

Planning Commission Members

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

**County Attorney**

John K. DuBose III

Clerk to Planning Commission

Jennifer Bryan

Development Services Director

Rox Burhans

July 7, 2022

5:00 PM

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

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

Planning Commission Workshop AGENDA

1. Call to Order Regular Meeting and Roll Call Vote

2. New Business

a. RZ-2022-0672 Purser

Application by Nathaniel B. Purser to rezone 1 acre parcel at 7984 Taxahaw Road (TM# 0093-00-004.04) from Rural Business (RUB) to Agricultural Residential (AR) zoning district, for the purpose of converting a former commercial building into a residence. (Deferred to this agenda from 5/17/2022).

b. RZ-2021-1650 Redstone Phase II

Application by Redstone Investors, LLC to rezone approximately 25.79 acres from Regional Business (RB) District to Mixed Use (MX) District (TM # 0008-00-015.00, 0005-00-0106.00, 0005-00-0106.05, 0005-00-0106.06 and 0005-00-0106.04).

c. MX-2021-1650 Redstone Phase II

Application by Redstone Investors, LLC to approve a Master Development Plan and Preliminary Plat for a proposed 354-unit residential (townhomes/multifamily apartments at 5.5 dwelling units per acre) and 24,000 square feet of commercial development.

d. DA-2021-1650 Redstone Phase II

Application by Redstone Investors, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 354-unit residential (townhomes/multifamily apartments at 5.5 dwelling units per acre) and 24,000 square foot of commercial development.

e. RZ-2022-1329 Hovey

Application by LaVern & Lina Hovey to rezone approximately 0.67 acres, a portion of property on John Truesdale Road (TM# 0060-00-092.04) from Manufactured Housing (MH) to Low Density Residential (LDR) District, to allow the parcel to be conjoined with adjacent homesite at #1628 John Truesdale Road (TM# 0060-00-092.00). This rezoning would resolve the non-conformity of two zoning designations in one parcel.

f. RZ-2022-1399 St. Luke's

Application by St. Luke's Methodist Church and James Strang to rezone .439 acres located next to #2404 Old Camden Highway (p/o TM# 0088P-0C-013.00) from Institutional (INS) to

Medium Density Residential (MDR) in order to renovate the house as a private residence. The property is owned by St. Luke's Church and has been subdivided to allow sale of the parcel where the home is located.

g. Other

i. Reminder

Officer Elections for 2022-2023 Chair and Vice-Chair will be held at the July 19, 2022 meeting.

3. Adjourn

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-0672 Purser

Contact Person / Sponsor: A. Davis

Department: Planning

Date Requested to be on Agenda: 7/7/2022

Points to Consider:

Public Hearing Notice was re-published in the Lancaster News edition of July 2, 2022, and the Carolina Gateway edition of Wednesday July 6, 2022. Notices to adjacent properties and interested parties were mailed on Friday, July 1, 2022.

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

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

ATTACHMENTS:

Description	Upload Date	Type
Exhibit 1: Application	5/10/2022	Exhibit
Exhibit 2: Zoning Map	5/10/2022	Exhibit
Notice letter July	6/28/2022	Exhibit

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 7984 Taxahaw Rd Lancaster SC
City Lancaster State SC Zip 29720 Tax Parcel ID 0093-00-004.04
Current Zoning RuB Current Use not in use
Proposed Zoning AR Total Acres 1.12
Project Description convert commercial building into residential house

Surrounding Property Description Farm land / residential

CONTACT INFORMATION

Applicant Name Nathaniel B. Purser
Address 1696 Betha Knight Rd
City Lancaster State SC Zip 29720 Phone 803 246 2595
Fax — Email Purser's heating and air @ gmail.com
Property Owner Name Nathaniel B. Purser
Address 1696 Betha Knight Rd
City Lancaster State SC Zip 29720 Phone 803 246 2595
Fax — Email Purser's heating and air @ gmail.com

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

Nathan B. Russ
Applicant

March 25/22
Date

Nathan B. Russ
Property Owner(s)

March 25/22
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____
Amount Paid _____ Check Number _____ Cash Amount _____
Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

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

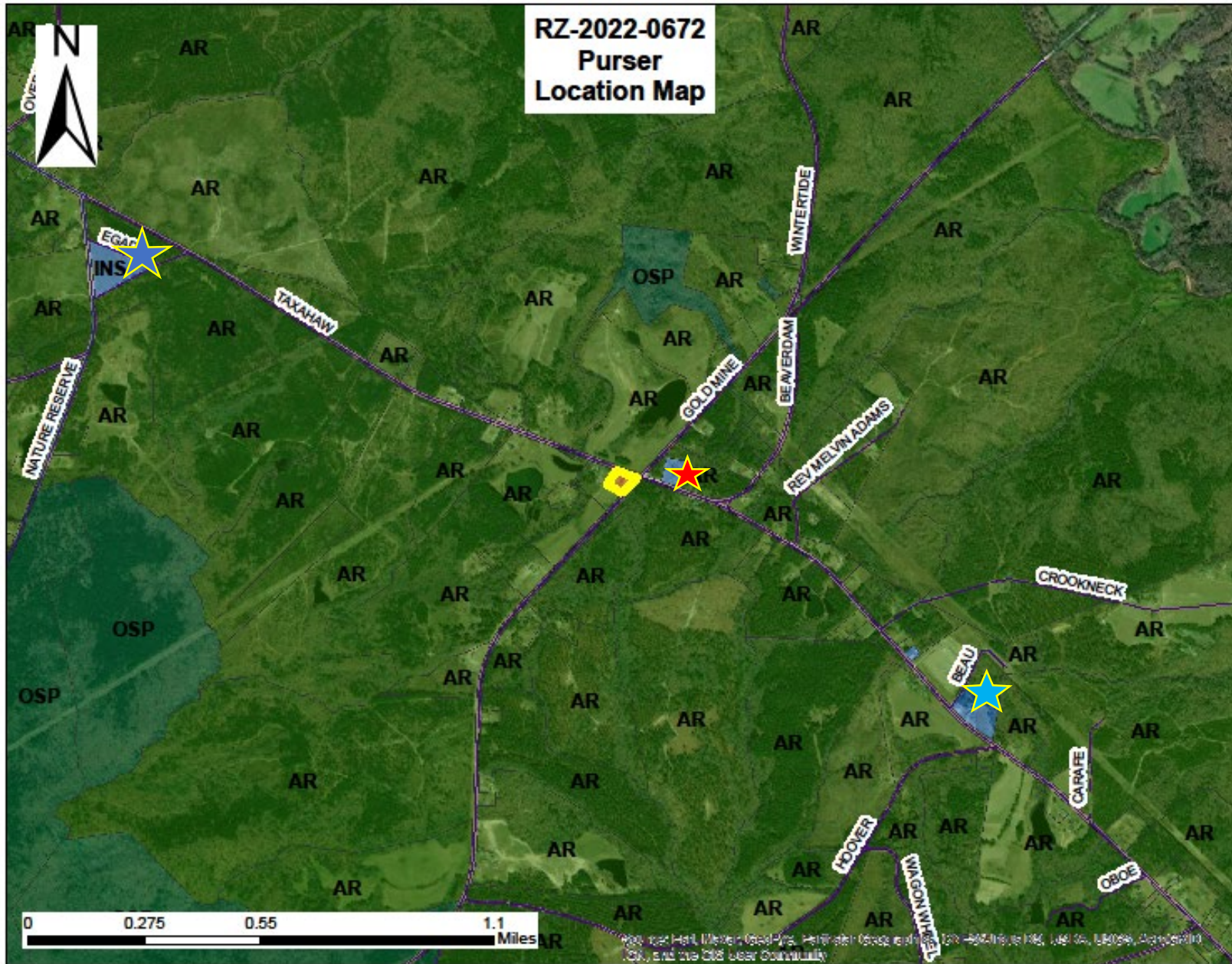
2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

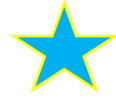
- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

RZ-2022-0672
Purser
Location Map



Proposal:
Request to rezone from
RUB to AR

Legend:

-  Subject Property
-  Taxahaw Baptist Church
-  Blackman Cemetery
-  Rocky Branch Baptist Church



PUBLIC HEARING NOTIFICATION

You are receiving this notice because you own property within the vicinity of a proposed rezoning within Lancaster County, SC more completely described below. Please refer to the map on the reverse side of this notice for the location of the subject property.

Rezoning RZ-2022-0672 Summary	
Rezoning Location	7984 Taxahaw Road (TM# 0093-00-004.04) See map on reverse side of this notice.
Applicant	Nathaniel B. Purser
Existing Zoning District	Rural Business (RUB): located predominantly at rural crossroads, representing small nodes of commercial activity along rural highways; intended for small-scale businesses serving daily needs of surrounding population.
Proposed Zoning District	Agricultural Residential (AR): uses are limited due to lack of utilities, unsuitable soil types, steep slopes, or for protection of prime agricultural land.
Rezoning Intent	converting a former commercial building into a residence.
County Staff Contact	Ashley Davis, Senior Planner: 803-416-9433 or adavis@lancastersc.net
Public Hearing Information	
Planning Commission	Tuesday, July 19, 2022 at 6:00 p.m.
County Council	Monday, August 8, 2022 6:00 p.m.
Location	Lancaster County Administration Building Council Chambers, 101 North Main Street, Lancaster, SC

Citizens will have an opportunity to provide public comments at each of the above public hearings. The Planning Commission shall review the rezoning request and issue a recommendation for County Council consideration. The County Council ultimately makes the final decision on rezoning requests.

If you are unable to the public hearing it will be live-streamed on the County's YouTube page:
<https://www.youtube.com/channel/UCgSfIMrcYjcYcu1m-e6TV54w>

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

The Lancaster County Zoning Map and the Unified Development Ordinance can be viewed at www.mylancastersc.org at the Development Services webpage.

Please feel free to call or email the County staff contact above if you have any questions or comments regarding this proposed rezoning. Thank you.

Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-1650 Redstone Phase II*

Contact Person / Sponsor: R. Burhans

Department: Planning

Date Requested to be on Agenda: 7/7/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Revised Application	6/29/2022	Exhibit
Notice letter	6/28/2022	Exhibit
Location Map	6/29/2022	Exhibit



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lanastercountysc.net

www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address Indian Land / SE corner of Hwy 521/ 160 Intersection

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

Current Zoning RB Current Use Undeveloped

Proposed Zoning MX Total Acres 25.79

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

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

CONTACT INFORMATION

Applicant Name Redstone Investors, LLC

Address 2400 South Blvd, Suite 300

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

Fax _____ Email mbilodeau@mpvre.com

Property Owner Name Red Stone Investors, LLC

Address 2400 South Blvd, Suite 300

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

Fax _____ Email mbilodeau@mpvre.com

06/28/2022
KPS

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

RED STONE INVESTORS, LLC

By: MPV RED STONE, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

DocuSigned by:
By: *Steve Vermillion*
E762FBEE9AB1431...

Title: Manager

1/5/2022

Applicant

Date

RED STONE INVESTORS, LLC

By: MPV RED STONE, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

DocuSigned by:
By: *Steve Vermillion*
E762FBEE9AB1431...

Title: Manager

1/5/2022

Property Owner(s)

0005-00-106.00, 0008-00-015.00

Date

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

SEE ADDITIONAL PAGE FOR SECOND APPLICANT/PROPERTY OWNER INFORMATION



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lanastercountysc.net

www.mylanastersc.org

ZONING MAP AMENDMENT APPLICATION

CONTACT INFORMATION

Applicant Name Lancaster Real Estate Group, LLC

Address 1423 Red Ventures Drive

City Indian Land State SC Zip 29707 Phone _____

Fax _____ Email _____

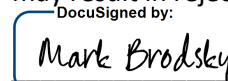
Property Owner Name Lancaster Real Estate Group, LLC

Address 1423 Red Ventures Drive

City Indian Land State SC Zip 29707 Phone _____

Fax _____ Email _____

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

DocuSigned by:
 Mark Brodsky 1/5/2022
 BC3C367FFCC24C0...
 Applicant Date
 DocuSigned by:
 Mark Brodsky 1/5/2022
 BC3C367FFCC24C0...
 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.
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- 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.



PUBLIC HEARING NOTIFICATION

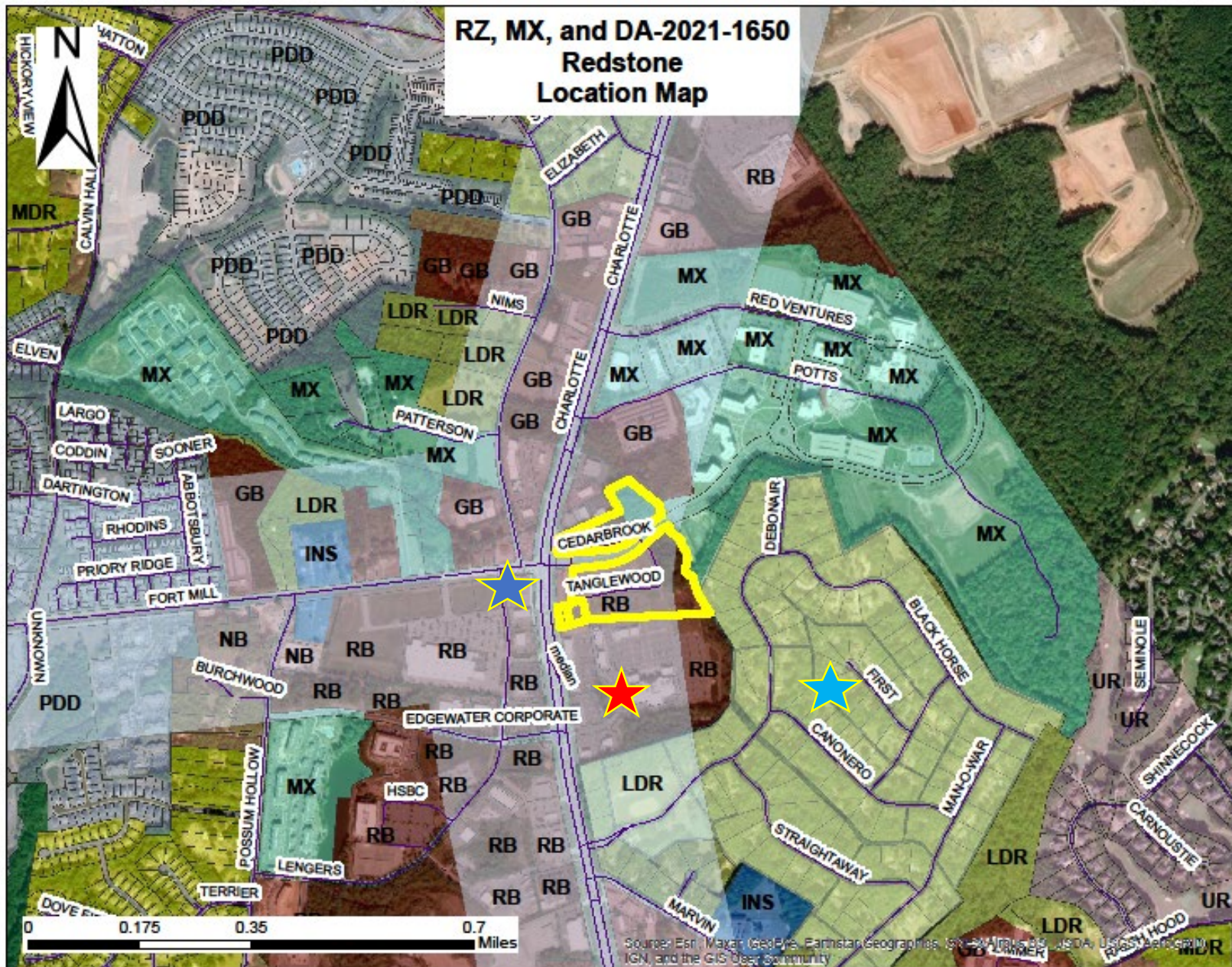
You are receiving this notice because you own property within the vicinity of a proposed rezoning and mixed-use development within Lancaster County, SC more completely described below. Please refer to the map on the reverse side of this notice for the location of the subject property.

RZ-2021-1650/ MX-2021-1650/DA-2021-1650 Summary	
Rezoning Location	RZ-2021-0664: Approximately 29.32 acres located at or adjacent to intersection of Hwy 521 and Opportunity Drive (TM # 0008-00-015.00, 0005-00-0106.00, 0005-00-0106.05, 0005-00-0106.06 and 0005-00-0106.04). See map on reverse of this letter.
Applicant	Redstone Investors, LLC
Existing Zoning District	Regional Business (RB): along major thoroughfares; allows offices, services and retail that accommodate future transition to transportation networks and urban development.
Proposed Zoning District	Mixed Use (MXU): accommodates pedestrian-friendly, community-scale commercial, residential, office and civic uses in vertically mixed-use or free-standing buildings, encouraging bicycle, auto and pedestrian accessibility.
Rezoning Intent	Part of MX-2021-1650 Master Development Plan for Redstone Phase II mixed-use development comprising 24,000 square foot commercial/retail space, and 350-unit apartments and townhomes. The total site acreage is approximately 35.34 acres. DA-2021-1650 is the accompanying Development Agreement .
County Staff Contact	Rox Burhans, Development Services Director rburhans@lancastersc.net
Public Hearing Information	
Planning Commission	Tuesday, July 19, 2022 at 6:00 p.m.
County Council	Monday, August 8, 2022 at 6:00 p.m.
Location	Lancaster County Administration Building Council Chambers, 101 North Main Street, Lancaster, SC

Citizens will have an opportunity to provide public comments at each of the above public hearings. The Planning Commission shall review the rezoning request, mixed-use master plan, and Development Agreement and issue a recommendation for County Council consideration. The County Council ultimately makes the final decision on rezoning requests.

If you are unable to the public hearing it will be live-streamed on the County's YouTube page at <https://www.youtube.com/channel/UCgSILMrcYjcYcu1m-e6TV54w>. 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. The Lancaster County Zoning Map and the Unified Development Ordinance can be viewed at the Development Services webpage on the same website.

Please feel free to call or email the County staff contact above if you have any questions or comments regarding this proposed project. Thank you.



Proposal:
Request to rezone from
RB to MX

Legend:



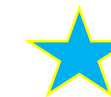
Subject Property



Lowe's



Redstone I



Black Horse Run
Subdivision

Agenda Item Summary

Ordinance # / Resolution #: MX-2021-1650 Redstone Phase II*

Contact Person / Sponsor: R. Burhans

Department: Planning

Date Requested to be on Agenda: 7/7/2022

Points to Consider:

Revisions to plan were submitted 6-28-2022 in response to review comments.

ATTACHMENTS:

Description	Upload Date	Type
Revised Application 6/28/2022	6/28/2022	Exhibit
Overall Site plan revised 6-2022	7/6/2022	Exhibit

**Planning Department**

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lanastercountysc.netwww.mylanastersc.org

MASTER DEVELOPMENT PRELIMINARY PLAT MIXED-USE DISTRICT

APPLICATION AND APPROVAL PROCESS:**1. Know what needs to be shown on the plan.**

- a. Plans must be reviewed by Lancaster County to ensure they meet the design standards in the UDO.
- b. Check the UDO for minimum lot width, lot area, building setback, and landscape buffer width requirements.

2. Submit the following.

- ☐ Project can be submitted online by creating an account at <https://evolvepublic.infovisionsoftware.com/lanaster/?portal=project>
- ☐ Two (2) paper copies of Preliminary Plat and Supporting Data is required for all submittals over 10 pages.

3. After the plan is approved:

- a. You will be notified by email.

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

6/28/2022 KPS → ~~0005-00-106.06~~
 Tax Map ID/Parcel No.: ~~0005-00-106.00~~, 0008-00-015.00, 0005-00-106.05, 0005-00-106.04

Project Description: Vacant land situated between Red Ventures Campus and Redstone retail project (Phase I)Applicant Name: Redstone Investors, LLCAddress: 2400 South Blvd, Suite 300, Charlotte, NC 28203Phone: 704-561-5253 Fax: _____ Email: mbilodeau@mpvre.comProperty Owner Name: Red Stone Investors, LLCAddress: 2400 South Blvd, Suite 300, Charlotte, NC 28203Phone: 704-561-5253 Fax: _____ Email: mbilodeau@mpvre.com



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721

Phone: 803.285.6005, planning@lanastercountysc.net

www.mylanastersc.org

Applicant Name: Lancaster Real Estate Group, LLC

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

Phone: _____ Fax: _____ Email: _____

Property Owner Name: Lancaster Real Estate Group, LLC

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

Phone: _____ Fax: _____ Email: _____

Other Project Contacts: _____

Name: Kimberly Seddon

Address: 223 N Graham St, Charlotte, NC 28202

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

Name: Dennis Walls

Address: 223 N Graham St, Charlotte, NC 28202

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

RED STONE INVESTORS, LLC

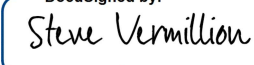
RED STONE INVESTORS, LLC

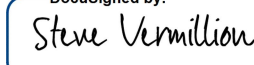
By: MPV RED STONE, LLC, Manager

By: MPV RED STONE, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

By: MPV PROPERTIES, LLC, Manager

By: DocuSigned by:


By: DocuSigned by:


E762FBEE9AB1431...
Title: Manager

E762FBEE9AB1431...
Title: Manager

Applicant Signature

Property Owner Signature

1/5/2022

1/5/2022

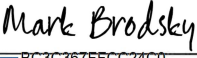
Date

Date

DocuSigned by:

BC3C367FFCC24C0...
Applicant Signature
1/5/2022
Date

Lancaster Real
Estate Group, LLC

DocuSigned by:

BC3C367FFCC24C0...
Property Owner Signature
1/5/2022
Date

Lancaster Real
Estate Group, LLC

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

1. General Information

- a. Date, north point, and scale
- b. Name and firm address of the professional individual responsible for preparing master development plan
- c. Name and address of the property owner or applicant
- d. Location sketch
- e. Legal description of the subject property
- f. Size of subject property in acres (square feet if less than two (2) acres)
- g. Boundary survey
- h. Preparer's professional seal

2. Existing Conditions

- a. Existing zoning classification of subject property
- b. Property lines and required setbacks (dimensioned)
- c. Location, width and purpose of all existing easements
- d. Location and dimension of all existing structures on the subject property
- e. Location of all existing driveways, parking areas and total number of existing parking spaces on subject property
- f. Abutting street right-of-way width
- g. Location of all existing structures, driveways, and parking areas within 100 feet of the subject property's boundary
- h. Location of all existing structures, driveways, and parking areas within 300 feet of the subject property's boundary
- i. Existing water bodies (lakes, rivers, creeks, wetlands, etc.)
- j. Existing landscaping and vegetation on the subject property, including a tree survey, if required
- k. Size and location of existing utilities

- I. Location of all existing surface water drainage facilities

3. Proposed Development

- a. Location and dimensions of all proposed buildings
- b. Location of all proposed drives (including dimensions and radii), acceleration/deceleration lanes, sidewalks, walls, fences, signs, exterior lighting, curbing, parking areas (including dimensions of a typical parking space and the total number of spaces to be provided), and unloading areas
- c. Recreation areas, common use areas, dedicated open space and areas to be conveyed for public use
- d. Floodplain areas and basement and finished floor elevations of all buildings
- e. Landscape plan (showing location of proposed materials, size and type)
- f. Layout and typical dimensions of proposed parcels and lots
- g. Number of proposed dwelling units (by type)
- h. Number and location of affordable dwelling units
- i. All deed restrictions or covenants
- j. Brief narrative description of the project including proposed use, existing floor area (square feet), size of proposed expansion (square feet), and any change in the number of parking spaces
- k. Lighting plan

4. Engineering

- a. Location and size of proposed utilities, including connections to sewer and water supply systems
- b. Location and type of all proposed surface water drainage facilities
- c. Grading plan at no more than two foot contour intervals¹
- d. Proposed streets (including pavement width, materials, and easement or right-of-way dimensions)

5. Building Details

- a. Typical elevation views of all sides of each building type
- b. Gross and net floor area
- c. Elevation views of building additions
- d. Building height
- e. Building materials

6. Additional Information

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

MASTER DEVELOPMENT PLAN

RED STONE PHASE II

MASTER DEVELOPMENT PLAN

LANCASTER COUNTY, SC

DATE: JUNE 28, 2022

CHAPTER INDEX

Sheet Number	Sheet Title
C-000	COVER SHEET
C-001	GENERAL NOTES
C-002	EXISTING CONDITIONS
C-003	PROPOSED DEVELOPMENT
C-004	OVERALL OPEN SPACE PLAN
C-005	WATERWAYS PLAN
C-006	LAYOUT PLAN AND PRELIMINARY PLAT
C-007	PROPOSED DEVELOPMENT
C-008	PROPOSED DEVELOPMENT
C-009	PROPOSED DEVELOPMENT
C-010	PROPOSED DEVELOPMENT
C-011	PROPOSED DEVELOPMENT
C-012	PROPOSED DEVELOPMENT
C-013	PROPOSED DEVELOPMENT
C-014	PROPOSED DEVELOPMENT
C-015	PROPOSED DEVELOPMENT
C-016	PROPOSED DEVELOPMENT
C-017	PROPOSED DEVELOPMENT
C-018	PROPOSED DEVELOPMENT
C-019	PROPOSED DEVELOPMENT
C-020	PROPOSED DEVELOPMENT
C-021	PROPOSED DEVELOPMENT
C-022	PROPOSED DEVELOPMENT
C-023	PROPOSED DEVELOPMENT
C-024	PROPOSED DEVELOPMENT

VICINITY MAP



PROJECT TEAM

OWNER/DEVELOPER WPI PROPERTIES, LLC 200 NORTH GRAHAM STREET CHARLOTTE, NC 28203 CONTACT NAME: MICHAEL BILODEAU 704.561.5253	OWNER/DEVELOPER LANCASTER REAL ESTATE GROUP, LLC 200 NORTH GRAHAM STREET INDIAN LAND, SC 28037 CONTACT NAME: MARK BRODSKY	LANDSCAPE ARCHITECT LANDDESIGN 223 NORTH GRAHAM STREET CHARLOTTE, NC 28202 CONTACT NAME: DENNIS WALLS, PLA	CIVIL ENGINEER LANDDESIGN 223 NORTH GRAHAM STREET CHARLOTTE, NC 28202 704.333.0325 CONTACT NAME: KIMBERLY SEDDON, PE
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Agenda Item Summary

Ordinance # / Resolution #: DA-2021-1650 Redstone Phase II

Contact Person / Sponsor: R. Burhans

Department: Planning

Date Requested to be on Agenda: 7/7/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Draft DA Redstone	6/28/2022	Exhibit

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

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

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the _____ day of _____ 2022 (“Agreement Date”), by and between **RED STONE INVESTORS, LLC**, a North Carolina limited liability company (“Red Stone”) and **LANCASTER REAL ESTATE GROUP, LLC** a North Carolina limited liability company (“LREG”; LREG and Red Stone are together, “Developer”), and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Red Stone and LREG are the fee simple owners of certain real property consisting of collectively approximately 25.79 acres, more or less, located in the County and known as the Red Stone Shopping Center, Phase II development and adjacent property (the “Property”);

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

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

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

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

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

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

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

(6) “Developer” means Red Stone Investors, LLC, a North Carolina limited liability company and Lancaster Real Estate Group, LLC, a North Carolina limited liability company, and

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

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

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

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

(10) “Ordinance No. 2022-_____” means Ordinance No. 2021-_____ of the County, zoning Tax Parcel No. _____, comprising the Property, to _____ (_____) District, a copy of which is attached hereto as Exhibit E-1.

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

(12) “Parties” means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to three (3) parcels of land identified as Tax Map Nos 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00, comprising approximately 25.79 acres (out of a total of approximately 47.29 acres). The Property is reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. The three (3) parcels comprising the Property are currently zoned Regional Business (RB) District and Tax Parcels Nos 0005-00-106.04, 0005-00-106.06 and a portion of 0008-00-015.00 are anticipated to be rezoned from Regional Business (RB) District to Mixed Use (MX) District pursuant to Ordinance No. 2022-_____.

Section 1.06. Development Program.

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

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

(C) The Development Program for the Property is set forth in the MX District Master Development Plan for the Property which has been approved by the County Council pursuant to Resolution No. 2022-____. This MX District Master Development Plan for the Property, reference to which is herewith made, is included as part of this Agreement as Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

Section 1.08. Relationship of Parties. This Agreement creates a contractual relationship among the Parties. This Agreement is not intended to create, and does not create, the relationship of partnership, joint venture, or any other relationship wherein any one of the parties may be held

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

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

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres and that the highlands equal approximately twenty-five and 62/100 acres (25.62).

(B) Developer represents that, as of the Agreement Date, it owns fee simple title to the Property.

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Payment for School District. Developer will pay the County Five Hundred and No/100 Dollars (\$500.00) per residential housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made when a building permit is issued. Except as set forth above and pursuant to the provisions of that certain correspondence provided by John DuBose, Counsel to the County, dated as of August 19, 2021, a copy of which correspondence is attached to this Agreement as Exhibit F, Developer will not be required to pay the County any additional school impact fees, including, without limitation, those assessed pursuant to the County Ordinance adopted on September 13, 2021 (Ordinance No. 2021-_____).

Section 4.01C. Funds for Public Safety. On July 21, 2021, the County adopted Ordinances establishing development impact fees for facility improvements for Fire (Ordinance No. 2021-1722), Emergency Medical Services (Ordinance No. 2021-1723), Sheriff (Ordinance No. 2021-1724) and Parks & Recreation (Ordinance No. 2021-1725)(collectively, the "County

Impact Fees”), which County Impact Fees were implemented as of October 1, 2021 and shall apply to the development of the Property. County and Developer agree that no additional public safety funds are required pursuant to this Agreement because the County Impact Fees already address the impact that the development of the Property will have on public safety facilities.

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively “Developer Fees”) shall be adjusted annually to reflect the effects of inflation on the costs for facilities and services set forth herein. The fee amounts shall be adjusted using the Construction Cost Index calculated by the publication, Engineering News-Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the numerator of which is the ENR Construction Cost Index for the most recent month for which figures are available, and the denominator of which is the ENR Construction Cost Index for the period one year prior to the period reflected in the numerator. The fee adjustment becomes effective on July 1 of each year. If July 1 falls on a weekend, the fee adjustment will become effective on the next business day thereafter.

Section 4.01E. Credit for Fees. In the event that the County approves or passes any future ordinance(s) (collectively, “Future Impact Fee Ordinance(s)”) imposing or assessing impact fees of generally applicability to property development within the County and which Future Impact Fees are to be used or applied for the same purpose(s) for which the Developer Fees have been designated (collectively, “Future Impact Fees”) and if the Future Impact Fees apply to the Developer’s development of the Property, the Developer shall receive a credit toward such Future Impact Fees in the amount(s) equal to the Developer Fees which the Developer has paid or is obligated to pay pursuant to Sections 4.01B and 4.01C.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____, 202_, for the County’s reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars (\$10,000.00) and is limited to County payments to third-party vendors and service providers that have not been otherwise reimbursed from the fee paid by Developer pursuant to Section 10 of Ordinance No. 663.

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

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

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

responsibility for providing potable water services or sewer services in the County and that the Lancaster County Water and Sewer District is a governmental entity separate and distinct from the County.

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Red Stone: Red Stone Investors, LLC
 Attn: Mike Bilodeau
 2400 South Boulevard, Suite 300
 Charlotte, NC 28203

With a Copy to: Moore & Van Allen PLLC
 Attn: J. Christopher Oates
 100 N. Tryon Street, Suite 4700
 Charlotte, NC 28202-4003

And to LREG: Lancaster Real Estate Group, LLC
 Attn: Mark Brodsky
 1423 Red Ventures Drive
 Ft. Mill, SC 29707

With a Copy to: _____
 Attn: _____

 _____, _____

Section 5.02. Amendments.

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

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

(C) This Agreement must be modified or suspended as may be necessary to comply with any state or federal laws or regulations enacted after the Agreement Date which prevents or

precludes compliance with one or more of the provisions of this Agreement but only to the extent necessary to effectuate compliance with the state or federal law.

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when the County and Developer have each executed the Agreement. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER (Red Stone):

RED STONE INVESTORS, LLC, a North Carolina limited liability company

Witness #1

By: MPV Red Stone, LLC, a North Carolina limited liability company, Manager

Witness #2

By: MPV Properties LLC, a North Carolina limited liability company, Manager

By: _____
Name: Steve Vermillion
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein:

_____.

Date: _____, 2022

Official Signature of Notary

Notary's printed or typed name, Notary Public

WITNESSES:

Witness #1

Witness #2

DEVELOPER (LREG):

LANCASTER REAL ESTATE GROUP, LLC,
a North Carolina limited liability company

By: _____
Name: _____
Title: _____

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing document for the purpose stated therein:

_____.

Date: _____, 2022

Official Signature of Notary

Notary's printed or typed name, Notary Public

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

By: _____
Billy Mosteller, Secretary, County Council

Date: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER_) ACKNOWLEDGMENT

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

WITNESS my hand and seal this ____day of _____ 2022.

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

(SEAL)

Exhibit A

PROPERTY DESCRIPTION

All that certain lot or parcel of land situate, lying, and being in Lancaster County, South Carolina, and more particularly described as follows:

Exhibit A-2

Plat(s)

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District:* The Property, once rezoned, will be located in the Mixed Use (MX) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses:* The Property shall be permitted to be developed with all uses permitted within the Mixed Use (MX) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Mixed Use (MX) District as set forth in the UDO.
5. *Design Review and Approval.* Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
 - a. Offsite Improvements:
 - i. Traffic Impact Analysis (TIA): Provided by Developer dated August 2016, as amended by an updated Transportation Technical Memorandum dated _____, both prepared by Design Resource Group.
 - ii. Developer has previously constructed and completed the following:
 - (A) A northbound right turn lane on US Hwy. 521 with 250 feet of storage (to an existing/modified driveway);
 - (B) A second southbound left turn lane on US Hwy. 521 with 350 feet of storage (matching the existing left turn lane) and a 200-foot bay taper (with the existing median) and a modification to the median nose; and
 - (C) An extension to SC 160 containing the following cross-section:
 - (I) Two eastbound receiving lanes;
 - (II) A westbound left turn lane with 200 feet of storage and appropriate bay taper;
 - (III) Two westbound thru lanes;
 - (IV) A westbound right turn lane with 225 feet of storage and appropriate bay taper; and
 - (V) A raised median constructed on the SC 160 Extension (minimum 4-foot wide) commencing at

US Hwy. 521 and extending beyond the first two access driveways on the south side of SC 160 Extension to limit these two driveways to right in/right out (RI/RO) only.

b. Onsite Improvements:

- i. *Internal Streets/ROW:* All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and As built surveys of all constructed roads shall also be required.
- ii. *Traffic Calming:* None required
- iii. *Walkway Connections:* N/A.
- iv. *Overflow Neighborhood Parking:* None required.

7. *Sewer:* Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a sanitary sewer trunk line on the Property to connect to serve the Property and the adjacent property to the _____ of the Property, which trunk line will be dedicated to the Lancaster County Water and Sewer District.

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

- a. *Minor Modifications:* “Minor Modifications” are defined as those modifications that reflect minor adjustments to the site layout caused by environmental features, adaptations to comply with regulatory requirements, and other changes considered incidental by County staff. Generally, Minor Modifications shall only be to the Site Plan and not to a specific development standard set forth within Exhibit B. The Planning Director shall determine what shall constitute a Minor Modification and have the authority to administratively approve such.
- b. *Moderate Modifications:* “Moderate Modifications” are those modifications to the Conceptual Site Plan that are not caused by environmental features, adaptations to comply with regulatory requirements, and are not considered by County staff to be incidental changes. Moderate Modifications may be approved by the County Council after a review and recommendation is provided by County Staff. Approved Moderate Modifications shall be recorded by the Developer and made an amendment to Exhibit B.
- c. *Major Modifications:* “Major Modifications” are those that do not qualify as either a Minor or Moderate Modification, such as the addition of new external access point to the public

road system. Major Modifications must be processed and considered in the same manner as set forth in Ordinance No. 663 for a proposed development agreement.

Exhibit B-1
Conceptual Site Plan
[Attached]

Exhibit C

Development Schedule

<u>Years</u>		<u>Residential</u>
1		N/A units
2		N/A units
3		150 units
4	Retail Building of 15,500 square feet and	150 units
5		<u>54 units</u>
Total	Retail Building of 15,500 square feet and	354 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to two (2) retail buildings containing collectively approximately 15,500 square feet and 354 residential units. There is also an additional +/- 8,000 square feet of ground floor retail space planned for the MX/Apartment building Number 7.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, _____, Inc., a _____ for-profit corporation, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021-_____ zoning properties subject to the Development Agreement to _____ (____) District attached hereto as Exhibit-1.
2. Ordinance No. 2021-_____, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit E-1

Ordinance No. 2020-_____

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2020-_____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

[The UDO, updated to the effective date of the Ordinance 2021-_____, will be signed by County and Developer, and maintained by Lancaster County Development Services]

Exhibit E-5

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

Exhibit F

School Impact Fee Correspondence



Smith Robinson Holler DuBose and Morgan, LLC

COLUMBIA 2530 Devine Street, Columbia, SC 29205
P: 803.254.5445 F: 803.254.5007

SUMTER 2126 N. Main Street, Sumter, SC 29151
P: 803.778.2471 F: 803.778.1643

CAMDEN 935 Broad Street, Camden, SC 29020
P: 803.432.1992 F: 803.432.0784

Reply to Columbia Office
John K. DuBose, III

August 19, 2021

VIA E-MAIL AND U.S. MAIL

J. Christopher Oates
Moore & VanAllen
100 North Tryon Street, Suite 4700
Charlotte, NC 28202-4003

Re: Phase II of RedStone Shopping Center Vested Rights

Mr. Oates:

In reply to your inquiry and letter dated July 13, 2021 and based upon a review of the facts and circumstances specific to this project as detailed in your letter, Lancaster County confirms that RedStone's expenditures in furtherance of project milestones included within a site specific development plan entitles RedStone to vested rights in Phase II of the Project. Further, RedStone Phase II will not be subject to application of school impact fees provided the effective date provision of the proposed school impact fee ordinance is not amended by Lancaster County Council. Third and final reading of the proposed school impact fee ordinance is scheduled for September 13, 2021. Lancaster County Council unanimously passed first reading of the school impact fee ordinance on August 9, 2021.

Very Truly Yours,

SMITH, ROBINSON, HOLLER,
DuBOSE AND MORGAN, LLC
John K. DuBose, III

JKDuB,III/urv

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1329 Hovey*

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 7/7/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	6/28/2022	Exhibit
Proposed Plat	6/28/2022	Exhibit
Notice letter	6/28/2022	Exhibit
Location Map	6/29/2022	Exhibit

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 1628 John Tavesdale Road

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

Current Zoning MH Current Use land only

Proposed Zoning LD2 Total Acres .67 ACRES

☒ Project Description rezoning to allow combination of parcels

Surrounding Property Description All zones LD2

CONTACT INFORMATION

Applicant Name LaVERN & LINA HOVEY

Address 1628 John Tavesdale Rd

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

Fax _____ Email _____

Property Owner Name LaVERN & LINA HOVEY

Address 1628 John Tavesdale Rd

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

Fax _____ Email lahovey60@gmail.com

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

Xabern A. Hovey Linn A. Hovey
Applicant

6/7/2022
Date

Xabern A. Hovey Linn A. Hovey
Property Owner(s)

6/7/2022
Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

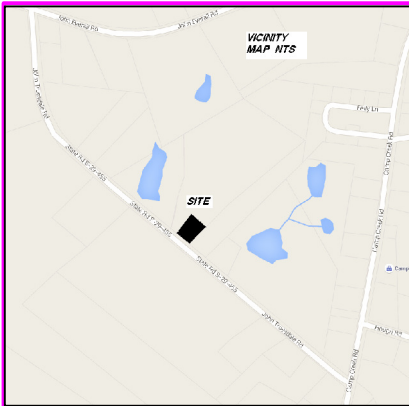
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

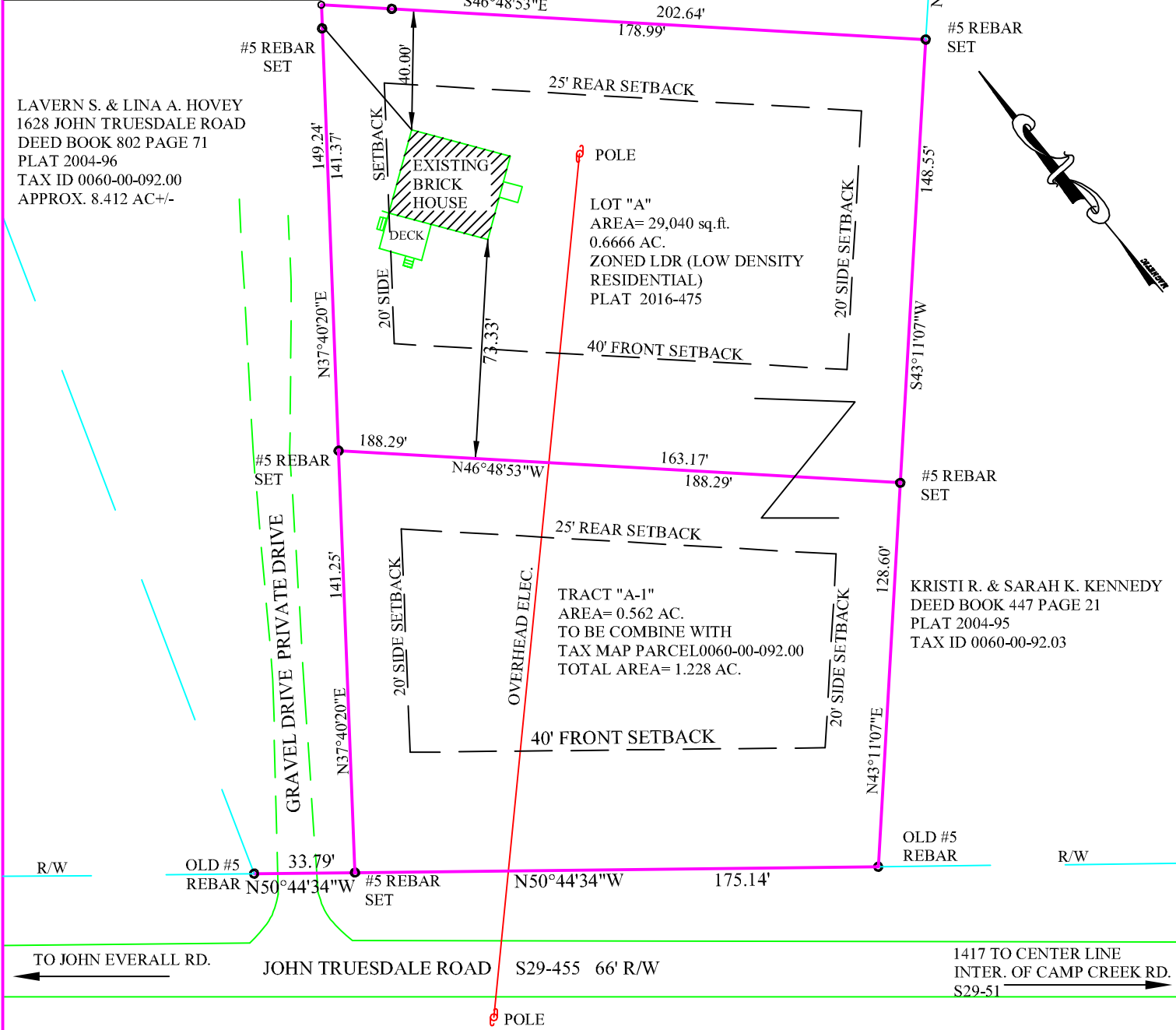


THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESTRICTIVE COVENANTS OF RECORD.

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

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

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



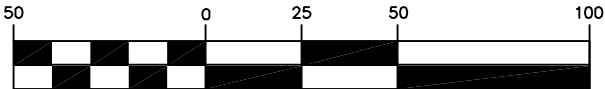
Plat Of Property Of
LAVERN S. & LINA A. HOVEY

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

Scale 1" = 50'

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

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

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

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

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

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



PUBLIC HEARING NOTIFICATION

You are receiving this notice because you own property within the vicinity of a proposed rezoning within Lancaster County, SC more completely described below. Please refer to the map on the reverse side of this notice for the location of the subject property.

Rezoning RZ-2022-1329 Summary	
Rezoning Location	0.67 acres, a portion of property on John Truesdale Road (TM# 0060-00-092.04). See map on reverse side of this notice.
Applicant	LaVern & Lina Hovey
Existing Zoning District	Manufactured Housing (MH): accommodates manufactured homes in MH parks, subdivisions, and single lot districts.
Proposed Zoning District	Low Density Residential (LDR): transitions between rural and urban zones; single-family residential with density of 1.5 dwellings per acre, and associated recreational, religious and educational institutions.
Rezoning Intent	To allow combining with #1628 John Truesdale Rd (TM# 0060-00-092.00)
County Staff Contact	Matthew Blaszyk, Planner: 803-416-9380or mblaszyk@lancastersc.net
Public Hearing Information	
Planning Commission	Tuesday, July 19, 2022 at 6:00 p.m.
County Council	Monday, August 8, 2022 at 6:00 p.m.
Location	Lancaster County Administration Building Council Chambers, 101 North Main Street, Lancaster, SC

Citizens will have an opportunity to provide public comments at each of the above public hearings. The Planning Commission shall review the rezoning request and issue a recommendation for County Council consideration. The County Council ultimately makes the final decision on rezoning requests.

If you are unable to the public hearing it will be live-streamed on the County's YouTube page:

<https://www.youtube.com/channel/UCgSImrcYjcYcu1m-e6TV54w>

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

The Lancaster County Zoning Map and the Unified Development Ordinance can be viewed at www.mylancastersc.org at the Development Services webpage.

Please feel free to call or email the County staff contact above if you have any questions or comments regarding this proposed rezoning. Thank you.

Proposal:
Request to rezone from
MH to LDR

Legend:



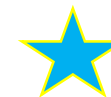
Subject Property



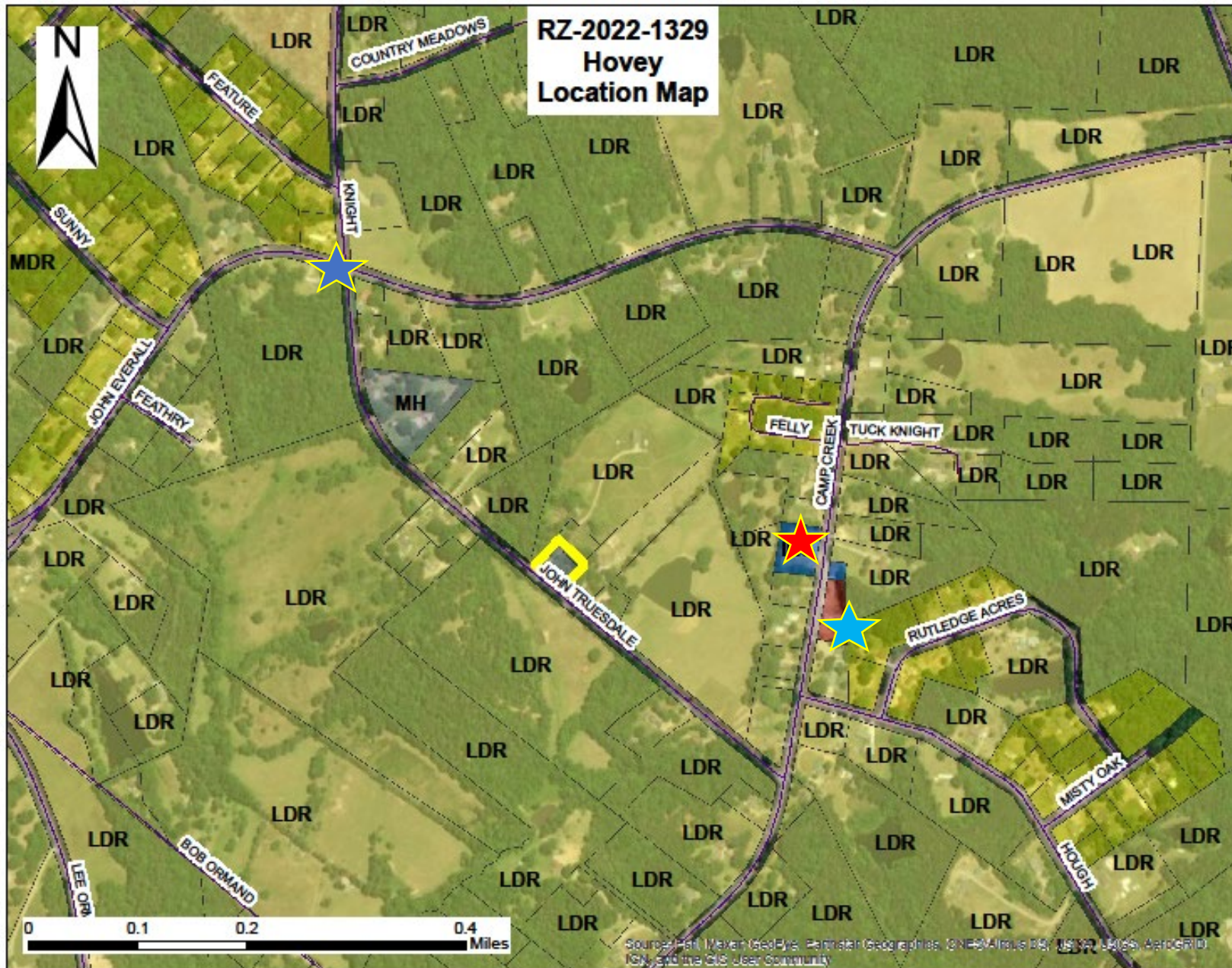
Intersection of
J. Everall and
J. Truesdale Roads



Camp Creek VFD



Exxon
(Evans Petroleum)



Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-1399 St. Luke's

Contact Person / Sponsor: A. Davis

Department: Planning

Date Requested to be on Agenda: 7/7/2022

Points to Consider:

ATTACHMENTS:

Description	Upload Date	Type
Application	6/28/2022	Exhibit
Recorded Plat	6/28/2022	Exhibit
Notice letter	6/28/2022	Exhibit
Location Map	6/29/2022	Exhibit

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 2404 Old Camden Hwy
City Lancaster State SC Zip 29720 Tax Parcel ID 0088P-0C-013
Current Zoning INS Current Use Vacant
Proposed Zoning MDR Total Acres .439
Project Description Plan is to renovate house
back to a residence.

Surrounding Property Description St. Luke's Church, Elgin Fire
Department and residential homes.

CONTACT INFORMATION

Applicant Name James W Strang
Address 3459 Edgeland Hwy
City Richburg State SC Zip 29739 Phone 803-289-2707
Fax N/A Email jstrang94@yahoo.com
Property Owner Name St. Luke's Church
Address 128 Providence Rd.
City Lancaster State SC Zip 29720 Phone 803-286-8652
Fax 803-286-8658 Email st luke umc @ comporium.net

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

Applicant James W. Young
ST. LUKE UNITED METHODIST CHURCH
 BY John M. Boohay, CHAIRMAN, TRUSTEE
Allen Key, TRUSTEE
 Property Owner(s)

Date 6/14/22
JUNE 1, 2022
 Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____
 Amount Paid _____ Check Number _____ Cash Amount _____
 Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. Submit Application

- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and received prior to public notice in order to receive a refund.
- Rezoning Application Fee – single parcel \$435.00
- Rezoning Application Fee – multi parcel \$610.00

2. Planning Commission

- Conducts a public hearing on the application to receive input from Lancaster County citizens, applicant, and other interested parties.
- Reviews the application to ensure it is consistent with the Lancaster County Unified Development Ordinance, Comprehensive Plan, and all adopted County plans.
- Makes a recommendation to the County Council.

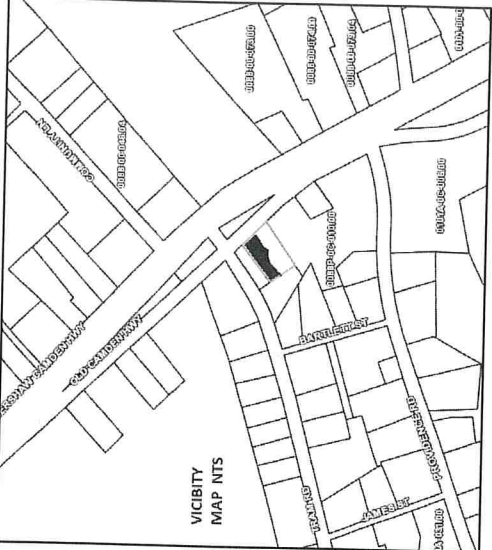
3. County Council

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval.
- Subsequent to final County Council action on rezoning, notice of action will be provided to the applicant, owner, and adjacent property owners.
- If applicant would like to request a special presentation, please notify the County Clerk @ (803) 416-9307 before 5:00pm on the first Monday of the month to make arrangements.

DEED E-6 PG. 122 5124 TAX ID PARCEL 0088P-0B-003.00
428 PG. 100 PBK. 16 PG. 157 0088P-0C-011.00
V-8 PG. 117 0088P-0C-013.00
X-12 PG. 27 PLAT 6645 0088P-0C-009.00
F-6 PG. 382 PBK. 9 PG. 246 0101A-0C-006.00
C-7 PG. 283 0101A-0A-001.00
B-5 PG. 306 PBK. 2 PG. 269 0088P-0C-008.00
C-6 PG. 996 PBK. 12 PG. 150 0088P-0C-012.00
PLAT 7599

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

ZONING INS (INSTITUTIONAL)
THIS PROPERTY IS SERVED BY LANCASTER COUNTY WATER & SEWER
TO BE REZONED TO MDR (MEDIUM DENSITY RESIDENTIAL)



ARGENTA CARLOS ROMERS
2417 BARLETT ST.
DEED BOOK 12 PAGE 246
TAX ID 0088P-0C-004.00

ST. LUKE METHODIST CHURCH
128 PROVIDENCE ROAD
DBK. N4 PG. 132
PLAT Y2 PG. 574
TAX ID 0088P-0C-010.00
TOTAL AREA= 16.606 AC.

ST. LUKE METHODIST CHURCH
128 PROVIDENCE ROAD
DBK. V 8 PG. 117
TAX ID 0088P-0C-013.00

WILLIAM R. WATSON, Jr
141 TRAM RD.
DBK. 1003 PG. 68
TAX ID 0088P-0C-002.00

ELGIN VOLUNTEER FIRE DEPT.
125 TRAM ROAD
DBK. 1218 PAGE 283
PLAT 2019-166
TM 0088P-0C-001.00

2022009735
PLAT ANY SIZE
RECORDING FEES \$25.00
PRESENTED & RECORDED:
06-10-2022 12:01:09 PM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER COUNTY, SC
BY: TERRY PARKMAN
BK: PLAT 2022
PG: 288

LINE TABLE		
LINE	LENGTH	BEARING
L6	41.75	N41°13'31"W
L7	73.62	N48°01'14"E
L8	32.32	N51°26'08"E
L9	50.60	N53°54'55"E
L10	72.89	S61°27'08"W
L11	38.65	N88°39'56"W
L12	126.36	S52°45'41"W
L13	84.58	N45°13'03"W
L14	67.64	N45°13'03"W
L15	26.90	S43°40'08"E

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

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

Plat Of Property Of
Saint Luke United Methodist Church
Located At
2404 Old Camden Hwy.
Elgin Community
3 Miles South Of
Lancaster, South Carolina
Lancaster County

Scale 1"= 100' Date 05/10/2022

GRAPHIC SCALE



APPROVED FOR RECORDING
Date Approved: 6/10/2022
Must be recorded by: 12/10/2022

DRAWN BY:	JCC	DATE:	05/10/2022
CHECKED BY:	JCC	A PORTION OF TAX MAP PARCEL 0089P-0C-013.00	
JOB NO:	17-03-6	SHEET	1 OF 1

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



PUBLIC HEARING NOTIFICATION

You are receiving this notice because you own property within the vicinity of a proposed rezoning within Lancaster County, SC more completely described below. Please refer to the map on the reverse side of this notice for the location of the subject property.

Rezoning RZ-2022-1399 Summary	
Rezoning Location	.439 acres located next to 2404 Old Camden Highway (p/o TM# 0088P-0C-013.00) See map on reverse side of this notice.
Applicant	James Strang and St. Luke's Methodist Church
Existing Zoning District	Institutional (INS): accommodates current and future development of academic and religious campuses, government and health facilities, and public/private utilities, while minimizing adverse impact on residential areas.
Proposed Zoning District	Medium Density Residential (MDR): transitions between rural and urban zones; allows smaller residential lots at density of 2.5 dwelling its per acre, and associated recreational, religious and educational institutions. Intended to discourage usage detrimental to primarily residential areas.
Rezoning Intent	To allow for renovation as private residence
County Staff Contact	Ashley Davis, Senior Planner: 803-416-9433 or adavis@lancastersc.net
Public Hearing Information	
Planning Commission	Tuesday, July 19, 2022 at 6:00 pm..
County Council	Monday, August 8, 2022 at 6:00 p.m.
Location	Lancaster County Administration Building Council Chambers, 101 North Main Street, Lancaster, SC

Citizens will have an opportunity to provide public comments at each of the above public hearings. The Planning Commission shall review the rezoning request and issue a recommendation for County Council consideration. The County Council ultimately makes the final decision on rezoning requests.

If you are unable to the public hearing it will be live-streamed on the County's YouTube page:

<https://www.youtube.com/channel/UCgSImrcYjcYcu1m-e6TV54w>

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

The Lancaster County Zoning Map and the Unified Development Ordinance can be viewed at www.mylancastersc.org at the Development Services webpage.

Please feel free to call or email the County staff contact above if you have any questions or comments regarding this proposed rezoning. Thank you.

Proposal:
Request to rezone from
INS to MDR

Legend:



Subject Property



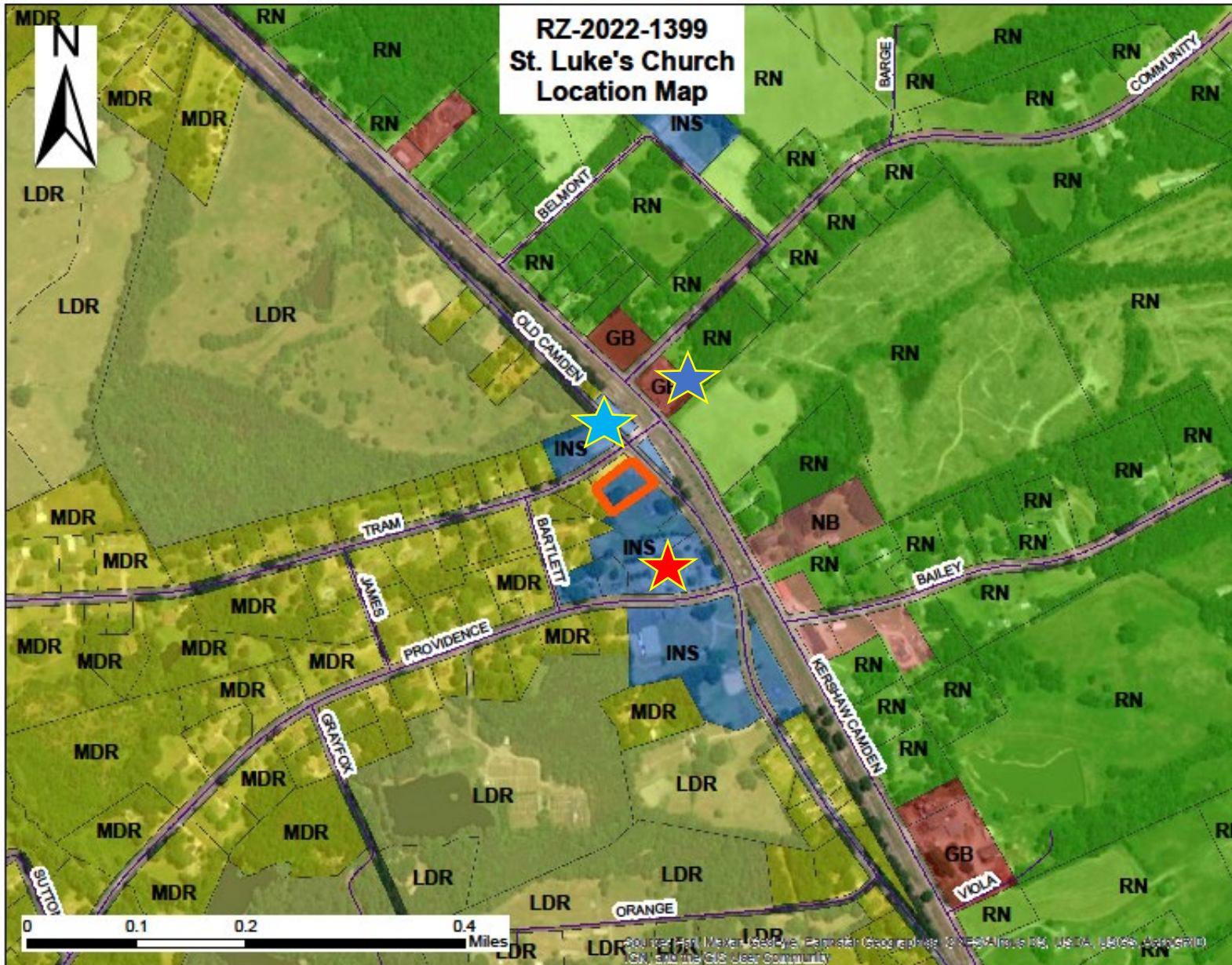
Family Dollar



St. Luke
Methodist Church



Elgin VFD



Agenda Item Summary

Ordinance # / Resolution #: July 19: Officer Elections

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 7/7/2022

Points to Consider: