subject Property

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 2001 Charlotte Highway

City Lancaster State SC Zip 29720 Tax Parcel ID p/o 0062-00-005.01

Current Zoning GB Current Use auto dealership/repair

Proposed Zoning INS Total Acres 6.8 acres

Project Description convert former auto dealership/repair facility to county government offices

Surrounding Property Description LDR, GB, MDR, and Cty of Lancaster municipality

CONTACT INFORMATION

Applicant Name Allison Hardin, Development Services for Lancaster County Administration

Address 101 N. Main Street

City Lacaster State SC Zip 29720 Phone 803-285-6005

Fax _____ Email ahardin@lancastersc.net

Property Owner Name Lancaster County Government

Address 101 N. Main Street

City Lancaster State SC Zip 29720 Phone 803-416-9300

Fax _____ Email dmarstall@lancastersc.net

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

Applicant for Lanc. Co. 5/21/24

Applicant Date

Property Owner(s) Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel $435.00
- Rezoning Application Fee – multi parcel $610.00

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

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

#5 REBARS AT ALL CORNERS UNLESS OTHERWISE NOTED.

THIS PROPERTY IS ZONED GB
(GENERAL BUSINESS)
FRONT SETBACK - 30'
SIDE SETBACK - 10'
REAR SETBACK - 25'

NO TITLE RESEARCH WAS DONE ON SUBJECT PROPERTY AT THIS TIME.

LANCASTER COUNTY SERVES THIS PROPERTY WITH WATER AND SEWER.
A 2" PVC FORCE MAIN TO ARROWOOD ROAD FOR BURNS FORD DEALERSHIP.

THIS PROPERTY HAS DIRECT PHYSCIAL ACCESS TO CHARLOTTE HWY, U.S. HWY. 521. A 80' PUBLIC RIGHT OF WAY,

THIS PARCEL DOES LIE WITHIN ZONE F OF THE McWHIRTER AIRFIELD OVERLAY DISTRICT.

THE HEIGHT LIMITATIONS FOR THIS PROPERTY THAT FALLS UNDER THE McWHIRTER FIELD AVIATION OVERLAY SHALL CONFORM TO THE HEIGHT REGUIRMENTS SET FORTH UNDER THE CURRENT ZONING OF THE PROPERTY.

THERE WERE NO WETLAND MARKERS OBSERVED IN THE FIELD.
THERE WAS NO EVIDENCE OF ANY EARTH MOVING WORK OBSERVED.

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

THE PRIVATE DRIVE WILL BE CONSTRUCTED TO MEET THE
STANDARDS LAID OUT IN LANCASTER COUNTY UDO CHAPTER 6.18.1.H.THIS DRIVE WILL BE INSPECTED BY THE LANCASTER COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO THE ISSUANCE OF A CO FOR ANY NEW STRUCTURE LOCATED OFF THE PRIVATE DRIVE.

Note: A portion of the property does lie within a designated flood area. As show on Map 45057C0143D as Zone AE and has an effective date of 06/16/11. Also there are no encroachments or projection other than as shown on this plat

"I hereby state to the best of my knowledge, information, and belief, the survey shown hereon was made in accordance with the reguirements 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: JCC	DATE: 04/16/2024
CHECKED BY: JCC	A PORTION OF TAX MAP ID 0062-00-005.01
JOB NO.: 24-03-12	SHEET 1 OF 1

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No.6574 Seal JAMES C. CRUMPLER

LOT "B"
KATAWBA VALLEY LAND TRUST
DEED BOOK 103 PAGE 333
PLAT 2000-763
TAX MAP 0062-00-005.02
ZONING EXEMPT

CENTER LINE OF CAMP CREEK IS THE PROPERTY LINE IS THE

FLOOD WAY

TO A OLD TALL 1" IRON PIPE S44°47'21"W 922.85'

OLD #4 REBAR

N22°38'33"W 621.21'

671.21'

#5 RE BAR SET 50.00'

N22°38'33"W 185.86'

OLD #4 REBAR
N 1064625.6804
E 2064365.9385
ELEV. 449.67

LOT "B"
KATAWBA VALLEY LAND TRUST
DEED BOOK 103 PAGE 333
PLAT 2000-763
TAX MAP 0062-00-005.02
ZONING EXEMPT

25' REAR SB

30' GRAVEL DR.

GRAVEL

30' GRAVEL DR.

ZONE AD

LOT "A"
TOTAL AREA
= 6.800 AC.
AREA IN EASEMENT
= 0.608 AC.

10' SIDE SB S44°47'21"W

GRAVEL

BACK OF CURB

ASPHALT

EDGE OF ASPHALT

N67°12'42"E

LOT "B"
AREA= 3.495 AC.
A PORTION OF LOT "B"
2001 CHARLOTTE HWY., LLC
DEED BOOK 931 PAGE 25-28
PLAT 2000-762
TAX MAP 0062-00-005.01
ZONING GB

N46°27'53"E

567.81'

ZONE AD

USED OIL MH

SHED SHED

SINGLE STORY METAL BLFG. FIN. FLOOR ELEV. 477.

WET WELL SAN. SEW. PUMP

CB

ASPHALT

21' ASPHALT DRIVE

530.03'

530.10'

573.42'

CONCRETE

CB

A 50' EASEMENTS FOR EGRESS & INGRESS AND ALL UTILITIES.AREA IN EASEMENT = 0.608 AC.

MARCENE S. MONTGOMERY
DEED BOOK 1046 PAGE 178
PLAT Z-2 PAGE 312
TAX MAP 0062-00-006.00
ZONING LDR

L7 L5

CON. R/W MOMUMENTS

OLD #4 REBAR

L4 L3 L2 L1

POLE

P

30' FRONT SB

POLE SIGN

286.56'

336.56'

S22°34'03"E

50.00'

GRAVEL

S22°34'03"E 388.54'

ONERHEAD ELEC.

OLD #5 REBAR

OLD IRON PIPE

POLE POLE POLE

TO LANCASTER,S.C.

S44°49'08"W 151.57'

69.82'

CENTER LINE OF CHARLOTTE HWY. U.S. HWY. 521

N49°38'28"W 307.73'

70.35'

TO EXISTING FIRE HYDRANT 867.38'

867.38'

WATER LINE

S22°33'16"E 607.54'

OLD #6 REBAR

NOTHING FOUND

LOT "A"
2001 CHARLOTTE HWY., LLC
DEED BOOK 931 PAGE 25-28
PLAT 2000-762
TAX MAP 0062-00-005.01
ZONING GB

CONTROL POINT
PT 101 #5 REBAR
N1064332.5919
E 2065185.3081
ELEV. 480.41

CONTROL POINT
PT. 100 #5 REBAR
N1064920.9430
E 2064837.9349
ELEV. 462.88

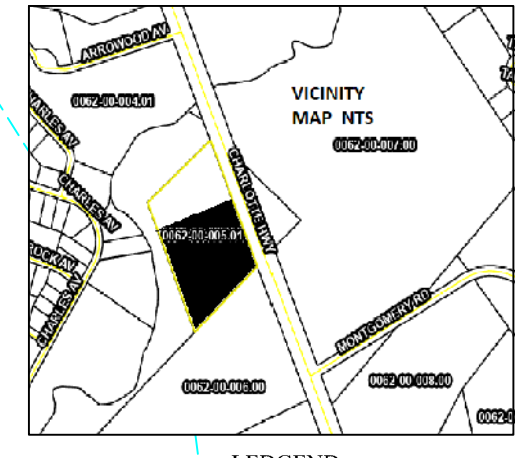
S44°49'08"W 277.48'

562.48'

N49°38'28"W

OLD 2" I PIPE IN STONE PILE BWF COR.

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.18	S89°52'38"W
L2	39.55	S02°31'30"W
L3	34.95	S87°46'02"E
L4	70.24	S22°34'04"E
L5	229.07	S18°10'31"E
L6	12.77	S66°12'04"E



LEDGEND:
= FIRE HYDRANT
= CON. MONUMENT R/W
= POLE
= CATCH BASIN
= LIGHT POLE
= TREES
SB = SETBACK
P= PLANTER
= SIGN

260

Plat Of Property Of
Lancaster County
Located At
2001 Charlotte Hwy.
3 Miles North Of
Lancaster, South Carolina
Lancaster County

Scale 1"= 120' Date

GRAPHIC SCALE

120 0 60 120 240

(IN FEET)
1 inch = 120 ft.

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

RECORDED THIS 15th DAY
OF DECEMBER, 2015
IN BOOK 2015 PAGE C-1
Cheryl A. Morgan
Auditor, Lancaster County, SC

LANCASTER COUNTY ASSESSOR
Tax Map:
0062 00 005 01

2015018468
DEED
RECORDING FEES $10.00
STATE TAX $6240.00
COUNTY TAX $2640.00
PRESENTED & RECORDED:
12-03-2015 10:59 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:DEED 931
PG:25-28

Prepared by and Return to:

Melissa G. Cassell, Esq.
MORTON & GETTYS, LLC
331 E, Main Street, Suite 300
Post Office Box 707
Rock Hill, South Carolina 29731

SPECIAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED** is made as of the 25th day of November, 2015, by and between **C. WELDON BURNS, JR.**, a South Carolina resident ("Burns") together with **THE ESTATE OF REBECCA S. BURNS**, an estate probated in South Carolina (the "Estate"), as party of the first part, (Burns and the Estate are hereinafter collectively referred to as "Grantor"), and **2001 CHARLOTTE HWY, LLC,** a South Carolina limited liability company having a principal mailing address of 2001 Charlotte Highway, Lancaster, South Carolina 29720, Attn: Robert Burns, as party of the second part (hereinafter referred to as "Grantee"), and the words "Grantor" and "Grantee" to include the successors and assigns of each of the parties hereto.

KNOW ALL MEN BY THESE PRESENTS THAT, FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor has and hereby does grant, bargain, sell and convey unto Grantee, and the heirs, legal representatives, successors and assigns of Grantee, all of Grantor's right, title, and interest in and to the real property described upon Exhibit A (attached hereto and incorporated by this reference), together with any and all improvements affixed thereto and lying thereupon, and together with further any and all appurtenances thereto (with the foregoing being, collectively, the "Property"), subject, however, to the terms and provisions of this Special Warranty Deed.

The Property is hereby conveyed to the Grantee subject to Covenants, easements, restrictions and other matters of record affecting the Property, other than and excepting mortgages and other monetary liens, matters of zoning, matters which would be disclosed by a current and accurate ALTA/ACSM survey or physical inspection of the Property, and ad valorem taxes for the current year and subsequent years, which constitute a lien but are not currently due and payable.

AND IT IS THE INTENT OF THE GRANTOR THAT NONE OF THE ABOVE MATTERS AND EXCEPTIONS SHALL BE DEEMED AS BEING IMPOSED OR RE-

IMPOSED UPON THE PROPERTY BY VIRTUE OF THE MAKING HEREOF.

TO HAVE AND TO HOLD the Property, together with any and all improvements, buildings, and fixtures located thereon and all rights, hereditaments, and appurtenance thereunto belonging or appertaining, subject, however, to the above easements, restriction, exceptions, and other matters, unto the Grantee, and its successors and assigns, forever, IN FEE SIMPLE.

AND GRANTOR SHALL WARRANT and defend the right and title to the Property unto the Grantee, and its successors and assigns, forever, against the claims of all persons whomsoever claiming by, through or under Grantor, subject to the limitations and exceptions contained herein, but against no others.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed as of the day and year first above written.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Jenny H Baker (W-1)

(W-2)

GRANTOR:

C. Weldon Burns, Jr.

THE ESTATE OF REBECCA S. BURNS

BY: C. Weldon Burns, Jr.
C. Weldon Burns, Jr., as Personal Representative

ACKNOWLEDGEMENT

PERSONALLY APPEARED before me, C. Weldon Burns, Jr., individually and as the Personal Representative of the Estate of Rebecca S. Burns, the within named Grantor, who, after being duly sworn, acknowledged his execution of the within Special Warranty Deed in such capacity and for the uses and purposes mentioned therein.

SWORN to before me this 25 day
of November, 2015.

Notary Public for SC
My Commission Expires: 12/16/24
[SEAL HERE]

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that certain piece, parcel or tract of land lying, being and situate on the western side of U.S. Highway 521 about one mile north from Lancaster in Lancaster County, South Carolina, and being more particularly shown and described on plat of property of Burns Ford prepared by Jack Smith Surveying dated November 16, 2000, and recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, as Plat Number 2000-762, as follows: BEGINNING at an old marker (3/4" rebar) on the western edge of the right of way of U.S. Highway 521 (140' R/W), joint corner of the within property and property (now or formerly) of Robert Montgomery (Z-2 / 312) and running thence with the line of said property South 47 degrees 00 minutes 33 seconds West 573.42 feet to iron pin set (#4 bar); thence turning and running with a new division line North 20 degrees 26 minutes 53 seconds West 858.13 feet to an iron pin set (#5 bar); thence turning and running North 48 degrees 46 minutes 24 seconds East 567.56 feet to an iron pin set (#5 bar) located 100.00 feet south from an old monument (#6 bar) on the western of the right of way of U.S. Highway 521; thence running with said edge of said highway South 20 degrees 22 minutes 38 seconds East 725.10 feet to a concrete monument; thence turning and running North 87 degrees 55 minutes 57 seconds West 16.18 feet to a concrete monument; thence turning and running South 4 degrees 42 minutes 55 seconds West 39.55 feet to a concrete monument; thence turning and running South 85 degrees 34 minutes 37 seconds East 34.95 feet to an old monument (1" rebar)on the western edge of right of way of U.S. Highway 521; thence with said edge of said highway South 20 degrees 22 minutes 38 seconds East 70.24 feet to the point of beginning; containing 10.305 acres, according to said plat.

Derivation: This is the identical property conveyed by deed of James Franklin Belk et al to C. Weldon Burns, Jr. and Rebecca S. Burns, dated December 13, 2000, and recorded in Deed Book 103 at Page 319, in the Office of the Clerk of Court for Lancaster County.

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

AFFIDAVIT

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

2. The property being transferred is known as 2001 Charlotte Highway, in Lancaster, South Carolina, and was transferred by C. Weldon Burns, Jr. and the Estate of Rebecca S. Burns on November 25, 2015.

3. The transaction was (check one):

(a) X_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money's worth.

(b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.

(c) _____The above transaction is exempt, or partially exempt, from the recording fee as set forth in S.C. Code Ann. Section 12-24-10, *et seq*. because the deed is: _____.

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

(a) X_____The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $ 2,400,000.00

(b) _____The fee is computed on the fair market value of this realty which is $_____.

(c) _____ The fee is computed based on the fair market value of the realty as established for property tax purposes which is _____.

5. Check: YES ___ or No X____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes" the amount of the outstanding balance of this lien or encumbrance is: $N/A.

6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	$ 2,400,000.00
(b)	Place the amount listed in item 5 above here:	$_____
(c)	Subtract line 6(b) from line 6(a) and place result here:	$ 2,400,000.00

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: $8,880.00

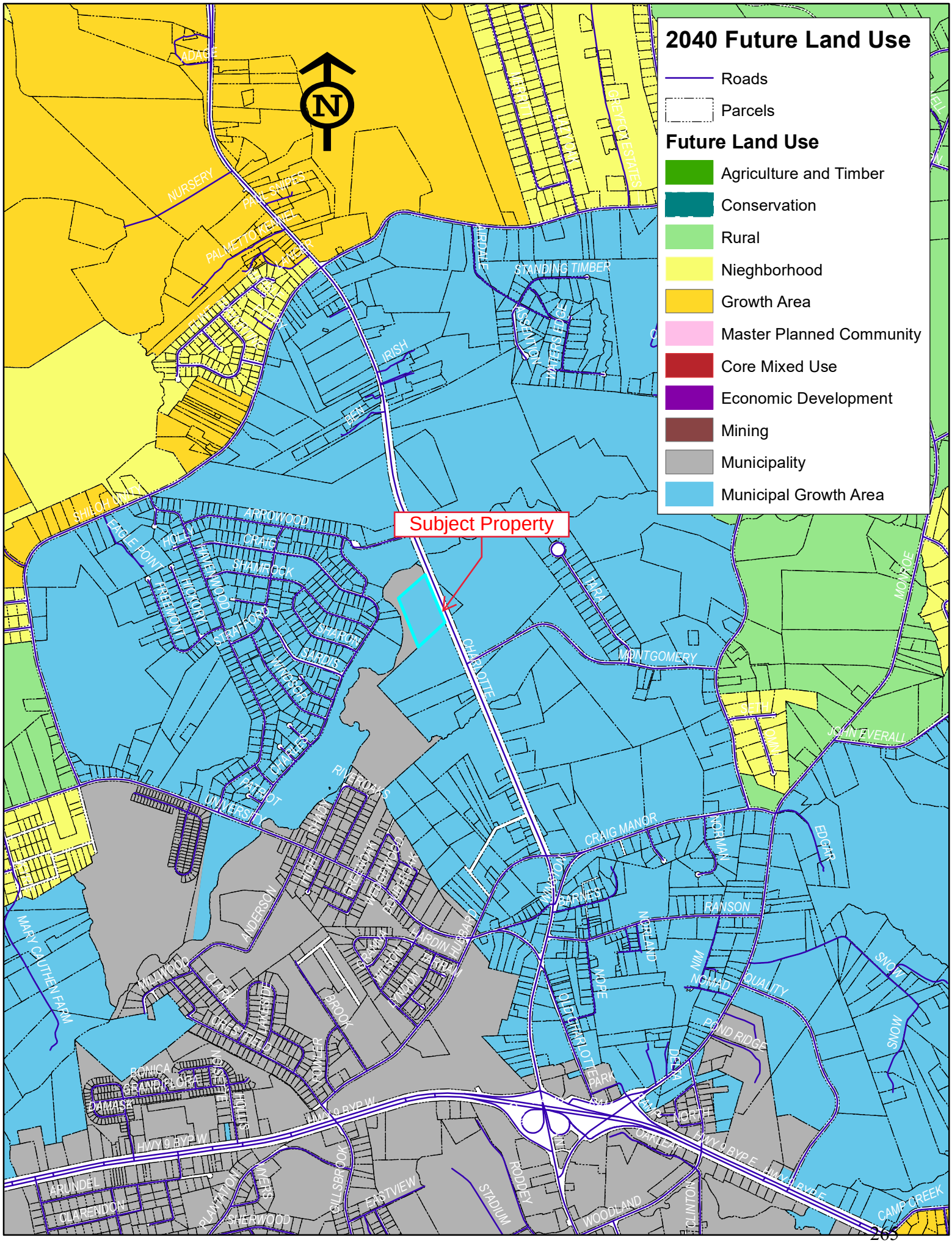
As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as an officer of the Transferor. I further understand that a person required to furnish this affidavit who willfully furnishers a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

C. Weldon Burns, Jr.

C. Weldon Burns, Jr., Authorized Signatory for Transferor

SWORN to before me this 25 day of November, 2015.

Notary Public for SC
My commission expires: 12/16/24
[SEAL]


2040 Future Land Use
Roads
Parcels
Future Land Use
Agriculture and Timber
Conservation
Rural
Nieghborhood
Growth Area
Master Planned Community
Core Mixed Use
Economic Development
Mining
Municipality
Municipal Growth Area
Subject Property
N
CHARLOTTE
MONTGOMERY
CRAIG MANOR
HWY 9 BYP W
HWY 9 BYP E
ARUNDEL
CLARENDON
SHERWOOD
WOODLAND
CAMP CREEK

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 18, 2024 and Monday, July 15, 2024, 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-2024-0910: Application by Mason McClure and Hecks LLC and John Hecimovich for a Conditional Use permit for Vehicle Services: Major Repair/ Bodywork (body shop/collision center) on 1.73 acres at and adjacent to 9868 Harrisburg Road (TM# 0005-00-100.05 and 0005-00-100.06).
2. RZ-2021-2791: Application by Doug Baumgartner for YDG Doby's Bridge Land LLC to rezone two parcels totaling 2.349 acres (TM 0013-00-018.09 & 0013-00-018.10) located on World Reach Drive, from General Business (GB) to Regional Business (RB) district, to allow appropriate commercial development uses.
3. RZ-2024-0623: Application by Ben Stevens for BRD Land and Investments, and owners Richard Connors et al family members to rezone 26.94 acres located at 2941 Hwy 521 Bypass (TM #0081-00-045.01) from Neighborhood Business (NB) to Medium Density Residential (MDR) district in order to develop a single-family residential neighborhood.
4. RZ-2024-0826: Application by Jeffrey C. Hinson to rezone 1.041 acres located at 6989 Pageland Hwy (TM #0056-00-012.00) from Rural Business (RUB) to Rural Residential (RR) district in order to allow conforming expansion of residential use (home occupation use).
5. RZ-2024-0878: Application by Mark Henninger for Lennar Carolinas LLC and Williamson Farm Lane LLC to rezone 291.48 acres at and adjacent to 1080 Williamson Farm Lane (TM #0049-00-004.02) from Low Density Residential (LDR) to Medium Density Residential (MDR) in order to develop a single-family residential subdivision.
6. RZ-2024-1011: Application by Lancaster County to rezone 6.8 acres at 2001 Charlotte Highway (p/o TM# 0062-00-005.01) from General Business (GB) to Institutional (INS) district, in order to convert the existing structures to use as county offices.
7. RNC-2024-0966: Application by Myra Reece for SCDHEC to rename DHEC Road, a state-maintained private shared drive off Grace Avenue 0.16 miles south of the intersection with Chester Hwy/Route 9. Per UDO Sec 6.11.5. The requested name is Environmental Drive

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, June 18, 2024, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2024-1869: Application by Moody Group/Jan Ringeling on behalf of Barberville Developers LC and Martin Senior and Associates for a Preliminary Plat for two parcels totaling 2.0 acres located at the northwest corner of Barberville Road and Fort Mil Highway (TM #s 0006-00-057.00 and 0006-00-058.00), in order to create a multi-parcel commercial development with central shared access.

The following items require review by the Lancaster County Planning Commission on Tuesday, June 18, 2024, but do not require a public hearing.

1. NRN-2024-0924 New Road Names: Group Submittal, pursuant to Section 9.2.17.A.2 of the Unified Development Ordinance.
2. NRN-2024-0830 Coyote Trail: shared private drive name 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.

ished in The Lancaster News,
arolina, in accordance with

spaper Rep Signature

Kristi Rees

The Lancaster News

980 N Woodland Drive
PO Box 640
Lancaster, SC 29721
803-283-1133



PUBLIC HEARING NOTICE

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MONDAY A6 SPORTS A10 FEATURES
SUNDAY A9 OPINION A8 CLASSIFIEDS
SATURDAY A7 JUST FOR FUN A5 EDUCATION

INDEX

WEATH

170TH YEAR • NO. XX
XX SECTION • XX PAGES

Randy Sutton places flags on grave of fallen soldiers in Lancaster Memorial Park on Sunday. Sutton served in Vietnam in 1968-69.

Brandon Hunter

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 1st 2024.

SWORN to before me this 3rd day of June, 2024

Ashley L Johnson

Notary Public for South Carolina
My Commission Expires: 01/20/2027

NOTARY PUBLIC SOUTH CAROLINA

Newspaper Rep Signature Kristi Rees

Agenda Item Summary

Ordinance # / Resolution #: Ordinanace 2024-1906
Contact Person / Sponsor: Dennis Marstall / Administration
Department: Attorney
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Adopt an ordinance to provide a citizen referendum vote on November 5, 2024 to determine if residents want to add one-percent (1%) to the local sales tax to generate $405 million specifically for roads and transportation-related projects throughout the county.

The ordinance has been updated from the first reading to specifically highlight the funding priority to widen Highway 521 with a local contribution of at least $60 million -- Section 1, E. The ballot language on question number 2 was also updated to specifically stipulate the bonding of funds for Highway 521 for a least $60 million. Lastly, the Ordinance includes an attachment that outlines the projects by categories and dollar amounts.

Strategic Plan Focus Area Alignment:

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

Points to Consider:
Lancaster County has approximately 1,400 miles of publicly maintained roads (900 SCDOT, 500 county/other municipality miles)

Lancaster County, and the municipalities, are heavily dependent on the SC Department of Transportation (SCDOT) for road funding and scheduling of road improvements, as there is very little local funding nor property tax millage dedicated for road projects.

Over the past five years, the County has been able to improve over 94 miles of roads utilizing state and voter-approved capital projects sales tax funding for a combined total of $25 million.

The County Transportation Committee (CTC), in consultation with County Public Works staff and area municipalities, have identified over $400 million in transportation-related projects over the next 15-years. These 125+ projects include major widenings, such as adding one lane in each direction on Highway 521 for 7.5 miles in the Indian Land area, to installing roundabouts, improving intersections, and undertaking significant road resurfacing on roads in each of the four municipalities.

State law 4-37-10 allows counties to implement a Transportation Sales Tax, up to 1%, by referenda vote. The law stipulates that the sales tax can be imposed for not more than 25 years in the aggregate, but can be in smaller timeframes totaling the 25 years. The law also states that the tax shall expire when the timeframe is reached or the dollar amount to be raised has been generated, whichever is first.

The Ordinance would present the county voters with two questions on the general election ballot on November 5, 2024. The first question relates to imposing the sales tax and the second question authorizes the revenue from the sales tax to be used to support the issuance of general obligation debt to fund the transportation-related projects, similar to the following:

QUESTION 1

I approve a special sales and use tax in the amount of one percent to be imposed in Lancaster County for not more than fifteen (15) years, or until a total of $405,000,000 in resulting revenue has been collected, whichever occurs first. The sales tax proceeds will be used to finance the costs of Highway 521 widening, highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects facilities, including but not limited to drainage

facilities relating to the highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects.

YES _____
NO _____

Instructions to Voters:
All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

QUESTION 2

I approve the issuance of not exceeding $250 million of general obligation bonds of Lancaster County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed fifteen (15) years, to fund at least $60,000,000 for the widening of Highway 521 and to fund other projects described in Question 1 above.

YES _____
NO _____

Instructions to Voters:
All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES;" and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO."

Without the sales tax funding, it could take 50 years to complete all the transportation projects identified on the County roads need list, and will be on the SCDOT timeframe.

Funding and Liability Factors:
A one-percent sales tax implemented on May 1, 2025 is projected to generate $419 million over the next 15 years.

This projection is financially conservative based on the transportation sales tax generating at least $15 million in the first year with a growth factor of 9% for the first 7 years and a 7% growth factor in the last eight years of the sales tax.

The projection is based on the trend history of the existing one-percent capital project sales tax, which generated $16.3 million in FY23 and has yielded a 9.2% average growth rate over the past 14 years.

If adopted, the Lancaster County Sales Tax would rise to 9% on all applicable goods and services and would make the county the fifth in the state to have a separate and dedicated transportation sales tax.

Recommendation:
Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance No. 2024-1906	7/10/2024	Ordinance
Power Point Presentation	7/10/2024	Presentation

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2024-1906**
COUNTY OF LANCASTER)

AN ORDINANCE

TO LEVY AND IMPOSE A ONE PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN LANCASTER COUNTY PURSUANT TO SECTION 4-37-30 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE THE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE CONDUCT OF THE REFERENDUM BY THE BOARD OF ELECTIONS AND VOTER REGISTRATION OF LANCASTER COUNTY; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

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

Section 1. Findings.

The County Council ("County Council") of Lancaster County, South Carolina (the "County"), hereby finds and determines:

(a) The South Carolina General Assembly has enacted Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), pursuant to which the county governing body may impose by ordinance a sales and use tax in an amount not to exceed one percent, subject to the favorable results of a referendum, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-37-10 of the Code of Laws of South Carolina 1976, as amended (the S.C. Code"), the South Carolina General Assembly has authorized county government to finance the costs of highways, roads, streets, bridges and other transportation-related projects either alone or in partnership with other governmental entities. As a means to furthering the powers granted to the County under the provisions of Section 4-9-30 and Sections 6-21-10, *et seq*. of the S.C. Code, the County Council is authorized to form a transportation authority or to enter into a partnership, consortium, or other contractual arrangement with one or more other governmental entities pursuant to Title 4, Chapter 37 of the S.C. Code. The County Council has decided to provide funding for highways, roads, streets, bridges, greenways, and other transportation-related projects, *inter alia*, without the complexity of a transportation authority or entering into a partnership, consortium, or other arrangements with one or more other governmental entities at this time; provided that nothing herein preclude County Council from entering into partnerships, consortiums, or other contractual arrangements in the future. County Council may utilize such provisions in the future as necessary or convenient to promote the public purposes served by funding highways, roads, streets, bridges, greenways, and other transportation-related projects as provided in this ordinance (this "Ordinance").

(c) The County Council finds that the a one percent sales and use tax (the "Sales Tax") should be levied and imposed within the County, for financing the costs of highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects facilities, including but not limited to drainage facilities relating to the highways, roads, streets, bridges, and other transportation-related projects (the "Projects").

For a period not to exceed 15 years from the date of imposition of such a sales and use tax, to fund the Projects at a maximum cost not to exceed $405,000,000 to be funded from the net proceeds of the Tax imposed in the County pursuant to provisions of the Act, subject to approval of the qualified electors of the County in referendum to be held on November 5, 2024. The imposition of the Sales Tax and the use of the sales and use tax revenue (the "Sales Tax Revenue"), if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of the Tax Revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, the Sales Tax Revenue shall be used for the costs of the Projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of appropriate administrative and project management costs of the Projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the Projects. All spending shall be subject to an annual independent audit to be made available to the public.

(d) County Council finds that the imposition of the Sales Tax in the County for the Projects and purposes defined in this Ordinance for a limited time not to exceed 15 years to collect a limited amount of money will serve a public purpose, provide funding for highways, roads, streets, bridges, greenways, and other transportation-related projects as provided in this Ordinance to facilitate economic development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in the County, and promote public health and safety in the event of fire, emergency, panic, and other dangers, and prepare the County to meet present and future needs of the County and its citizens.

(e) County Council finds that the widening of Highway 521 (the "Widening of Highway 521") will be the County's highest priority and provisions must be made for securing at least $60,000,000 needed to make the County's contribution to that project.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

(a) The Sales Tax, as authorized by the Act, is hereby imposed in the County, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the Sales Tax to be held in the County on November 5, 2024.

(b) The Sales Tax shall be imposed for a period not to exceed 15 years from the date of imposition.

(c) The maximum cost of the Projects to be funded from the proceeds of the Sales Tax shall not exceed, in the aggregate, the sum of $405,000,000, and the maximum amount of net proceeds to be raised by the Sales Tax shall not exceed $405,000,000, which includes administrative costs and debt service on bonds issued to pay for the Projects. The estimated principal amount of initial authorization of bonds to be issued to pay costs of the Projects and to be paid by a portion of the Sales Tax is $250,000,000.

(d) The Sales Tax shall be expended for the costs of the following Projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such Projects, for financing the costs of highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects facilities, including but

not limited to drainage facilities relating to the highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects including but not limited to: Widening Highway 521 and other major road widenings; intersection improvements; roundabouts; County-maintained road priorities; resurfacing/rehabilitation of County, South Carolina Department of Transportation, and municipal roads; and transportation related to economic development projects.

The Projects expected to be funded from the Sales Tax are summarized on the attached Exhibit A. With the exception of the Widening of Highway 521, the Projects summarized on Exhibit A are not listed in priority order and the estimated costs for each project are estimates only and not intended to be final numbers. While the Widening of Highway 521 is the highest priority project, the actual construction of the Widening of Highway 521 project need not be undertaken or completed before other Projects. Provided, however, the amount of at least $60,000,000, which will be the County's contribution to the cost of the Widening of Highway 521 project, must be made available for the project upon the commencement of the project.

The amount of the maximum total funds to be collected which shall be expended for these Projects and purposes shall be no more than $405,000,000.

(e) If the Sales Tax is approved by a majority of the qualified electors voting in a referendum to be held in the County on November 5, 2024, the Sales Tax is to be imposed on the first day of May, 2025, provided the Board of Voter Registration and Elections of Lancaster County (the "Elections Board") shall certify the results not later than November 30, 2024, to Lancaster County Council and the South Carolina Department of Revenue (the "DOR"). Included in the certification must be the maximum cost of the Projects to be funded in whole or in part from the proceeds of the Sales Tax Revenue, the maximum time specified for the imposition of the Sales Tax, and the principal amount of initial authorization of bonds, if any, to be supported by a portion of the Sales Tax Revenue.

(f) The Sales Tax, if approved in the referendum conducted on November 5, 2024, shall terminate on the earlier of:

(i) on April 30, 2040; or

(ii) the end of the calendar month during which the DOR determines that the Sales Tax has raised revenues sufficient to provide the greater of either the costs of the Projects as approved in the referendum or the cost to amortize all debts related to the approved Projects.

(g) Amounts of Sales Tax collected in excess of the required proceeds must first be applied, if necessary, to complete each project for which the Sales Tax was imposed. Any additional revenue collected above the specified amount must be applied to the reduction of debt principal of the County on transportation infrastructure debts only.

(h) The Sales Tax must be administered and collected by the DOR in the same manner that other sales and use taxes are collected. The Department may prescribe amounts that may be added to the sales price because of the Sales Tax.

(i) The Sales and Use Tax is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36 of Title 12 of the S.C. Code and the enforcement provisions of Chapter 54 of Title 12 of the S.C. Code. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36 of Title 12 of the S.C. Code are exempt from the Sales Tax imposed by this Ordinance. The gross proceeds of the sale of food lawfully

purchased with United States Department of Agriculture Food Stamps are exempt from the Sales and Use Tax imposed by this Ordinance. The Sales Tax imposed by this Ordinance also applies to tangible property subject to the use tax in Article 13, Chapter 36 of Title 12 of the S.C. Code.

(j) Taxpayers required to remit taxes under Article 13, Chapter 36 of Title 12 of the S.C. Code must identify the county in which the personal property purchased at retail is stored, used, or consumed in the State of South Carolina (the "State").

(k) Utilities are required to report sales in the county in which the consumption of the tangible personal property occurs.

(l) A taxpayer subject to the tax imposed by Section 12-36-920 of the S.C. Code who owns or manages rental units in more than one county must report separately in his sales tax return the total gross proceeds from business done in each county.

(m) The gross proceeds of sales of tangible personal property delivered after the imposition date of the Sales Tax, either under the terms of a construction contract executed before the imposition date, or written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the Sales Tax provided in this Ordinance if a verified copy of the contract is filed with the DOR within six months after the imposition date of the Sales Tax provided for in this Ordinance.

(n) Notwithstanding the imposition date of the Sales Tax with respect to services that are billed regularly on a monthly basis, the Sales Tax authorized pursuant to this Ordinance is imposed beginning on the first day of the billing period beginning on or after the imposition date.

Section 3. **Procedures Related to Distribution of Sales and Use Tax.**

(a) The Sales Tax Revenue collected under this Ordinance must be remitted to the State Treasurer and credited to a fund separate and distinct from the general fund of the State. After deducting the amount of any refunds made and costs to the DOR of administrating the Sales Tax, not to exceed one percent of such revenues, the State Treasurer shall distribute the revenues quarterly to the County Treasurer and the revenues must be used only for the purposes stated herein. The State Treasurer may correct misallocations by adjusting subsequent distributions, but these distributions must be made in the same fiscal year as the misallocation. However, allocations made as a result of city or County code errors must be corrected prospectively.

(b) The DOR shall furnish data to the State Treasurer and to the County Treasurer for the purpose of calculating distributions and estimating revenues. The information which must be supplied to the County upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of Section 12-54-240 of the S.C. Code. Any person violating the provisions of this section shall be subject to the penalties provided in Section 12-54-240 of the S.C. Code.

Section 4. Procedures Related to the Expenditure of Sales Tax.

(a) The County Administrator shall prepare or cause to be prepared a financing plan including a budget and projected timeline for the expenditure of the Tax Revenue (the "Financing Plan"). The Financing Plan may be for multiple years, but shall be updated annually as part of the County's budget process. In establishing the Financing Plan, the County Administrator shall take into account criteria such

as the status of design, engineering and right-of-way acquisition, and a financial analysis which will take into consideration objective criteria such as the status of the cost savings that may be affected by placing a Project in a particular position or matching Tax Revenue with uses of funds from other sources.

(b) Provisions for the funding of the Widening of Highway 521 shall be included in the initial Financing Plan and each annual update.

(c) Any outside agencies, political subdivisions or organizations designated to receive funding from the Sales Tax must submit requests for funding in accordance with procedures and schedules established by the County Administrator. The County Administrator shall prepare the proposed budget for the Sales Tax and submit it to the County Council at such time as the County Council determines.

(d) County Council shall adopt annually and prior to the beginning of fiscal year a budget for expenditures of the Tax Revenue. County Council may make supplemental appropriations for the Sales Tax following the same procedures prescribed for the enactment of other budget ordinances. The provisions of this section shall not be construed to prohibit the transfer of funds appropriated in the annual budget for the Sales Tax for purposes other than as specified in the annual budget when such transfers are approved by County Council. In the preparation of the annual budget, County Council may require any reports, estimates, and statistics from any county agency or department as may be necessary to perform its duties as the responsible fiscal body of the County.

(e) Except as specifically authorized by County Council, any outside agency or organization receiving an appropriation of the Sales Tax must provide to County Council an independent annual audit of such agency's or organization's financial records and transactions and such other and more frequent financial information as required by County Council, all in form satisfactory to County Council.

Section 5. Sales Tax Referendum; Ballot Question.

(a) The Elections Board shall conduct a referendum on the question of imposing the Sales Tax in the County on Tuesday, November 5, 2024, between the hours of 7 a.m. and 7 p.m. under the election laws of the State, mutatis mutandis. The Elections Board shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of Projects and purposes as set forth herein, and the cost of Projects, and shall publish such election and other notices as are required by law.

(b) The referendum question to be on the ballot of the referendum to be held in the County on November 5, 2024, must read substantially as follows:

LANCASTER COUNTY SPECIAL SALES AND USE TAX

QUESTION 1

I approve a special sales and use tax in the amount of one percent to be imposed in Lancaster County for not more than fifteen (15) years, or until a total of $405,000,000 in resulting revenue has been collected, whichever occurs first. The sales tax proceeds will be used to finance the costs of Highway 521 widening, highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects facilities, including but not limited to drainage facilities relating to the highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects.

YES _____

NO _____

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

QUESTION 2

I approve the issuance of not exceeding $250,000,000 of general obligation bonds of Lancaster County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed fifteen (15) years, to fund at least $60,000,000 for the Widening of Highway 521 and to fund other Projects described in Question 1 above.

YES _____
NO _____

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES;" and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO."

(c) In the referendum on the imposition of the Sales Tax in the County, all qualified electors desiring to vote in favor of imposing the Sales Tax for the stated purposes shall vote "yes" and all qualified electors opposed to levying the Sales Tax shall vote "no." If a majority of the electors voting in the Referendum shall vote in favor of imposing the Sales Tax, then the Sales Tax is imposed as provided in the Act and this Ordinance. Expenses of the referendum must be paid by the County.

(d) In the referendum on the issuance of bonds, all qualified electors desiring to vote in favor of the issuance of bonds for the stated purpose shall vote "yes" and all qualified electors opposed to the issuance of bonds shall vote "no". If a majority of the electors voting in the referendum shall vote in favor of the issuance of bonds, then the issuance of bonds shall be authorized in accordance with S.C. Constitution Article X, Section 14, Paragraph (6). Expenses of the referendum must be paid by the County.

Section 6. Imposition of Sales and Use Tax Subject to Referendum.

The imposition of the Sales and Use Tax in the County is subject in all respects to the favorable vote of a majority of qualified electors casting votes in a referendum on the question of imposing the Sales and Use Tax in the County in a referendum to be conducted by the Elections Board on November 5, 2024, and the favorable vote of a majority of the qualified electors voting in such referendum shall be a condition precedent to the imposition of the Sales and Use Tax pursuant to the provisions of this Ordinance.

Section 7. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or

shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever; provided, however, that the Sales Tax may not be imposed without the favorable results of the referendum to be held on November 5, 2024.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in this State.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this ordinance.

(d) All previous ordinances regarding the same subject matter as this Ordinance are hereby repealed.

Section 7. **Effective Date.** This ordinance is effective upon third reading.

AND IT IS SO ORDAINED, THIS _____ DAY OF _____, 2024.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

Attest:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
County Attorney

1st reading: June 10, 2024
2nd reading: June 24, 2024
Public Hearing: July 15, 2024
3rd reading: July 15, 2024

Exhibit A

Major Widenings

Highway 521/Major Road Widenings ($165 million)

- Highway 521 (Highway 75 to NC state line) – Contribution to widening/improving Hwy 521. $60 million
- Harrisburg Road (NC state line to Calvin Hall Road) – 3 lane Harrisburg road, $30 million
- Barberville Road (Highway 160 to NC state line) – 3 lane Barberville Road, $30 million
- Henry Harris Road (Marvin Road to Highway 521) 3 lane Henry Harris Road, $35 million.
- Riverside Road – Widening Riverside Road – Hwy. 9 Bypass to University Drive $10 million.

Intersection Improvements

Intersection Improvements ($30 million)

- Shiloh Unity @ Unity Church
- US 601 @ 265 New Hope Road @ Solar Road
- Gillsbrook Road / Highway 9 – Extend turn lane
- Shiloh Unity @ 522
- Shelly Mullis Road / US 521 - Turn lane
- Henry Harris Road / Stacie Howie Road – Configuration/alignment
- Sun City @ Promenade
- SC 9 @ Potter Road
- Camp Creek Road / Rocky River Road
- Grace Avenue / Bethel Road – "yield at the church"
- Bethel Road & Bethel Boat Landing

Roundabouts

Roundabouts ($15 million)

- Henry Harris Road / Marvin Road
- Steel Hill Road / Van Wyck Road
- University Drive / Hubbard Drive
- Shiloh Unity Road @ 200
- Shiloh Unity Road @ Camp Creek Road

County Maintained Roads

Lancaster County - Maintained Road Priorities ($5 million)

- Vance Baker Road -- $1.5 million
- Calvin Hall Road (County portion) -- $1.8 million
- Sandra Lane -- $1.2 million
- Reece Road / Lymon Reece Road -- $500,000

Resurfacing – Local Roads

Resurfacing / Rehabilitation of County, SCDOT and Local Municipality Identified Roads ($100 million)

- Lancaster County
- City of Lancaster
- Town of Kershaw
- Town of Van Wyck
- Town of Heath Springs
- SCDOT lower volume / rural intersections

SCDOT – Resurfacing

SCDOT Secondary Resurfacing ($25 million)

- Lynwood Drive

- W. Shiloh Unity Road
- Doc Garris Road
- S. Potter Road
- McCardell Street
- Heyward Hough Road
- Camp Creek Road
- Beacon Road
- Country Club Road
- Airport Road
- McIIwain Road

Economic Development
Economic Development ($8 million)
- Business Parks – road improvements
- Air Rail Park – road connectivity for lot 6
- Land Acquisition for future collector roads

Greenways and Sidewalks
Greenways / Sidewalk Repairs / Sidewalk Additions ($7 million)
- Indian Land Trail (Six-mile creek) – $2.5 million
- Lindsay Pettus Greenway (expansion) – $2.0 million
- Miscellaneous Sidewalks and Greenways – $2.5 million

Signalization and Mast Arm / utility relocation
Signalization and utility issues ($15 million)
- Lighted street signs, mast arm poles, utility issues

Miscellaneous
Matching funds, property acquisition, project management, inflation ($30 million)

Lancaster County
South Carolina

TRANSPORTATION SALES TAX PROPOSAL



County Council Meeting
July 15, 2024

Lancaster County
South Carolina

Road Funding Proposal

- Lancaster County has roughly 1,400 miles of publicly maintained roadway (900 SCDOT miles, 500 county/other municipality miles)
- From 2018 through 2024, over 94 miles have been improved.
- Funding for these improvements are Capital Sales Project 2, Capital Project Sales Tax 2 Proviso, Lancaster County Transportation Committee (C-funds/gas tax), and a Road Fee (Preservation/Contractual projects).

Lancaster County
South Carolina

Road Funding Proposal

- Current Funding estimates:
  - CPST 2 Proviso - $9 M to be completed by 2025
  - CPST 3 Funding -- $13.2 M
  - CTC - $1,400,000 per year
  - Road Fee - $800,000 per year (remaining fee total offsets Road Maintenance budget)
- Only option to address future road needs is a dedicated funding stream.

Lancaster County
South Carolina

Road Funding Proposal

- Subject to successful referenda, a County can have the Capital Project Sales Tax pursuant to SC Code 4-10-300 **and** a Transportation Sales Tax pursuant to 4-37-10.
- Potentially, Lancaster Co could have 3 sales taxes. The SC Attorney General has provided an opinion that Lancaster Co can have the Local Option Sales Tax, the Capital Project Sales Tax and the Transportation Sales Tax subject to a successful referendum.
- Legislation provides up to 1% that can run concurrently with other sales tax.
- Can impose for no more than 25 years in the aggregate, or in smaller increments
- Sales tax ends when years or authorized revenue amount is reached, whichever is first.
- Revenue estimated at $400+ million

Lancaster County
South Carolina

Revenue Projection

Current 1% Capital Projects Sales Tax

- Average growth 9.2% (2010 – 2023)
- FY22 -- $15,251,633
- FY23 -- $16,384,986

15-year projection -- $419,336,319 *(starting at $15 million)*

- 9% growth – Year(s) 1 – 7
- 7% growth – Year(s) 8 – 15

Lancaster County
South Carolina

Road Funding Proposal

- County Transportation Committee reviewed 132 individual roads and 50+ intersections, safety concepts, trails, sidewalks, signalization, and other transportation related items
- Met four times
  - January 24, 2024
  - February 21, 2024
  - March 14, 2024
  - March 28, 2024
- Recommend over 125 roads and transportation-related projects

Highway 521/Major Road Widenings ($165 million)

- Highway 521 (Highway 75 to NC state line) – Contribution to widening/improving Hwy 521. $60 million
- Harrisburg Road (NC state line to Calvin Hall Road) – 3 lane Harrisburg road, $30 million
- Barberville Road (Highway 160 to NC state line) – 3 lane Barberville Road, $30 million
- Henry Harris Road (Marvin Road to Highway 521) 3 lane Henry Harris Road, $35 million.
- Riverside Road – Widening Riverside Road – Hwy. 9 Bypass to University Drive $10 million.

Intersection Improvements ($30 million)

- Shiloh Unity @ Unity Church
- US 601 @ 265 New Hope Road @ Solar Road
- Gillsbrook Road / Highway 9 – Extend turn lane
- Shiloh Unity @ 522
- Shelly Mullis Road / US 521 - Turn lane
- Henry Harris Road / Stacie Howie Road - Configuration/alignment
- Sun City @ Promenade
- SC 9 @ Potter Road
- Camp Creek Road / Rocky River Road
- Grace Avenue / Bethel Road- “yield at the church”
- Bethel Road & Bethel Boat Landing

Roundabouts ($15 million)

- Henry Harris Road / Marvin Road
- Steel Hill Road / Van Wyck Road
- University Drive / Hubbard Drive
- Shiloh Unity Road @ 200
- Shiloh Unity Road @ Camp Creek Road

Lancaster County - Maintained Road Priorities ($5 million)

- Vance Baker Road - $1.5 million
- Calvin Hall Road (County portion) -- $1.8 million
- Sandra Lane - $1.2 million
- Reece Road / Lymon Reece Road --$500,000

Resurfacing / Rehabilitation of County, SCDOT and Local Municipality Identified Roads ($100 million)

- Lancaster County
- City of Lancaster
- Town of Kershaw
- Town of Van Wyck
- Town of Heath Springs
- SCDOT lower volume / rural intersections

Lancaster County
South Carolina

SCDOT -- Resurfacing

SCDOT Secondary Road Resurfacing ($25 million)

- Lynwood Drive
- W Shiloh Unity Road
- Doc Garris Road
- S Potter Road
- McCardell Street
- Heyward Hough Road
- Camp Creek Road
- Beacon Road
- Country Club Road
- Airport Road
- McIlwain Road

Economic Development ($8 million)

- Business Parks -- road improvements
- Air Rail Park – road connectivity for lot 6.
- Land Acquisition for future collector roads

Greenways / Sidewalk Repairs / Sidewalk Additions ($7 million)

- Indian Land Trail (Six-mile creek) – $2.5 million
- Lindsay Pettus Greenway (expansion) – $2.0 million
- Miscellaneous Sidewalks and greenways – $2.5 million

Miscellaneous ($30 million)

- Matching funds requirement
- Property Acquisition
- Project management/Administration
- Inflation -- contingency

Staff Recommendation:

CTC Recommendations -- $305 million

Staff Total Additions -- $95 million

Total CTC and Staff recommendation -- $400 million

Lancaster County
South Carolina

Transportation Sales Tax Proposal

125+ projects

Projects	Total
Highway 521 /Major Widenings	$165
Intersection Improvements	$30
Roundabouts	$15
County-maintained roads	$5
Resurfacing – co, state, municipalities	$100
SCDOT secondary rd resurfacing	$25
Economic Development	$8
Greenways and Sidewalks	$7
Signalization and Mast Arm / utilities	$15
Miscellaneous	$30
TOTAL	**$400**

Lancaster County
South Carolina

Transportation Sales Tax Proposal

- 4 counties have Transportation Sales Tax
  - Berkeley
  - Charleston
  - Dorchester
  - Richland

    ** Horry discussing
- 2 Counties have three local sales taxes
  - Berkeley
  - Charleston

    ** potentially Horry

2023 Sales Tax by County

Abbeville	7%	Chesterfield	8%	Hampton	7%	Newberry	7%
Aiken	8%	Clarendon	8%	Horry	8%	Oconee	6%
Allendale	8%	Colleton	8%	Horry-Myrtle Beach	9%	Orangeburg	7%
Anderson	7%	Darlington	8%	Jasper	8%	Pickens	7%
Bamberg	8%	Dillon	8%	Kershaw	8%	Richland	8%
Barnwell	8%	Dorchester	7%	Lancaster	8%	Saluda	8%
Beaufort	7%	Edgefield	8%	Laurens	8%	Spartanburg	7%
Berkeley	9%	Fairfield	7%	Lee	8%	Sumter	7%
Calhoun	8%	Florence	8%	Lexington	7%	Union	7%
Charleston	9%	Georgetown	6%	McCormick	8%	Williamsburg	8%
Cherokee	8%	Greenville	6%	Marion	8%	York	7%
Chester	8%	Greenwood	7%	Marlboro	8%		

Lancaster County
South Carolina

Ballot Language

County voters would have two questions on the general election ballot on November 5, 2024.

1. impose the sales tax
2. authorize the revenue from the sales tax to be used to support the issuance of general obligation debt to fund the transportation-related projects

QUESTION 1

I approve a special sales and use tax in the amount of one percent to be imposed in Lancaster County for not more than fifteen (15) years, or until a total of $405,000,000 in resulting revenue has been collected, whichever occurs first. The sales tax proceeds will be used to finance the costs of Highway 521 widening, highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects facilities, including but not limited to drainage facilities relating to the highways, roads, streets, bridges, greenways, pedestrian and bike paths, sidewalk improvements and other transportation-related projects.

YES _____

NO _____

QUESTION 2

I approve the issuance of not exceeding $250,000,000 of general obligation bonds of Lancaster County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed fifteen (15) years, to fund at least $60,000,000 for the widening of Highway 521 and to fund other projects described in Question 1 above.

YES _____

NO _____

Lancaster County
South Carolina

Timing Factors

- Definition of a general election -- holding an election in November 2025 is permissible, but County would have to pay the cost for the election as only limited municipal elections are planned for 2025

- Traffic and congestion continues to be a leading complaint, particularly along Highway 521
- North Carolina is looking to start widening Highway 521 to the state line in 2026
- Highway 521 will not become a state priority (or obtain federal funding) unless there is local funding identified
- Most roads are state roads and will remain on their funding availability and timelines to address
- Transportation projects take time to plan, design and address utilities or property acquisition, even before construction
- Keeping up with growth or getting ahead of growth
- Road costs are anticipated to continue escalating
- Lancaster Schools Bond Referendum

Timeline

August 1, 2024
Voter's Registration needs approved Ordinance

September – October 2024
Education Campaign

November 2024
General Election

Lancaster County
South Carolina

Questions

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: Administration
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Whether to appoint Tyson Blanton to the Health and Wellness Commission as one of the four At-Large representatives. If appointed, she would be filling her first four year term would end on 06/30/2027.

Whether to appoint Chad Catledge as the Council appointee to the Fire Code Appeals Board. If appointed, he would be filling his first four year term that would end on 06/30/2027.

Strategic Plan Focus Area Alignment:

Points to Consider:
Tyson Blanton's and Chad Catledge'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 Tyson Blanton for the Health and Wellness Commission	7/8/2024	Backup Material
Application from Chad Catledge for the Fire Code Appeals Board	7/8/2024	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Tyson Blanton *County Council District* 6

Mailing Address _____ *City/Zip* Kershaw, SC 29067

Street Address _____ *Registered Voter yes* X *no* ___

Tel. Number (home) _____ *(work)* N/A *(other)* N/A

Email: _____

Occupation Public Relations Manager *Place of employment* Duke Energy

Address 217 Craig Manor Rd; Lancaster, SC 29720 *Normal working hours* Flex Schedule

(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 Health + Wellness Commission *2nd choice* _____

3rd choice _____

Reason for interest

I've enjoyed a life-long interest in the benefits of a healthy lifestyle. My grandmother, Donna Fox, has instilled in me an appreciation for the importance of staying active. I would love to share this value with my community.

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)

See attached.

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 Tyson Blanton *Date* June 21, 2024

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

I feel I am qualified to serve on the Health & Wellness Commission for Lancaster County because of my educational, professional, and personal experiences as well as my deep ties to the Lancaster community.

I received a bachelor's degree in public relations with a minor in graphic design and a master's degree in business administration both from the University of South Carolina. In addition, I have been a public relations professional in various capacities for eight years. My ability and experience as a communications professional will be an added benefit to the commission especially as the commission is seeking additional members to their marketing and promotion work group.

In addition to my professional background, I have experience serving on numerous boards including Lancaster County Partners for Youth (current chair) and Lancaster County Chamber of Commerce, as well as a commissioner for York Technical College. This prior board experience has provided me the knowledge needed to perform as a productive board member.

Finally, in regards to my personal experience, I am an avid runner, a referee for LCPR youth soccer, and staunch advocate for supporting healthy lifestyles. I have been a past participant of Lancaster Run Club and LCPR's adult soccer league, and have previously played a role in managing the Lancaster Runs Facebook group. Though not everyone has an interest in running or playing soccer, I see these activities as avenues for encouraging people to stay active as a part of a healthy lifestyle.

I believe that the previously mentioned experiences and training make me qualified to serve as a member of the health and wellness commission. Thank you for your consideration and please let me know if there are any additional questions or concerns.

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Chad Catledge *County Council District* 5

Mailing Address _____ *City/Zip* 29720

Street Address _____ *Registered Voter yes* X *no* ____

Tel. Number (home) _____ *(work)* _____ *(other)* _____

Email: _____

Occupation General Contractor *Place of employment* Perception Builders, LLC

Address 115 West Arch Street Suite 201 Lancaster, SC 29720 *Normal working hours* 7am-5pm

(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 Fire Code Appeals Board *2nd choice* _____

3rd choice _____

Reason for interest

Just trying to bring value to the table.

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 am a licensed general contractor performing commercial and industrial construction projects for over 25 years. My experience will allow me to understand the appeal and apply the proper code interpretation to teh question at hand.

Do you presently serve any State, County or Municipal Boards? Yes *If yes, list* Construction Board of Appeals

Have you ever served on a county board? Yes *If yes, list* Planning Commission, Construction BoA

Additional pertinent information

Applicant's signature Chad Catledge *Date* 6/28/2024

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 2024-1898 - HOLD
Contact Person / Sponsor: Ginny Merck-Dupont / County Attorney
Department: Administration
Date Requested to be on Agenda: 7/15/2024

Council Action Requested:
Council is being asked to approve this Ordinance removing the current Council Rules of Procedures and, then, on the 3rd Reading of the Ordinance, Council will also adopt new and updated Rules of Procedure via Resolution.

Strategic Plan Focus Area Alignment:

Points to Consider:
County Council's current Rules of Procedure were adopted August 10, 2020, which helped to address many of the issues facing governing bodies during the COVID Pandemic.

The current Rules of Procedure mirror the Model Rules of Parliamentary Procedures for South Carolina Counties published by the South Carolina Association of Counties with some modifications to work with existing Lancaster County practices and procedures.

The current Rules of Procedure include a great deal of verbatim statutory law, particularlyin regards to FOIA requirements. County Council's current Rules of Procedure are also required to be utilized by all Boards and Commissions for which the County Council appoints a majority of the members.

As was discussed during the Council Retreat, and March COW meeting, the update to Council's Rules of Procedure will help define current practices and streamline the rules to allow for uniformity across Council appointed Boards and Commissions.

A combination of adjustments to certain current rules along with prior rules, and some new rules, are being suggested for Council's consideration and adoption at the April 22nd Council Meeting via resolution.

This ordinance is a necessary step in the process to remove the current Rules and then adopt the new rules in April.

Funding and Liability Factors:
There are no funding or liability factors regarding this Ordinance.

Recommendation:
Approve the Ordinance as written.