

Planning Commission Members

District 1: Alan Patterson
District 2: Tamecca Neely
District 3: Charles Deese, Chair
District 4: James Barnett, Vice-Chair
District 5:
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

June 21, 2022

6:00 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 monthly meeting AGENDA

- 1. Call to Order Regular Meeting and Roll Call Vote**
- 2. Approval of the Agenda**
- 3. Citizen's Comments**

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

4. Approve Minutes

- a.** June 2, 2022 Regular Minutes

The meeting of June 2, 2022 was held as a regular voting meeting rather than a Workshop.

5. Public Items

- a.** RZ-2021-2803 Two Capital Partners a/k/a Tadlock*

Application by Two Capital Partners to rezone 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03) from Neighborhood Business (NB) and General Business (GB) to Regional Business (RB) district, to facilitate a development with mixed commercial and multi-family residential uses. Accompanied by Development Agreement.

- b.** DA-2021-2803 Two Capital Partners* aka Tadlock

Application by Two Capital Partners for a Development Agreement for 5 parcels comprising approximately 50.7 acres located at and adjacent to 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, 0010-00-052.03), to facilitate a development with mixed commercial and multi-family residential uses.

- c.** RZ-2022-0978 LC Detention Center*

Application by Lancaster County to rezone five parcels totaling approximately 64.8 acres located at #1578, 1586, 1592, 1604 & 1656 Pageland Highway (TM#s 0068L-0F-011.00, 0068L-0F-013.00, 0068L-0F-015.00, 0068L-0F-016.00 & 0069-00-045.00) from General Business (GB) and Light Industrial (LI) to Institutional (INS) District, for the purpose of building a new Detention Center.

d. RZ-2022-0812 Sharp*

Application by Michelle Sharp on behalf of owner R. B. Grisham/Grisham Family LLC to rezone approximately 1.863 acres at 7580 Charlotte Highway (TM#0016-00-027.01) from Neighborhood Business (NB) to General Business (GB) to allow potential tenants of existing shopping center use/sale of alcohol, beer, craft beer, and wine.

6. New Business

a. Overview of next month's Agenda

i. Reminder

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

b. Other

7. Adjourn

****The Planning Commission makes a recommendation to County Council on these items.***

Recommendations made at this meeting are tentatively scheduled for consideration by County Council in the following month. County Council agendas are posted online at <https://lancastersc.novusagenda.com/agendapublic/meetingsresponsive.aspx>

*****The Planning Commission makes the final decision on these items.***

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

Meetings are live streamed and can be found by using the following link:

https://mylancastersc.org/boards___commissions/planning_commission/planning_commission_meetings.php

Agenda Item Summary

Ordinance # / Resolution #: June 2, 2022 Regular Minutes

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 6/21/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
June 2, 2022 Regular Minutes	6/13/2022	Exhibit



MEMBERS OF LANCASTER COUNTY PLANNING COMMISSION

CHARLES DEESE, DISTRICT 3, CHAIRMAN
JAMES BARNETT, DISTRICT 4, VICE-CHAIRMAN
TAMECCA NEELY, DISTRICT 2
, DISTRICT 5
SHEILA HINSON, DISTRICT 6
ALAN PATTERSON, DISTRICT 1
BEN LEVINE, DISTRICT 7
CLERK: JENNIFER BRYAN

MINUTES
Lancaster County Planning Commission
June 2, 2022 5:00 p.m.

Chairman Deese called the meeting to order at 5:00 p.m.

1. ROLL CALL: Quorum is present (Six Commissioners)

Commissioners Present:

Tamecca Neely	Ben Levine	James Barnett
Sheila Hinson	Charles Keith Deese	Alan Patterson

Absent: none

No appointment has yet been made to fill District 5 seat.

Staff Present:

Rox Burhans	Clerk: Jennifer Bryan
Ashley Davis	
Matthew Blaszyk	County Attorney John DuBose

Rox Burhans introduced new staff member, Matthew Blaszyk.

Also Present: Dennis Marstall, County Administrator

The following press were notified of the meeting by email in accordance with the Freedom of Information Act: The Lancaster News, Kershaw News Era, The Rock Hill Herald, The Fort Mill Times, Cable News 2, Channel 9, and the local Government Channel. The agenda was also posted in the lobby of the County Administration Building for the required length of time, and was published on the County website.

2. APPROVE AGENDA

Chairman Deese called for a motion to approve the Agenda.
Motion to Approve by **James Barnett**; 2nd by **Sheila Hinson**
Called vote: 6:0. Motion approved unanimously.

3. CITIZEN'S COMMENTS [see Sign-In sheet attached]

Chairman Deese opened the floor to comments from the public. None signed in; floor is closed to Citizen's comments.

4. APPROVE MINUTES

a. March 15, 2022 Regular Minutes

Item forwarded to this agenda: insufficient votes for quorum at 4/7/22, 4/19/22, 5/5/2022, and 5/17/2022 meetings. Commissioners Levine and Hinson were absent from the meeting of March 15, 2022. Commissioner Neely was absent from the meeting of 4/19/2022. Commissioner Alan Patterson was absent from the meeting of 5/5/ 2022. Commissioners Barnett and Levine were absent from the meeting of 5/17/2022.

Chairman Deese called for a motion to approve March 15, 2022 Regular Minutes as written. Motion to Approve by **James Barnett**; 2nd by **Alan Patterson**.

Commissioners Levine and Hinson abstained.

Called vote: 4:0. **Motion approved.**

b. May 5, 2022 Regular Minutes

Item forwarded to this agenda: insufficient votes for quorum at 5/17/2022 meeting. Commissioner Patterson was absent from the meeting of 5/5/2022. Commissioners Barnett and Levine were absent from the meeting of 5/17/2022.

Chairman Deese called for a motion to approve May 17, 2022 Regular Minutes as written. Motion to Approve by **Ben Levine**; 2nd by **Sheila Hinson**. Commissioner Patterson abstained.

Called vote: 5:0. **Motion approved.**

c. May 17, 2022 Regular Minutes

Chairman Deese called for a motion to approve May 17, 2022 Regular Minutes as written. Motion to Approve by **Alan Patterson**; 2nd by **Tamecca Neely**.

Commissioners Barnett and Levine abstained.

Called vote: 4:0. **Motion approved.**

5. PUBLIC ITEMS

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.

Staff Presentation: Ashley Davis, Senior Planner, noted that applicant had indicated to staff that he would attend, but was not present; and that two members of the public had called in to say they would attend, and their names were placed on the sign-in sheet by the Clerk at their request, but were also not present.

A. Davis presented the application consistent with the staff report.

Notes:

1. A question had been raised as to whether the property was ever a gas station, and whether there are gas tanks on the property; staff reviewed SC DHEC/federal registry of underground storage tanks, and looked at aerial photographs dating back to the 1980s, no gas tanks were identified or registered.
 2. Code Violation for unpermitted work was reported and inspected after the agenda and staff report were published. Because the violation involves renovation work to convert the existing structure to a residence, staff recommendation is unchanged.
- A. Davis provided information that the individuals who asked to speak live near the subject parcel, that Mr. Faile is a former owner of the property when it was a convenience store, and that they had expressed objection to the rezoning and to the unpermitted work.

Staff Recommendations: Approval as consistent with surrounding zoning and usages.

Questions to staff:

- **Chairman Deese** noted that the property is zoned RUB because it is located at a rural crossroads, and that is the proper location for RUB. This rezoning could potentially allow a mobile home on the site, which he does not want to see. It may never be a store again, but it should be a business. **Davis** noted that since the parcel is only one acre, the current structure would have to be removed before a mobile home could be installed.
- **B. Levine** commented that it seemed apparent that the owner began renovating, discovered the zoning issue, and therefore applied for rezoning so as not to be out of compliance.
- **Chairman Deese** stated that he believed someone had been living there; there is a mobile home behind it hidden from view, but he does not want to see a mobile home right at the intersection of Hwy 501.
- **S. Hinson** commented that this is the country, neither a residence nor a mobile home would be inconsistent with the surrounding zoning, usage or appearance in that part of the County, which is very rural.
- **B. Levine** asked for clarification about the mobile home; A. Davis responded that there is no mobile home currently on the property, there is one on an adjacent property.
- **Chairman Deese** commented that there used to be a mobile home next to the store and there was utility hookup for a mobile home still in place.
- **Patterson** noted that the other 3 corners of the intersection are all Agricultural/ Residential, no other businesses, consistent with this request.

Comment from applicant(s): [not present]

Public Hearing: (See attachments: Sign-in Sheets)

Chairman Deese opened the Public Hearing and called for comments.

Two members of the public had called in to say they would attend, and their names were placed on the sign-in sheet by the Clerk at their request. Stacy Faile and Donald Faile were called upon by the Chair; they were not present when called.

Davis also noted that the item would go to a Public Hearing before Council, all parties would have a further opportunity to comment in a public forum.

[See additional discussion before adjournment below.]

Chairman Deese closed Public hearing and called for a motion on item RZ-2022-0672. Motion to approve by **Alan Patterson**; 2nd by **Sheila Hinson**.

Discussion:

- **J. Barnett** asked if there were staff conditions attached to the motion. Attorney DuBose noted that the staff comments were findings of fact, not conditions.
- **B. Levine** commented that as a matter of personal policy, he does not support a request if the applicant does not attend.

Called vote: A. Patterson: For B. Levine: Against T. Neely: For
 S. Hinson: For J. Barnett: Against C. Deese: Against

Vote: 3:3. **Motion fails for lack of majority.**

The item will go to County Council for consideration.

b. UDO-TA-2021-2980 Interim Ordinance

Application by Lancaster County to amend the Unified Development Ordinance (all Chapters except Chapter 8), to modify the Cluster Subdivision Overlay District; to reclassify the five Mixed-Use Districts as legacy districts; and to implement new Flexible Districts.

Staff Presentation: Rox Burhans, Development Services Director, presented the application consistent with the staff report. Draft text of Interim Ordinance is attached to meeting agenda in Staff Report. [See also attached handout, “**Staff Comments on UDO Interim Ordinance (5-11-22 Draft)**” and attached copies of **Interim Ordinance slide presentation** – 10 slides]

Ordinance would establish new Flexible Districts, creating a project-based process as opposed to the district-based approval process. Existing Mixed-Use districts would receive “legacy” status, to divert further projects to Flexible Districts.

Among other considerations, attention was given to 3 possible options for addressing problematic aspects of Cluster Subdivision Overlay District [“**CSO**”]: [See slide “Cluster Subdivision Options”]

- Option 1: Maintaining the CSO provisions as is;
- Option 2: Deleting the CSO provisions;
- Option 3: Allowing CSO use only for properties already zoned MDR at time of enactment [i.e. no rezonings of large parcels for the purpose of using CSO]

Staff Recommendation: Approval, subject to attached Staff Comments, and with Option 3 regarding disposition of CSO.

Questions/Discussion with staff:

ALAN PATTERSON:

- Once a developer goes through process, are they bound to the plan that is submitted and approved? **Burhans:** Yes, they are bound to the terms and conditions and design approval. There are provisions for necessary modifications, but within limits and procedural checks and balances.
- For Mixed Use flex district, will the 25-acre minimum threshold still apply? **Burhans:** The flex site-specific process would allow parcels with less than 25 acres highland to use the new development process. Residential minimum is 45 dwelling units; commercial minimum is 5 acres; mixed-use would be a combination of the two.
- What would the impact of the MDR change for Cluster Subdivision Overlay, a large or moderate impact? **Burhans:** It depends on the option ultimately chosen by Council. The impact would be noticeable if eliminated completely; allowing it to be used for properties/projects already zoned MDR would alleviate the sting for developers already committed.
- The provision allowing Committee of the Whole [“COW”] “preview” seems to bypass the established process and seems unnecessary. **Burhans:** The intent is to allow developers to have some feedback as to whether they have a viable project before committing hundreds of thousands of dollars to a project that Council does not want; open to other solutions to this problem.

BEN LEVINE:

- Will the proposed changes allow development agreements to reduce impact fees collected? **Attorney DuBose:** All new development is subject to the instituted impact fees for a designated area. If a project provides unique features that affect what the impact fees are intended to address, e.g. building a school or a fire station – then the Impact Fee statute allows certain offsets. The County via a Development Agreement could essentially credit the value of that feature to offset impact fees; but the asset/feature would have to be directly tied to the impact fee in question. In and of itself, a development agreement is not going to absolve a developer from payment of impact fees.
- Does the proposed change for MDR/CSO change the density allowable? **Burhans:** Existing CSO has same density limit as MDR, but with different provision for lot sizes. Chapter 3 changes make some room for increased density, but lot size requirements create a practical limit in single-family detached development.
- The option of allowing CSO for acreage already zoned MDR would essentially mean that CSO is still allowed everywhere in Indian Land. Is it possible to allow it elsewhere in the County, but prohibit CSO in Indian Land? **Burhans:** Geographical limitation was considered as an option for dealing with CSO but was deemed not practical. There is very little MDR not already entitled by other projects in Indian Land that could be combined for CSO projects. **A. Davis:** Only two small areas in Indian Land that could qualify, everything else is south of Route 5, near city of Lancaster. **Burhans:** Fortunately, the County kept LDR and AR as base zoning in Indian Land, which limits the impact of this change.

- Are sidewalks an element off-limits to flexibility? **Burhans:** the proposed Interim does not change the existing requirements.
- A developer opting to use CSO if it is retained would not have to provide amenities as they would under the new flex process? **Burhans:** Under CSO, a developer can count almost all impaired land as open space, which preserves wetlands but leaves no room for amenities. The new ordinance retains the same acreage requirement for open space (25%) but would only allow floodplain to account for up to 50% of open space, and instituting requirements for amenities.
- Approves of staff comment item that reduces the threshold number of units linked to required amenities (from 500 units to 250).

TAMECCA NEELY:

- How does the developer establish the “default” base district for their project? **Burhans:** Developer will meet with staff, describe their project, and select an existing zoning district that most closely meets their needs. This functions as the default standards for the “flex” option.
- Asks for clarification regarding the open space and amenities requirements in the proposed Interim. **Burhans:** The Interim provisions are trying to plug gaps in the existing ordinance. Current ordinance does not require developments to provide amenities; meanwhile local public amenities such as neighborhood parks are becoming increasingly rare due to maintenance costs. The proposed ordinance establishes minimum standards for amenities and open space provided by subdivision developers while allowing some leeway for selected elements.
- Likes the provision of the COW “preview,” but would like to see a way to provide the same information to the public. **Burhans:** That should be achievable, although mass mailings would probably not be practical.
- Going forward, how will this ordinance tie in with the new Comprehensive Plan being developed? **Burhans:** The sunset of the Interim Ordinance will come about as the new Comprehensive Plan and UDO come online. The Comprehensive Plan that is adopted will govern this Interim if there is a gap until the new UDO is in place.
- Some of the language seemed a little vague, she would like to see qualifiers such as “generally,” “should,” etc. tightened up so as not to leave so much grey area.

SHEILA HINSON:

- The proposed Interim seems to make the process clearer and easier to use. **Burhans:** The intent is to make it easier for developers to deliver a better product and resolve challenges more easily. It will be a lot of additional work for the staff to administer, but it will bring us to a standard that is becoming more the norm.
- Asks that the staff keep in mind the different needs of the more rural parts of the County. **Burhans:** the proposed plan keeps the existing options in place, acknowledging that development needs vary.

JAMES BARNETT:

This gives the rural areas the tools needed to plan for the future, rather than amending the UDO at every meeting. He appreciates what the staff has put into it. With the high cost of materials, it makes sense to give the developers feedback before they invest time and money in a project the County doesn't want.

CHARLES DEESE:

Regarding CSO, it needs some work, but he'd like to see it stay in place. In most areas it can be used effectively with Development Agreements. DAs are a handy tool if used correctly, impact fees can only be used for the specific area and purpose for which they're collected. Overall the proposed ordinance is well done, aside from the minor comments that will be worked out before it goes to Council.

Public Hearing: (See attachments: Sign-in Sheets) none signed in.

Chairman Deese closed Public hearing and called for a motion on item UDO-TA-2021-2980 Interim Ordinance.

Motion to approve Interim Ordinance, with **option 2** [deletion of Cluster Subdivision Overlay District, referencing slide presentation] and Adoption of Staff Comments [referencing attached handout] by **Ben Levine**; 2nd by **Sheila Hinson**.

Discussion:

A. Patterson thanked staff and Mr. DuBose for their work in drafting the Ordinance, and educating Commissioners on the matter, so that he can make an informed decision. Would like to see caution in the Council "preview" to assure that it is not perceived by developers or the public as a "pre-approval."

B. Levine stated that he would be in favor of retaining the CSO if it was modified to include the open area and amenity requirements, but cannot support retaining it in its current form.

Chairman Deese clarified that Mr. Levine's motion included elimination of the CSO as it exists [Option 2 referencing presentation slides].

J. Barnett commented that he would be more supportive of Option 3 regarding the CSO, modification rather than deletion.

Called vote: A. Patterson: For B. Levine: For T. Neely: Against
 S. Hinson: For J. Barnett: Against C. Deese: Against

Vote: 3:3. **Motion fails for lack of majority.**

Chairman Deese asked counsel if he should call for another motion. Attorney DuBose stated that a motion to reconsider can be made by the parties carrying the vote, which in these circumstances [tied vote] would fall to those voting against.

Chairman Deese stated the item will go to County Council for consideration.

[NOTE: the matter was revisited after New Business below]

6. NEW BUSINESS

In July, we will return to the established practice of a Workshop on the first Thursday of the month, and one regular meeting on the third Tuesday.

a. Overview of Next Month's Agenda: June 21, 2022

RZ/DA- 2021-2803 Two Capital Partners a/k/a Tadlock; RZ -2022-0812
Sharp; RZ-2022-0978 LC Detention Center

b. Other

James Barnett asked if the Chair should recognize citizens who had arrived late in the meeting and may wish to comment in Public Hearing. **Chairman Deese** addressed the latecomers and stated they will have an opportunity to address Council in Public Hearing; **A. Davis** commented that the motion to approve had failed for lack of majority and would go to Council with a recommendation for denial. She offered to update them on status of code violations after the meeting.

Rox Burhans asked for clarification regarding the Interim Ordinance, whether the Commission's intention was to send it to Council without consideration or vote on other options. **Attorney DuBose** confirmed that the prevailing side, in this case those who voted against, had the option of making a motion to reconsider the item. **Burhans** commented that there seemed to be broad consensus by the Commission for the Interim Ordinance as a whole, with differing opinions on the matter of Cluster Subdivision Overlay. **B. Levine** asked if any Commissioner that had opposed the first motion could put forward another motion in support of another option for CSO to reopen the discussion. **Attorney DuBose** confirmed this statement, and noted that the prevailing votes against were by Barnett, Deese and Neely; any of them could propose a motion to reconsider, incorporating a motion for approval with different terms.

T. Neely asked if the matters of the Interim Ordinance as a whole could be voted separately from the matter of the CSO options. **Attorney DuBose** confirmed that the issue could be split.

Chairman Deese commented that the matter could have been split before or during the first motion, why separate them now? **Dubose** responded that he could only confirm that separation is an option, but he offered no opinion as to whether the Commissioners should so move.

Burhans offered that it was clear that one option was not acceptable, leaving open discussion about the other two options; perhaps the Commission could come to some consensus; he noted that staff recommendation was for Option 3. **Dubose** commented that staff recommendation would, as a matter of course, be noted in the report to Council, and that the minutes would reflect Mr. Levine's comment that he would support retention of the CSO if it were amended to remedy the flaws in its existing form.

J. Barnett asked if the discussion of the other two options was open; **DuBose** stated that there was no motion currently on the floor.

Chairman Deese called for a motion, if there was no motion to reconsider then he would hear a motion to adjourn.

Commissioner Neely moved to reconsider the matter of UDO-TA-2021-2980, presenting a **Motion to Approve the Interim Ordinance with option 3** [Allowing CSO use only for properties already zoned MDR at time of enactment] Amended to include adoption of Staff Comments [referencing handout].
2nd by **J. Barnett**.

Discussion:

- **B. Levine** restated his concerns about the flaws inherent in the existing CSO provisions, and asked that if there was not support for deleting it, that staff and Commission consider Text Amendments to address the problems. **R. Burhans** commented that the new UDO would address CSO issues; **Levine** noted that he would prefer that amendments be looked at sooner rather than wait for the new UDO.
- **A. Patterson** commented that it was apparent from the discussion that common ground could be reached.
- **T. Neely** concurred with Deese's earlier comment that CSO could work if properly planned.

Called vote: A. Patterson: For B. Levine: Against T. Neely: For
 S. Hinson: For J. Barnett: For C. Deese: For

Vote: 5:1. **Motion is approved.**

Item is referred to County Council for consideration.

7. ADJOURN

Motion to adjourn by **Sheila Hinson**; 2nd by **James Barnett**. Motion approved by unanimous consent. Meeting adjourned at 6:44 PM.



PLANNING COMMISSION Public Hearing Sign In Sheet

Item 3: CITIZEN'S COMMENTS

General Comments or comments on matters not on tonight's agenda.



Council Chambers
101 N. Main Street, Lancaster South Carolina
Thursday, June 2 2022

Citizens are allowed 3 minutes per person to speak. Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual Council Members, County Staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county.

PLEASE PRINT

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PLANNING COMMISSION Public Hearing Sign In Sheet

Item 5 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.

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PLEASE PRINT

1.	STACY FAILE 7980 TAXAHAW RD KERSHAW SC	not in meeting
2.	DONALD T. FAILE 7859 TAXAHAW RD KERSHAW SC	not in meeting
3.		



PLANNING COMMISSION Public Hearing Sign In Sheet

Item 5 b. UDO-TA-2021-2980 Interim Ordinance

Application by Lancaster County to amend the Unified Development Ordinance (all Chapters except Chapter 8), to modify the Cluster Subdivision Overlay District; to reclassify the five Mixed-Use Districts as legacy districts; and to implement new Flexible Districts.



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Staff Comments on UDO Interim Ordinance (5-11-22 Draft)

1. Section 2.5.3 (Page 13): At what stage in project will use table be updated to reflect Flexible Districts? Section 3.4.1 (Page 16): Need to update this section to reflect not permitting residential uses in Flexible Non-Residential District.
2. Table 3.4.1-1(Page 17): Exclude multifamily from Flexible Residential District. We continue to want to have townhomes and 2 to 4 family dwellings permitted. Traditional apartments/Multifamily should be in Flexible Mixed Use only.
3. Table 3.5.1 (Pages 20 and 21):
 - a. Delete reference in section D referencing gross density acreage backs out Primary Conservation area
 - b. Updated densities for town home uses to 8 du/acre and 12- du/acre for multifamily.
 - c. Remove multifamily from Flexible Residential District
 - d. Delete residential uses and densities from industrial districts.
 - e. Provide disclaimer note that density Increases must be approved by County Council
4. Section 3.3.3 (Pages 21 and 22): Need to create language distinguishing appropriate amenity features for commercial and MXU projects versus residential.
5. 3.7.3 (Page 22): Reduce amenity center threshold to 250-homes per feedback from Stakeholder Committee member.
6. Section 3.8 (Page 23)
 - a. Where does the 1 overflow stall for every 5 units/homes come from? Consider 1 per 10 for single family detached.
 - b. Clarify 40-ft front setback is only for SF Detached Homes
 - c. Establish 20-ft gap between lot categories
 - d. Evaluate 51% Lot mix. Create a 20-ft spacing gap between lot categories. Would like to have this be eligible for flexibility to address unique projects that may warrant an individual mix (age restricted, etc.)
 - e. Define 50-ft buffer plant material
7. Section 3.9.9C (Page 32): Insert "order of control" language for various plan and ordinance elements.
8. Section 3.9.10 (Page 32): Update modification language to reflect Council approval for moderate modifications.
9. Section 3.9.5.A (Page 27): Revise side setback to 7.5-ft versus 10
10. Section 3.9.5D (Page 30): Insert "brick or stone" as examples of masonry materials.
11. Page 42: No request for a new Flexible District in same category
12. Section 9.2.10 (Page 49): Delete "Stormwater Permit"

5. Public Items

b.) TA-2021-2980 UDO Interim Ordinance

Proposed amendment to the Unified Development Ordinance (Chapters 1, 2, 3, 4, 5, 6, 7, 9 and 10) to create three new zoning districts, convert existing Mixed Use Districts to legacy status, and modify the Cluster Subdivision Overlay District.

Overview

Interim Ordinance: 3-Key Items

1. Establishes Three New Flexible Zoning Districts
 - A. Flexible Residential, Flexible Non-Residential, & Flexible Mixed-Use
 - i. Project-based rezoning approval versus district based (similar to MX or PDDs)
 - ii. Allow rezoning applicants to request flexibility from certain ordinance requirements
 - iii. Creates supplementary standards if applicant chooses to rezone to a Flexible District
 - iv. Gives developer opportunity to exceed ordinance requirements
2. Converts Five Existing Mixed Use Districts to Legacy Districts
 - A. MXU Districts used to accommodate town homes, most apts., and mixed-use development
 - B. Interim Ordinance will replace this function
3. Proposes Changes to Cluster Subdivision Ordinance (options provided in report)

Why Have an Interim Ordinance?

- October 2021 County: Initiated UDO Rewrite with White and Smith
 - Major issues with 2016 UDO
 - Two year process to complete
- Flooded with Major Development Inquiries in Both Panhandle and Greater Lancaster Area
 - Desirable community
 - Moratoriums
- County Concerned about Processing Major Projects with Flawed Ordinance

Prior Interim Ordinance Discussions

- Planning Commission Interim Ordinance Discussions
 - April/May 2022: One-on-One Discussions
 - May 16, 2022 Detailed Overview
 - Various informal discussions
- Council Discussions on Interim Ordinance Discussions
 - September 15, 2021
 - November 10, 2021
 - December 15, 2021
 - February 16, 2022
 - April 13, 2022



Administrative Items

- **Applicability**
 - 45-Homes/Units For Residential (TIA threshold)
 - 5-Acres for Non-Residential
 - Combination of above for Mixed-Use
- **Application Content (similar to MX or PDD)**
 - Master Plan
 - Terms/Conditions Document
 - Traffic Study
 - Building Elevations
 - Other Items (as needed)
- **Process**
 - Follows general rezoning process*
 - Neighborhood meetings
 - COW project introduction



Interim Ordinance Standards

Created New or Modifications to Existing Standards

1. Fill missing gaps in current UDO
2. Improve under-performing existing standards
 - a. Open Space and amenity requirements
 - b. Lot mix
 - c. Overflow Parking/Setbacks
3. Kept those that worked well



Cluster Subdivision Options

Three Options For Cluster Subdivision Overlay District

1. Retain as is until full UDO rewritten
 - ✓ Will entitle development that is inconsistent with goals
 - ✓ Dilutes purpose of Interim Ordinance
2. Delete From Ordinance
 - ✓ May not be fair to existing owners zoned MDR
 - ✓ Would eliminate expansion of developments completely
3. Retain for properties already zoned MDR
 - ✓ Equitable
 - ✓ Manages expansion of developments



Wrap Up

- Greater certainty with project approach versus district approach
 - Common tool used with peer communities
- Creates Options to Resolve Project Challenges
 - Help with compatibility issues
- Will Not Solve all UDO Issues, But will Address

Many With Larger Projects



Staff Comments

Three Categories

1. Housekeeping Items
2. Modification to Ordinance Standards or Flexibility Allowances
3. Administrative Procedural Items

Overall Fairly Minor Comments



Recommendation

Staff recommends **approval** subject to:

1. Updates by consultant addressing comments
2. Retaining CSO District for properties zoned MDR as of date of this TA application



Agenda Item Summary

Ordinance # / Resolution #: RZ-2021-2803 Two Capital Partners a/k/a Tadlock

Contact Person / Sponsor: R. Tefft

Department: Planning

Date Requested to be on Agenda: 6/21/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Rezoning Staff Report	6/14/2022	Backup Material
Application	5/10/2022	Exhibit
Property Owner Certifications-Sisbro	6/14/2022	Exhibit
Property Owner Certifications-Howie	6/14/2022	Exhibit
Zoning Map	5/10/2022	Exhibit
TIA Review Memo	6/14/2022	Exhibit

PROPOSAL:	Request to rezone five parcels of land comprising approximately 50.77 acres from Neighborhood Business (NB) District and General Business (GB) District to Regional Business (RB) District, as well as an associated Development Agreement.
PROPERTY LOCATION:	9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03)
CURRENT ZONING:	Neighborhood Business (NB), and General Business (GB) Districts
PROPOSED ZONING:	Regional Business (RB) District
PROPERTY OWNERS:	Sisbro, LLC; The Howie Family Trust; Joseph E. Howie, Amy D. Howie; and Howard James Howie, Dianna B. Howie
APPLICANT:	Wes Taubel, Two Capitol Partners
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone five parcels totaling approximately 50.77-acres on the west side of Charlotte Highway from the Neighborhood Business (NB) and General Business (GB) Districts to the Regional Business (RB) District. Pursuant to the sketch plan submitted along with the application, this rezoning is intended to facilitate the development of a mixed area project consisting of two commercial outparcels along Charlotte Highway, and a 238-unit multifamily apartment development located toward the interior of the site.

Summary of Adjacent Zoning and Uses

The subject parcels are surrounded by residential, commercial, and industrially zoned parcels. To the north is Light Industrial with Institutional (INS), Neighborhood Business (NB), and Urban Residential (UR) further beyond. To the south is Low Density Residential (LDR) with INS further beyond. To the east is GB with RB across Charlotte Highway. To the west is LDR.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LI	Northfield Drive Industrial Park
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	GB, RB	Vacant; Crossridge
West	Lancaster County	LDR	Single-Family Residential

ANALYSIS & FINDINGS:

Zoning Districts

Pursuant to Unified Development Ordinance (UDO) Section 2.3, the current NB District *“is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.”* Additionally, that same Section notes that the current GB District *“is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent, community neighborhoods. The regulations for this district are intended to accommodate the predominately auto-oriented pattern of existing development while encouraging the transition to pedestrian-friendly, mixed-use areas that avoid strip commercial development.”*

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

Compatibility with Surrounding Area

In this area the west side of Charlotte Highway is predominantly residential in character, but with smaller commercial parcels fronting the corridor. The east side, however, is comprised of larger commercial developments and parcels that have been approved for large mixed-use development. The proposed rezoning and development agreement would facilitate development that is consistent with this established land use pattern.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

Pursuant to the adopted Comprehensive Plan, the Future Land Use Category of the subject parcel is Neighborhood Mixed Use, which corresponds to the Walkable Neighborhood Community Type, which the Comprehensive Plan describes as follows:

The Community Type “Walkable Neighborhood” is synonymous with the Place Type “Mixed-Use Neighborhood.” This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century, and has been revived in recent decades as a relevant option for future development.

The Comprehensive Plan further establishes several possible land use considerations representing typical development in this Community Type which are depicted in the table below.

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

The development proposal that would be facilitated by this rezoning application and associated Development Agreement will result in a project that is consistent with the adopted Comprehensive Plan.

INFRASTRUCTURE CONSIDERATIONS

Transportation

The applicant hired Kimley-Horn and Associates, Inc., to conduct a Traffic Impact Analysis (TIA) to review vehicular traffic impacts as a result of the proposed development, and to identify transportation improvements that may be required to accommodate these impacts. The following intersections were studied, and improvements recommended as developer mitigation:

Intersection Studied	Developer Mitigation
US 521 and Sandal Brook Road/Corporate Center Way	None.
US 521 and Northfield Drive	None.
US 521 and Crossridge Boulevard/Access 1	- Construction of the eastbound approach of Access 1 to include a single ingress lane, two egress lanes with a shared left/through turn lane and exclusive right-turn lane with 100 feet of storage, and a 100-foot internal protected stem (IPS) with stop control. - Construction of a northbound left-turn lane along US 521 with 150 feet of storage.
US 521 and Dobys Bridge Road/Worldreach Drive	None.
US 521 and River Road/Collins Road	None.
US 521 and Access 2	- Construction of the eastbound approach of Access 2 to include a single ingress lane, a single right-out egress lane, and a 60-foot IPS with stop control. - Removal of the existing median cut along US 521 at Access 2.

The TIA has been reviewed by one of the County's consulting traffic engineer (CAMPCO, memo attached) and has been approved with the recommendation of increasing the Internal Protected Stem at Access 1 and 2 to be to a minimum of 150-ft to account for future commercial outparcels. The study will need to be updated upon identification of future outparcel tenants.

SCDOT has also reviewed the TIA and will not permit the two proposed access points. Resolving this issue is also a recommended condition for the Development Agreement approval.

Public Utilities

The Lancaster County Water and Sewer District (LCWSD) has provided the following comment with regard to this proposed rezoning:

Water and Sewer

- *Sewer improvements, including a lift station will be needed to serve this site with sewer.*
- *LCWSD has an existing 24" and 18" forcemain that will need to be connected to the proposed forcemain needed for this site.*

Natural Gas

- The Lancaster County Natural Gas Authority maintain an active 25-ft easement containing a high-pressure natural gas line between the subject property and the Northfield Drive Industrial Center. They have asked the applicant to provide an additional 25-ft wide area that would be free of building improvements to help improve safety and access. The applicant is adapting their plans to accommodate the additional area.

Providing the additional 25-ft separation area has been made a recommended condition of approval of the Development Agreement.

Public Schools

The Lancaster County School District (LCSD) has not provided comments for this development proposal.

PHOTOS OF PROJECT AREA:



Aerial of subject property



Looking southeast from intersection of Barberville and Harrisburg Roads



Looking west from Harrisburg Road



Looking west from Harrisburg Road

STAFF RECOMMENDATION:

REZONING

Staff recommends **approval** of the request to rezone five parcels of land comprising approximately 50.77 acres from Neighborhood Business (NB) District and General Business (GB) District to Regional Business (RB) District, pursuant to the following findings of fact:

1. That the subject parcels consist of approximately 50.77 acres of land generally located at or adjacent to 9224 Tadlock Drive;
2. That the subject parcels consist of TM# 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03;
3. That the subject parcels have a Future Land Use Category of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood;
4. That the subject parcels are currently zoned either NB or GB District; and
5. That the subject parcels are all proposed to be rezoned RB District, which is compatible with the existing Neighborhood Mixed Use Future Land Use Category.

ATTACHMENTS:

1. Rezoning Applications
2. Location Map/ Zoning Map
3. TIA Memo

STAFF CONTACT:

Rox Burhans, Development Services Director
rburhans@lancastersc.net | 803-416-9422



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@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 Tadlock Drive & Charlotte Highway

City Indian Land State SC Zip 29707 Tax Parcel ID See Attached List

Current Zoning NB & GB Current Use Mix Commercial, Residential & Vacant

Proposed Zoning RB Total Acres _____

Project Description Rezone 5 Parcels to Provide for Mix of Commercial and Multi-Family

Development Opportunities

Surrounding Property Description Site is surrounded by industrial uses to the north and mix of

commercial and residential to the south. Future non-residential/commercial exists opposite side

Charlotte Highway.

CONTACT INFORMATION

Applicant Name Two Capital Partners

Address One Buckhead Plaza, 3060 Peachtree Road NW, Suite 960

City Atlanta State GA Zip 30305 Phone 404-926-1538

Fax N/A Email wtaubel@twocapitalpartners.com

Property Owner Name Various - See Attached List

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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


Applicant: Wes Taubel - Two Capital Partners
Date: 01/17/21

(See Attached Notarized Forms)
Property Owner(s) _____ Date _____
Attach owner's notarized written authorization with property information if the applicant is not the owner.

LANCASTER COUNTY OFFICE USE ONLY

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

SCHEDULE/PROCESS 1. Submit Application

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

2. Planning Commission

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

3. County Council

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

PARCEL & PROPERTY OWNER LIST

PID: 0010-00-051.00

Ex. Zoning: NB

SISBRO LLC

9224 Tadlock Drive

Indian Land, SC 29707

P:

E:

PID: 0010-00-052.00

Ex. Zoning: GB

THE HOWIE FAMILY TRUST

172 Greenshore Way

Indian Land, SC 29707

P:

E:

PID: 0010-00-052.01

Ex. Zoning: GB

JOSEPH E. HOWIE, TRUSTEE

AMY D. HOWIE, TRUSTEE

8565 Charlotte Highway

Indian Land, SC 29707

P:

E:

PID: 0010-00-052.02

Ex. Zoning: GB

HOWARD JAMES HOWIE, TRUSTEE

DIANNA B. HOWIE, TRUSTEE

6149 E. Menlo Lane

Inverness, FL 34452

P:

E:

PID: 0010-00-052.03

Ex. Zoning: GB

HOWARD JAMES HOWIE, TRUSTEE

DIANNA B. HOWIE, TRUSTEE

6149 E. Menlo Lane

Inverness, FL 34452

P:

E:

9224 TADLOCK DR - INDIAN LAND, SC

SKETCH PLAN REVIEW

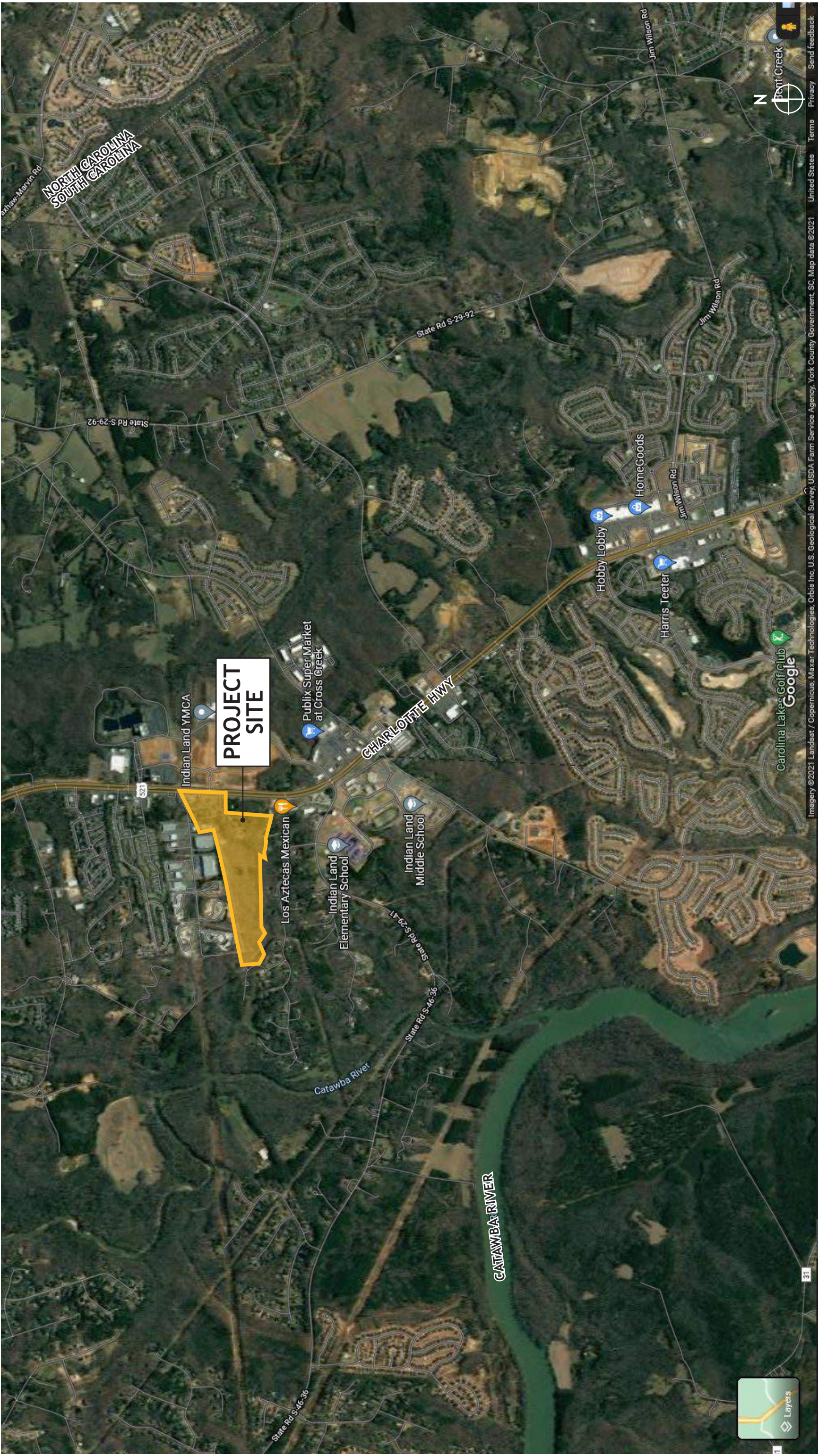
NOVEMBER 19, 2021

PREPARED FOR:
TWO CAPITAL PARTNERS

NILES BOLTON ASSOCIATES

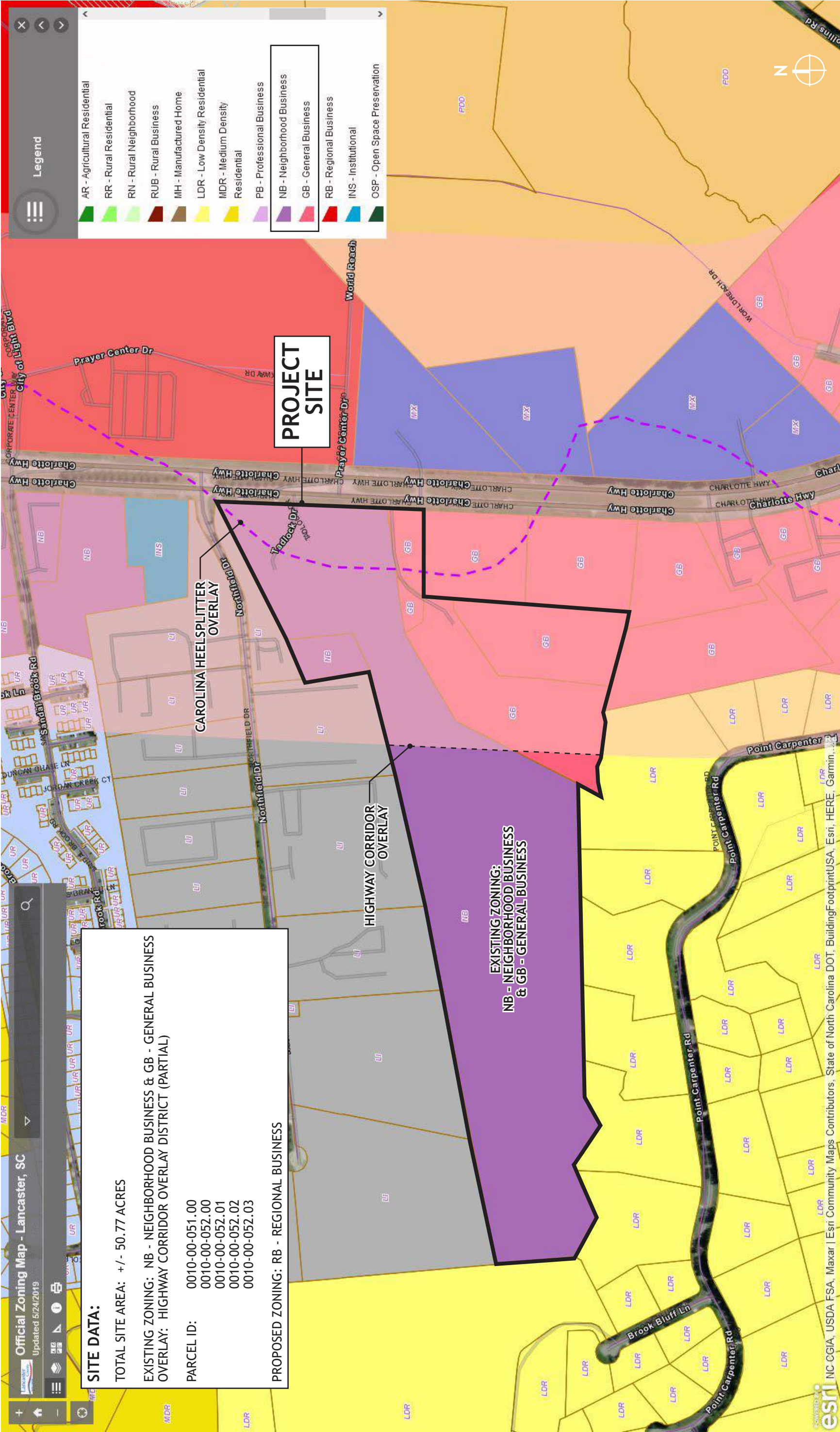
Location Map

9224 Tadlock Dr - Indian Land, SC



Zoning Map

9224 Tadlock Dr - Indian Land, SC



Existing Conditions

9224 Tadlock Dr - Indian Land, SC

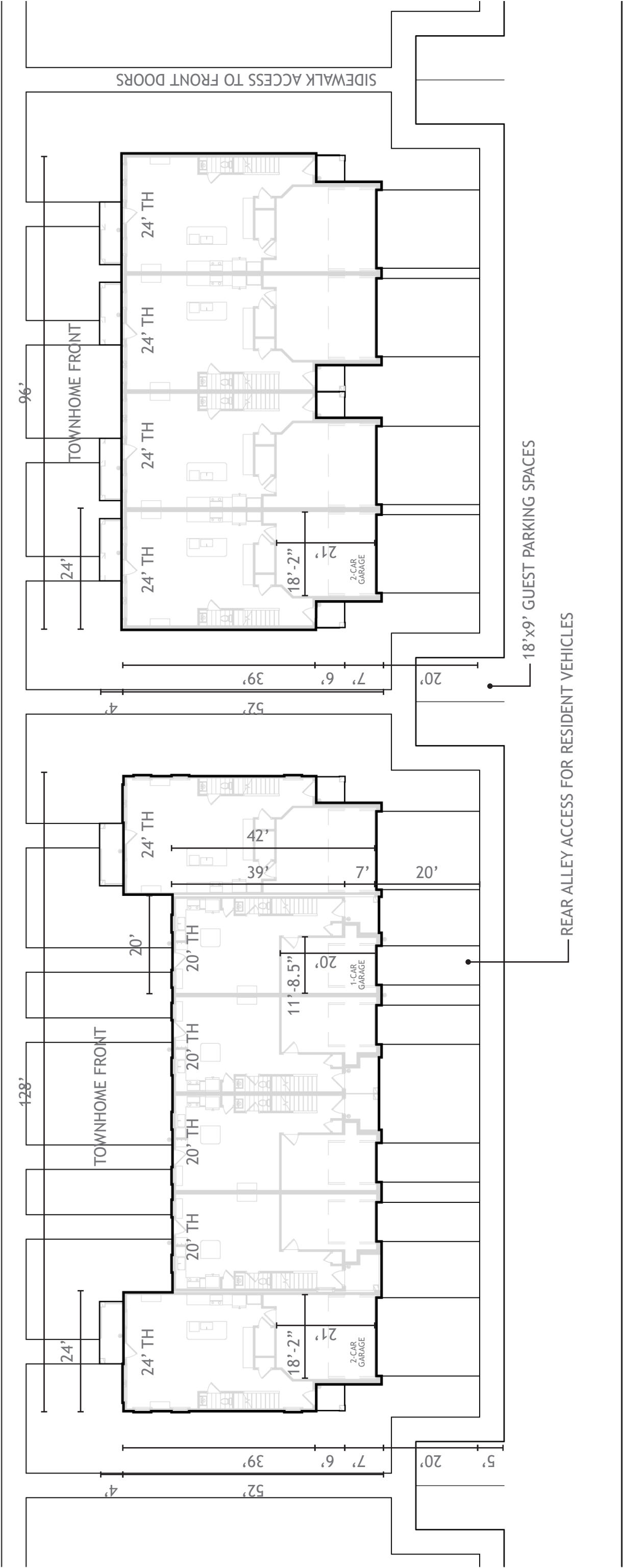


9224 Tadlock Dr - Indian Land, SC



Townhome Building Dimensions

9224 Tadlock Dr - Indian Land, SC



6 UNIT TOWNHOME BUILDING
(2) 24' TH + (4) 20' TH
1" = 20'

2 UNIT TOWNHOME BUILDING
(4) 24' TH
1" = 20'

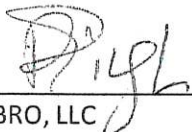
**PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA**

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

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 0010-00-051.00

Signed this 24th day of January, 2022.

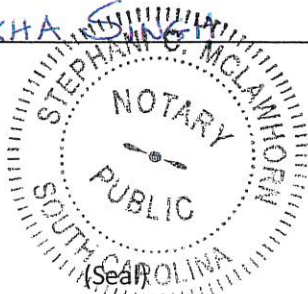


SISBRO, LLC

Notarial Certification

State of South Carolina
County of York

The foregoing instrument was acknowledged before me this 24th of Jan, 2022, by
BEKHA SINGH (name of person acknowledged).





Signature of Notary Public

My Commission Expires: February 24, 2026

PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA

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

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 00010-00-052.01

Signed this 24th day of January, 2022.

Amy D. Howie
Amy D. Howie

Notarial Certification

State of South Carolina
County of York

The foregoing instrument was acknowledged before me this 1/24, 2022, by

Andrea H. Walker (name of person acknowledged).

(Seal)

My Commission Expires:

4/5/2030

Andrea H. Walker
Signature of Notary Public



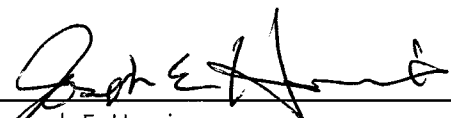
**PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA**

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

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 00010-00-052.01

Signed this 24th day of January, 2022.



Joseph E. Howie

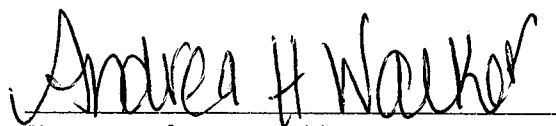
Notarial Certification

State of South Carolina
County of York

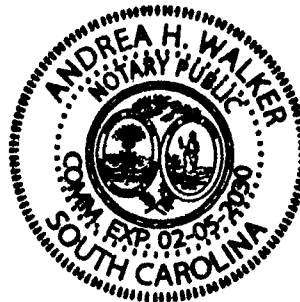
The foregoing instrument was acknowledged before me this 1/24, 2022, by
Andrea H. Walker (name of person acknowledged).

(Seal)

My Commission Expires: 2/5/2030



Signature of Notary Public



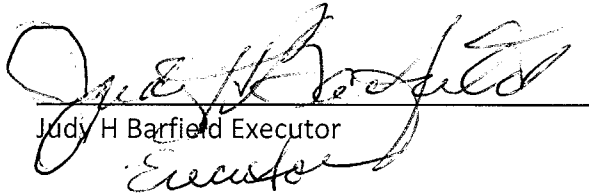
**PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA**

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

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 0010-00-052.00

Signed this 21st day of January, 2022.



Judy H Barfield Executor
Executor

Notarial Certification

State of South Carolina
County of York

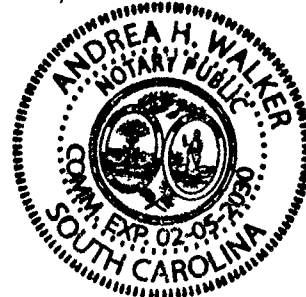
The foregoing instrument was acknowledged before me this 1/24, 2022, by
Andrea H. Walker (name of person acknowledged).

(Seal)

My Commission Expires: 2/5/2030



Signature of Notary Public



**PROPERTY OWNER CERTIFICATION OF ZONING MAP AMENDMENT
LANCASTER COUNTY, SOUTH CAROLINA**

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

Additionally, we hereby grant permission to the Applicant (Two Capital Partners) and their representatives to represent our interests in the rezoning and development of our property, subject to any specified contractual limitations.

Parcels of Interest: 0010-00-052.00, 0010-00-052.02, 0010-00-052.03

Signed this 17th day of January, 2022.

Dianna B. Howie / Trustee
Dianna B. Howie, Trustee

Notarial Certification

State of Florida
County of Citrus

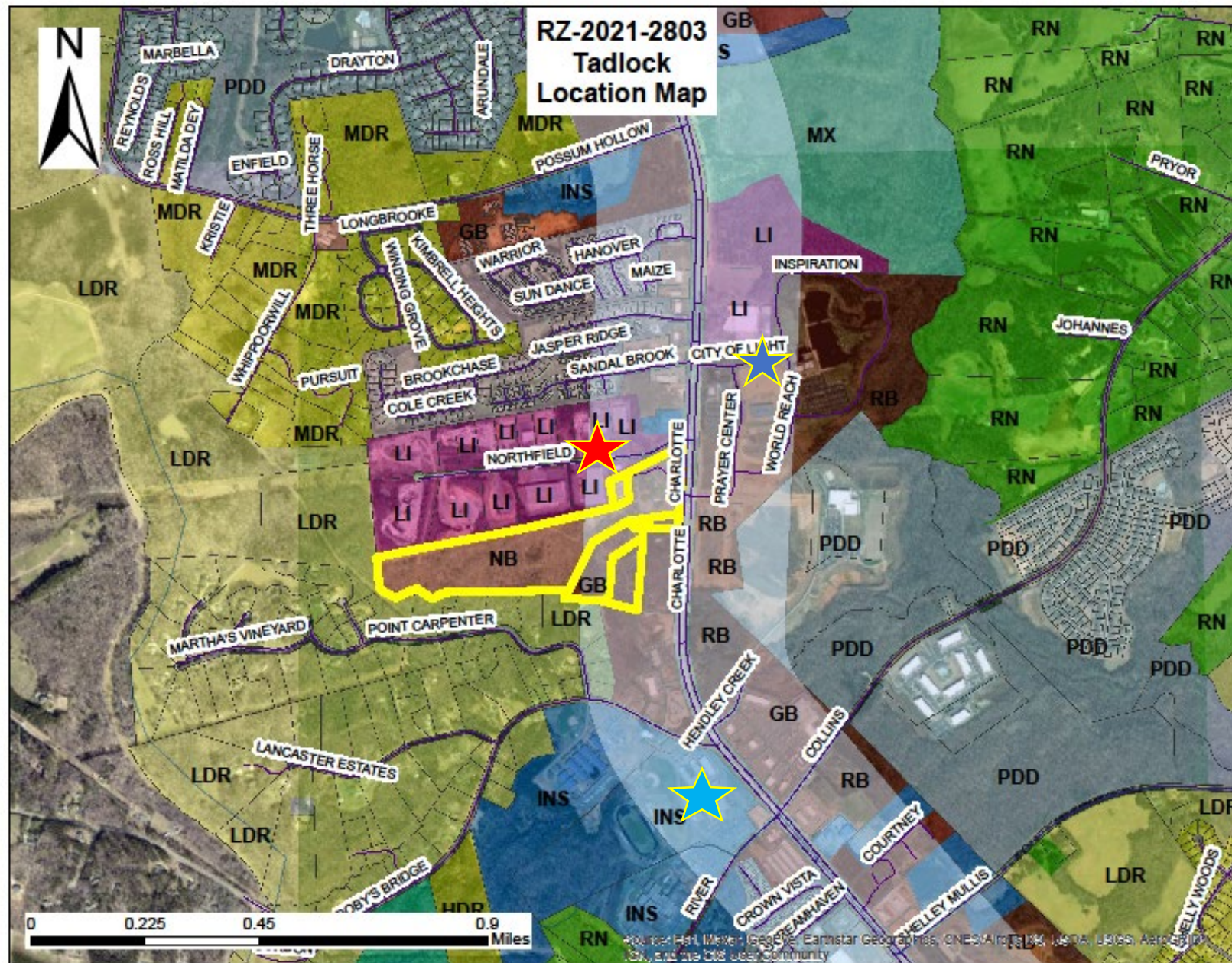
The foregoing instrument was acknowledged before me this January 17th, 2022, by
Dianna B. Howie (name of person acknowledged).



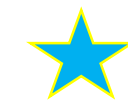
(Seal)

Samantha Anderson
Signature of Notary Public

My Commission Expires: March 8, 2025



Proposal:
Request to rezone from
NB/GB to RB





MEMORANDUM

DATE: May 18, 2022
PROJECT: Tadlock Traffic Impact Analysis
CE: 9845
RE: TIA Compliance Ordinance Review

Campco Engineering, Inc. has completed a review of a traffic impact study entitled "Tadlock Transportation Impact Analysis" prepared by Kimley Horn and Associates, Inc., and dated March 2022. The study report estimates traffic that may be generated by the proposed development and its impact on the surrounding roadway system. The study included intersection analyses and results for the following intersection locations:

- US 521 at Sandal Brook Road/Corporate Center Way
- US 521 at Northfield Drive
- US 521 at Crossridge Boulevard/ Site Access 1
- US 521 at Site Access 2
- US 521 at Dobys Bridge Road/Worldreach Drive
- US 521 at River Road/Collins Road

The Traffic Impact Study was reviewed for compliance to the standard practices and procedures for traffic impact analyses, as defined in Section 6.8 of the Lancaster County Unified Development Ordinance (UDO).

The results of our review show that standard practices and procedures for traffic impact analyses were followed in development of the study. The study process, results and recommendations contained in the study report appear to adequately address the impacts of traffic that may be generated by the project as it is currently planned.

Furthermore, section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection levels of service to minimum operable standards. The recommended improvements in this study meet or exceed these standards.

- Arterial facilities require a minimum LOS of D
- Collector/local facilities require a minimum LOS of C

The study conclusions include recommendations for IPS lengths of 100 feet at Access 1, and 60 feet at Access 2, based on estimated queue lengths. However, the traffic forecasts used to estimate queues do not include traffic that will be generated by the outparcels. IPS lengths of at least 150 feet on both access drives should be established to accommodate future outparcel traffic.

Please contact our office if you have any questions or need further assistance.

Submitted by,
Campco Engineering, Inc.

Robert L. Walsh, PE, PTOE

cc: Stephen Blackwelder, Lancaster County

K:\9845\report\2022-05-18 TIA Review Memorandum.docx

Agenda Item Summary

Ordinance # / Resolution #: DA-2021-2803 Two Capital Partners

Contact Person / Sponsor: R. Burhans

Department: Planning

Date Requested to be on Agenda: 6/21/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
DA Staff Report	6/14/2022	Backup Material
Draft Development Agreement	5/10/2022	Exhibit
Concept Plan	5/10/2022	Exhibit
Boundary Survey	6/14/2022	Ordinance

PROPOSAL: Application by Two Capital Partners to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 238-unit (5.8 dwelling units per-acre) multifamily apartment community with commercial outparcels.

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

The applicant has requested to rezone five-parcels totaling approximately 50.77-acres on the west side of Charlotte Highway from the Neighborhood Business (NB) and General Business (GB) Districts to the Regional Business (RB) District. Pursuant to the concept plan submitted along with the application, this rezoning is intended to facilitate the development of a mixed-area project consisting of two commercial outparcels along Charlotte Highway, and a 238-unit multifamily apartment development (townhome configured) located toward the interior of the site.

The applicant submitted the proposed Development Agreement enclosed with this staff report. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, description of uses, and traffic impact analysis (TIA). Please refer to the associated rezoning staff report for an overview of the TIA (RZ-2021-2803).

The Lancaster County Attorney and the applicant continue to be coordinating on the various terms of the Development Agreement.

RECOMMENDATION:

Staff recommends **conditional approval** of the Development Agreement with Two Capitol Partners in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 238-unit (5.8 dwelling units per-acre) multifamily apartment community and 7.22-acres nonresidential development located on approximately 50.77 acres of land, pursuant to the findings of fact identified below.

The recommended Conditions of Approval are as follows:

1. Concept plan will be updated to depict an additional 25-ft wide separation area parallel to the existing Lancaster County Natural Gas Authority easement in accordance with the Authority's feedback on the project;
2. Driveway locations depicted on the Concept Plan and analyzed in the TIA will be approved in concept by SCDOT; and
3. The TIA will be updated to include commercial outparcels upon identification of tenants which may impact turn lane storage lengths and lengths of internal protected stems of access drives.

Findings of Fact:

1. That the subject parcels consist of approximately 50.77 acres of land generally located at or adjacent to 9224 Tadlock Drive;
2. That the subject parcels consist of TM# 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03;
3. That the subject parcels would be rezoned from NB and GB District to RB District;

4. That, should this rezoning be approved, the subject parcels would be developed with two commercial outparcels totaling 7.22 acres, and 238 multi-family dwellings; and
5. That the development proposal would have a residential density of 5.8 dwelling units per acre.

Staff Contact:

Rox Burhans, Development Services Director
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STATE OF SOUTH CAROLINA) DEVELOPMENT AGREEMENT

COUNTY OF LANCASTER)

RECITALS

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, and further updated by adoption of the Southern Panhandle Small Area plan by Ordinance No. 2021-1704 on February 8, 2021 and by adoption of the Small Area Plan Extension by Ordinance No. 2021-1758 on September 13, 2021.

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

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

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

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

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

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

(10) “Ordinance No. 2022-_____” means Ordinance No. 2022-_____ of the County, zoning Tax Parcel Nos. 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, comprising the Property, to Regional Business (RB) District, a copy of which is attached hereto as Exhibit E-1.

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

(12) “Parties” means County and Developer.

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

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

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

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

Section 1.04. Property. This Agreement applies to five (5) parcels of land identified as Tax Map Nos. 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03, and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. Four parcels comprising the Property are currently zoned General Business (GB) District (Tax Parcel Nos. 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03 and one parcel comprising the Property is currently zoned Neighborhood Business (NB) District (Tax Parcel No. 0010-00-051.00), and all are anticipated to be rezoned Regional Business (RB) District pursuant to Ordinance No. 2022-_____.

Section 1.06. Development Program.

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

(B) The development of the Property must meet all applicable standards contained in the UDO as of the Agreement Date. In the event of conflict between the standards contained in the UDO as of the Agreement Date and this Agreement, the terms of the UDO control. The Development Program for the Property with the mixed use of up to 238 townhome style multi-family dwelling units and commercial outparcels totaling between six (6) and eight (8) acres is set forth in Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2022-_____ 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 fifty and 71/100 acres (50.71).

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

(E) The Developer acknowledges that financial guarantees will not be accepted for water, sewer and storm water infrastructure and the water, sewer and storm water infrastructure must be installed, tested and in acceptable condition before final plat approval. All of the townhouse style multi-family units are intended to be designated in a single parcel on the final plat but the six (6) to eight (8) acres of commercial may be subdivided into outparcels.

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

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

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

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

but not limited to, maintenance. Developer may transfer the ownership of the roads and its obligations for the roads to a homeowners' or property owners' association or similar organization.

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Two Capital Developer, LLC
Attn: Wes Taubel
3445 Peachtree Rd, NE
Suite 465
Atlanta, GA 30326

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

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (i) the County and Developer have each executed the Agreement, and (ii) the Developer has delivered to the County Administrator clocked-in copies,

with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., Month Date Year, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

DEVELOPER:

Two Capital Developer, LLC,
A Georgia limited liability corporation

By: _____

Name: _____

Title: _____

STATE OF _____

)

ACKNOWLEDGMENT

COUNTY OF _____

)

)

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

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

(SEAL)

Notary Public for State of _____

My commission expires: _____

Print Name: _____

Exhibit A

PROPERTY DESCRIPTION.

Parcel 1 – Tax Parcel No. 0010-00-051.00

ALL that certain, piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in Indian Land Township, Lancaster County, South Carolina, containing 38.898 Acres, more or less, described and designated on a plat entitled "PROPERTY SURVEY FOR SISBRO, LLC" prepared by Hucks and Associates, PC dated January 20, 2021 and recorded in Book Plat 2021 page 17-18 in the Office of the Clerk of Court for Lancaster County, which plat is by reference made a part hereof.

Parcel 2 – Tax Parcel No. 0010-00-052.00

All that certain piece, parcel or tract of land situated and being in Indian Land Township, State and County aforesaid, lying and being on the West side of U. S. Highway #521, described as follows, to wit: Beginning at a point on said U. S. Highway #521 and running thence with line of S. N. Workman E. 69-65 W. 600 ft. to an iron; thence S. 61-40 W. 315 ft. to an iron; thence S. 34-43 W. 709 ft. to an iron; thence with line of Alexander N. 21-34 E. 132 ft.; thence S. 85 - 02 E. 165 ft. to an iron; thence with line of Gunter S. 62-32 E. 447 ft. to La Farge corner; thence with La Farge, et als, line N. 9-51 E. 640 ft. to Rosenbeck corner; thence with Rosenbeck line S. 78-59 E. 420 ft. to point on U. S. Highway #521; thence with U. S. Highway #521 N. 8-36 E. 710 ft. to the beginning. Being bounded on the North and West by lands of S. N. Workman, on the South by lands of Alexander and Gunter and on the East by lands of La Farge, Lima, Rosenbeck and U. S. Highway #521. Containing 11 3/5 Acres, more or less, as shown on plat of same made by L. E. Carothers, Surveyor, Sept. 20, 1951. ..

Parcel 3– Tax Parcel No. 0010-00-052.01

All that certain piece, parcel or tract of land containing two (2) acres, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, and being described as follows: BEGINNING at a point approximately 574.8 feet northwest of U. S. Highway 521, and running from said point South 28-29-28 East 276.51 feet to a point; thence South 61-33-43 West 313.79 feet to a point; thence North 28-30-00 West 277.10 feet to a point; thence North 61-40-10 East 313.91 feet to the point of beginning, all of which is more accurately shown on a Plat of Property of Carol M. Deese and Joseph E. Howie, prepared by W. C. White, R.L.S., on October 15, 1985, and recorded as Plat Number 7353 in the Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO:

All that certain piece, parcel or piece of property containing .16 acre, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and described as follows: BEGINNING at a point set on the southeastern side of a 20 foot wide right of way, 500 feet more or less southwest of the juncture of U. S. Highway 521, running thence from said point, S 10 19 20 W 111.06 feet to a point; thence N 79 40 21 W 10.91 feet to a point; thence N 28 00 07 W 169.40 feet E, 118.01 feet to the point of beginning, all of which is shown as Tract A on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS, on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO:

All that certain piece, parcel or tract of land containing 4.16 acres, more or less, lying, being and situate in Indian Land Township, Lancaster County, South Carolina, and being described as follows: BEGINNING at a point set on the southwestern property line of grantees existing property and running with said line N 28 03 50 W 277.10 feet to a point; thence S 35 03 08 W 709.33 feet to a point; thence N 87 41 57 E 142.42 feet; S 79 29 55 E 164.92 feet; S 61 52 44 E 167.64 feet to a point; thence N 13 33 03 E 279.31 feet to a point; thence N 06 47 20 E 169.17 feet to the point of beginning all of which is shown as Tract C on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #2002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 4– Tax Parcel No. 0010-00-052.02

ALSO All that certain piece, parcel or lot of land containing .52 acre, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and being described as follows: BEGINNING at a point set 332.8 feet, more or less, west of the center of U. S. Highway 521 on the western side of a 20 foot wide right of way and running thence from side point with the right of way S 42 46 W 181.96 feet to a point; thence N 69 24 W 118.05 feet to a point; thence N 28 29 30 W 107.00 feet to a point; thence S 89 36 00 E 285.10 feet to the point of beginning.

Grantor also grants and conveys unto Grantees, their heirs and assigns a 20 foot wide right of way for ingress and egress extending from Tract A as above described to and from U. S. Highway 521.

All of which is more accurately shown as Tract A on plat of property of James E. Howie to be conveyed to Howard James Howie and Dianna Bailey Howie prepared by Robert E. Rembert, RLS on August 8, 1997 and recorded herewith as Plat #98-8, in the Office of the Clerk of Court for Lancaster County, South Carolina.

Parcel 5– Tax Parcel No. 0010-00-052.03

All that certain piece, parcel or lot of land containing two (2) acres, more or less, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and being described as follows: BEGINNING at a point at common line of A. L. Wilson, Edna H. Keels and grantor at the southern side of land and running thence A.A. Wilson line S 10 00 20 W 174.68 feet; S 9 53 45 W 229.95 feet to a point; thence N 62 18 15 W 275.00 feet to a point; thence N 13 06 15 E 279.47 feet to a point; thence S 89 40 E 250.00 feet to the point of beginning.

Grantor also grants and conveys unto Grantees, their heirs and assigns, a 20 foot wide right of way for ingress and egress from the above described property to and from U. S. Highway 521.

All of which is more accurately shown as Tract B on a plat of property of James E. Howie to be conveyed to Howard James Howie and Dianna Bailey Howie prepared by Robert E. Rembert, RLS on August 8, 1997 and recorded herewith as Plat #98-8, Office of the Clerk of Court for Lancaster County, South Carolina.

ALSO All that certain piece, parcel or piece of property containing 1.46 acres, more or less, with improvements thereon, lying, being and situate in Indian Land Township, Lancaster County, South Carolina and described as follows: BEGINNING at a point at the northwestern corner of grantee's existing property line and running thence N 08 47 20 E 169.17 feet to a point; thence N 61 51 E 313.79 feet to a point; thence S 79 40 21 E 10.91 feet to a point; thence S 10 19 20 W 432.86 feet to a point; thence N 89 17 41 W 250.07 feet to the point of beginning; all of which is shown as Tract B on a Plat of Property of James E. Howie prepared by Dwayne J. Jordan, PLS, on November 1, 2001, revised March 29, 2002 and recorded herewith as Plat #2002-349, Office of the Clerk of Court for Lancaster County, South Carolina.

Exhibit A-2

Plat(s)

Exhibit B

Development Program

1. *Conceptual Site Plan:* The Conceptual Site Plan attached hereto as Exhibit B-1 shall serve as the general guide for the location of roads, buildings, and other development features. The Property shall be generally developed consistent with the approved Conceptual Site Plan located on Exhibit B-1 unless otherwise modified consistent with the terms of the Agreement.
2. *Zoning District:* The Property, once rezoned, will be located in the Regional Business (RB) zoning district and shall be developed consistent with the provisions of the UDO as applicable for this district.
3. *Permitted Uses:* The Property shall be permitted to be developed with all uses permitted within the Regional Business (RB) District as set forth in the UDO and not identified as being prohibited.
4. *Dimensional Requirements:* The Property shall be permitted to be developed in accordance with the criteria with respect to minimum parcel sizes, open space, population densities, building intensities, setbacks, height, parking, buffers, fencing, signage, impervious coverage, and other dimensional requirements or building development standards as applicable to the Regional Business (RB) District as set forth in the UDO.
5. *Design Review and Approval.* Development of the Property shall be subject to review by the County's Zoning Administrator and the Technical Review Committee, as applicable, as set forth in the UDO.
6. *Transportation:*
 - a. Offsite Improvements:
 - i. Traffic Impact Analysis (TIA): Provided by Developer and prepared by Kimley-Horn Associates, Inc. dated February 2022 .
 - ii. South Carolina Department of Transportation and the County have accepted the TIA as submitted and have not required offsite improvements at this time.
 - b. Onsite Improvements:
 - i. South Carolina Department of Transportation and the County have accepted the TIA as submitted.
 - a. US 521 and Access 1:
 - i. Construction of eastbound approach to include a single ingress lane, two egress lands with shared / through turn lane and exclusive right turn lane with 100 feet of storage, and a 100-foot protect stem (IPS) with stop control
 - ii. Construct northbound left turn lane along US 521 into the site with 150 feet of storage (Crossbridge Boulevard intersection)
 - b. US 521 and Access 2:
 - i. Developer is seeking approval with a waiver of driveway spacing distance for lower access and if granted will add a right-in / right-out and closing of the existing median. If denied, Developer will seek and provide alternative access as required by the South Carolina Department of Transportation.

- ii. *Internal Streets/ROW*: All internal streets shall be privately maintained by Developer or his/her assigns. All streets shall be constructed in accordance with County standards and inspected by the County throughout the development process. Construction testing results and as-built surveys of all constructed roads shall also be required.
 - iii. *Traffic Calming*: None required
 - iv. *Walkway Connections*: Developer shall install a pedestrian walkway along the frontage of the Property and US 521 as shown on Exhibit B-1.
 - v. *Overflow Neighborhood Parking*: None required.
7. *Sewer*: Developer will bring sanitary sewer lines to the Property through adjacent properties and will install a semi-regional pump station and forcemain on the Property to connect to serve the Property, which pump station and forcemain will be dedicated to the Lancaster County Water and Sewer District.

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

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

Exhibit B-1
Conceptual Site Plan
[Attached]

Exhibit C

Development Schedule

<u>Years</u>	<u>Residential</u>
1	0 units
2	100 units
3	138 units
4	0 units
5	<u>0 units</u>
Total	238 units

Commercial development will be market dependent but not expected until after completion of the residential units. Commercial acreage is between six (6) and eight (8) acres on the outer parcels as depicted on the Site Plan.

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

NOTE: County and Developer acknowledge that development of the Property is limited to 238 residential units.

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Exhibit D

Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, (i) Joseph E. Howie and Amy D. Howie, Trustees of the Joseph E. Howie and Amy D. Howie Living Trust and (ii) Sisbro, LLC are the legal and equitable owners of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

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

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Exhibit E-1

Ordinance No. 2022-_____

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2022-_____

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

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

Exhibit E-5

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

PROPOSAL: Application by Two Capital Partners to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 238-unit, multifamily apartment development and two commercial outparcels located on approximately 50.77 acres of land located at 9224 Tadlock Drive (TM#s 0010-00-051.00, 0010-00-052.00, 0010-00-052.01, 0010-00-052.02, and 0010-00-052.03). This application is associated with the companion Zoning Map Amendment case # RZ-2021-2803.

COUNCIL DISTRICT: District 7, Brian Carnes

The applicant submitted the proposed Development Agreement enclosed with this memo. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA). The Development Agreement is being proposed voluntarily and is not required as part of the associated Reginal Business District rezoning request.

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on June 13, 2022 (first reading of the ordinance).

The applicant and County representatives continue to discuss the terms of the Development Agreement.

ATTACHMENTS:

1. Draft Development Agreement
2. Concept Plan
3. TIA Document

STAFF CONTACT:

Rox Burhans, Development Services Director
rburhans@lancastersc.net | 803-416-9422

SURVEY INFORMATION & PLAT STANDARDS:

1. THIS SURVEY IS OF EXISTING PARCELS OF LAND.
2. MULTIPLE TAX MAP ID'S AS SHOWN ON PLAT
3. ZONING: OB & NB
4. ACREAGE OF THIS PLAT: 50.712 ACRES
5. TOTAL NUMBER OF PARCELS ON THIS PLAT: 5
6. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
7. THIS SURVEY IS AN ALTA/NSPS LAND TITLE SURVEY.
8. AREA COMPUTED BY COORDINATE METHOD.
9. DASHED LINES INDICATE LINES NOT SURVEYED.
10. #5 REBAR SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
11. UNADJUSTED RATIO OF PRECISION IS 1:10,004
12. SITE HAS BEEN TIED TO SC GRID COORDINATE SYSTEM AS REFERENCED ON PLAT. TIED TO NGS MONUMENT "HIGHER".
13. INTERIOR IMPROVEMENTS NOT SHOWN ON THIS PLAT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ALTA COMMITMENT# 016999-00196
COMMITMENT DATE: JULY 29, 2021
ALTA LOAN POLICY (06-17-06)
PROPOSED INSURED:
TWO CAPITAL DEVELOPER, LLC A GEORGIA LIMITED LIABILITY COMPANY

SCHEDULE B - SECTION II
TAXID#0010-00-051.00

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

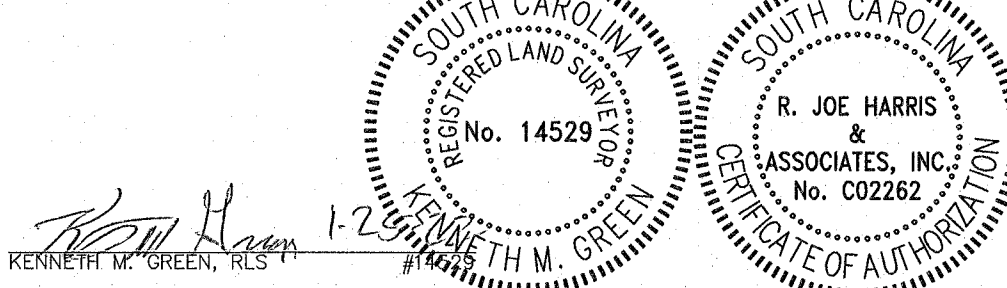
1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I--REQUIREMENTS ARE MET. (NOT A MATTER OF SURVEY)
2. TAXES FOR THE YEAR 2021 NOT YET DUE AND PAYABLE AND ALL SUBSEQUENT YEARS. (NOT A MATTER OF SURVEY)
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101-SC "OWNER'S AFFIDAVIT"). (NOT A MATTER OF SURVEY)
4. MECHANICS AND MATERIALMEN'S LIEN AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS ON RECORD. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101-SC "OWNER'S AFFIDAVIT"). (NOT A MATTER OF SURVEY)
5. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S POLICY FOR A RESIDENTIAL TRANSACTION, UPON RECEIPT OF A SATISFACTORY AFFIDAVIT ORT107-SC SURVEY AFFIDAVIT THIS EXCEPTION WILL BE DELETED IN THE OWNER'S POLICY FOR A RESIDENTIAL TRANSACTION.) (SURVEY AS SHOWN; INTERIOR IMPROVEMENTS NOT SHOWN)
6. THE NUMBER OF ACRES CONTAINED IN THE LEGAL DESCRIPTION IS NEITHER GUARANTEED NOR INSURED. (ACREAGE AS SHOWN)
7. THIS COMMITMENT AND/OR POLICY DOES NOT INSURE AGAINST ANY LOSS OR DAMAGE WHICH MIGHT ARISE OUT OF ROLL-BACK TAXES AS CONTEMPLATED UNDER TITLE 12, ARTICLE 3 OF SOUTH CAROLINA CODE OF LAWS OF 1976, AS AMENDED, PROVISIONS - SECTIONS 12-13-220. (NOT A MATTER OF SURVEY)
8. AS TO THE OWNER'S COMMITMENT/POLICY ONLY: THIS COMMITMENT IS ISSUED CONTEMPLATING THE COMPLETION OF IMPROVEMENTS INCREASING THE PRESENT INSURABLE VALUE OF THE INSURED PREMISES UP TO THE FACE AMOUNT OF THIS COMMITMENT. PENDING COMPLETION OF THE IMPROVEMENTS TO BE LOCATED ON THE PROPERTY DESCRIBED HEREIN, THIS COMMITMENT INSURES ON TO THE ACTUAL VALUE OF THE PROPERTY, BUT INCREASES AS EACH DISBURSEMENT FOR IMPROVEMENTS IS MADE IN GOOD FAITH AND WITHOUT ACTUAL NOTICE OF ANY DEFECTS OR OBJECTIONS TO THE TITLE UP TO THE FACE AMOUNT OF THIS COMMITMENT. (NOT A MATTER OF SURVEY)
9. AS TO THE LOAN COMMITMENT/POLICY ONLY: PENDING DISBURSEMENT OF THE FULL PROCEEDS OF THE LOAN SECURED BY THE MORTGAGE TO BE INSURED, THIS COMMITMENT AND/OR POLICY INSURES ONLY TO THE EXTENT OF THE AMOUNT ACTUALLY DISBURSED TO THE BORROWER, BUT INCREASES AS EACH DISBURSEMENT IS MADE IN GOOD FAITH AND WITHOUT ACTUAL NOTICE OF ANY DEFECTS IN OR OBJECTIONS TO THE TITLE, INCLUDING ANY NOTICE THE LENDER MAY HAVE RECEIVED PURSUANT TO SOUTH CAROLINA CODE SECTION 29-3-50, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, UP TO THE FACE AMOUNT OF THE COMMITMENT AND/OR POLICY. AT SUCH TIME OF EACH DISBURSEMENT OF THE PROCEEDS OF THE LOAN, THE TITLE MUST BE CONTINUED DOWN TO SUCH TIME FOR POSSIBLE LIENS OR OBJECTIONS, INCLUDING MECHANIC'S LIENS, INTERVENING BETWEEN THE DATE HEREOF AND THE DATE OF SUCH DISBURSEMENT. (NOT A MATTER OF SURVEY)
10. RIGHT OF WAY TO YORK COUNTY NATURAL GAS AUTHORITY AS RECORDED IN DEED BOOK 818 AT PAGE 200 IN THE LANCASTER COUNTY RECORDS. (AS SHOWN)
11. EASEMENT TO DUKE POWER COMPANY AS RECORDED IN BOOK E-8 AT PAGE 3304 IN THE LANCASTER COUNTY RECORDS. (BLANKET IN NATURE; UNABLE TO PLOT)
12. EASEMENT TO FORT MILL TELEPHONE COMPANY AS RECORDED IN BOOK E-6 AT PAGE 2831 IN THE LANCASTER COUNTY RECORDS. (AS SHOWN)
13. EASEMENT TO PALMETTO CABLE TV COMPANY AS RECORDED IN BOOK D-8 AT PAGE 89 IN THE LANCASTER COUNTY RECORDS. (AFFECTS; UNABLE TO PLOT FROM SKETCH)
14. EASEMENT TO DUKE POWER COMPANY AS RECORDED IN BOOK A AT PAGE 326 IN THE LANCASTER COUNTY RECORDS. (AS SHOWN)
15. 15' RIGHT OF WAY FOR INGRESS AND EGRESS AS GRANTED BY BILLY C. TADLOCK AND DORIS V. TADLOCK AS RECORDED IN DEED BOOK E-6 AT PAGE 2530 IN THE LANCASTER COUNTY RECORDS. (AS SHOWN)
16. THESE MATTERS AS SHOWN ON A PLAT PREPARED FOR SISBRO, LLC AS RECORDED ON JANUARY 21, 2021 IN PLAT 2021 AT PAGE 17 TO INCLUDE THE FOLLOWING:
A. OVERHEAD POWER LINE RIGHT OF WAY (AS SHOWN)
B. 15' ACCESS EASEMENT (AS SHOWN)
C. UNDERGROUND GAS LINE (AS SHOWN)
D. 68' POWER LINE RIGHT OF WAY (AS SHOWN)

THIS IS TO CERTIFY THAT THIS MAP OR PLAT WAS DRAWN FOR TWO CAPITAL PARTNERS, LLC & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 1,2,3,4,6(a),7(a),8,11,13, 16,17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 14, 2021.

RENNETT M. GREEN, RLS #14529
DATE OF MAP 9-24-21

I HAVE EXAMINED THE FLOOD INSURANCE RATE MAPS FOR LANCASTER COUNTY, SOUTH CAROLINA, COMMUNITY PANEL NUMBERS 45057C0078E; DATED MAY 16, 2017, AND HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARD MANUAL FOR PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN, ALSO THERE ARE NO ENCROACHMENTS, PROJECTIONS, OR SETBACKS AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ALTA COMMITMENT# 016999-00196A
COMMITMENT DATE: AUGUST 15, 2021
ALTA LOAN POLICY (06-17-06)
PROPOSED INSURED:
TWO CAPITAL PARTNERS, LLC

SCHEDULE B - SECTION II
PID# 0010-00-052.02

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

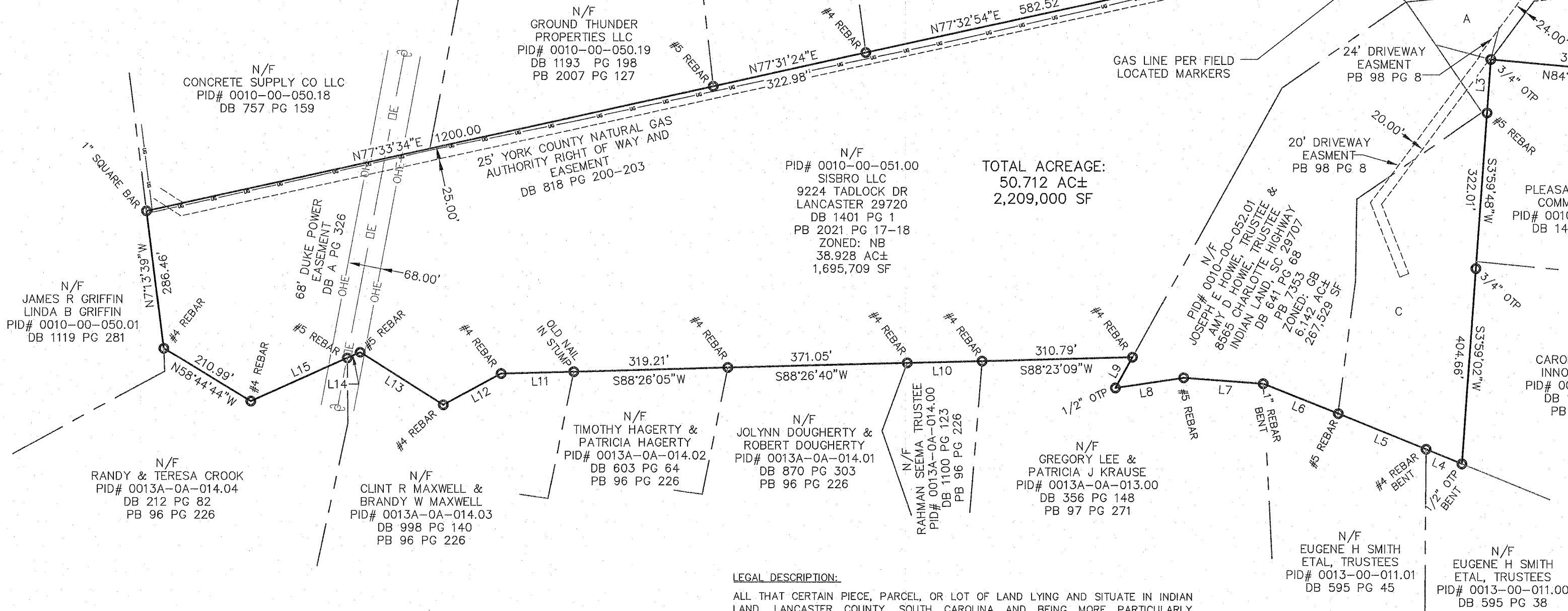
THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I--REQUIREMENTS ARE MET. (NOT A MATTER OF SURVEY)
2. TAXES FOR THE YEAR 2021 NOT YET DUE AND PAYABLE AND ALL SUBSEQUENT YEARS. (NOT A MATTER OF SURVEY)
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101-SC "OWNER'S AFFIDAVIT"). (NOT A MATTER OF SURVEY)
4. MECHANICS AND MATERIALMEN'S LIEN AND LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS ON RECORD. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S/OWNER'S POLICY UPON RECEIPT OF A SATISFACTORY ORT FORM 101-SC "OWNER'S AFFIDAVIT"). (NOT A MATTER OF SURVEY)

5. FACTS WHICH WOULD BE DISCLOSED BY A COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED. (THIS EXCEPTION WILL BE DELETED IN THE LENDER'S POLICY FOR A RESIDENTIAL TRANSACTION, UPON RECEIPT OF A SATISFACTORY AFFIDAVIT ORT107-SC SURVEY AFFIDAVIT THIS EXCEPTION WILL BE DELETED IN THE OWNER'S POLICY FOR A RESIDENTIAL TRANSACTION.) (SURVEY AS SHOWN; INTERIOR IMPROVEMENTS NOT SHOWN)
6. THE NUMBER OF ACRES CONTAINED IN THE LEGAL DESCRIPTION IS NEITHER GUARANTEED NOR INSURED. (ACREAGE AS SHOWN)

THE POLICY WILL NOT INSURE AGAINST LOSS OR DAMAGE RESULTING FROM THE TERMS AND PROVISIONS OF ANY LEASE OR EASEMENT IDENTIFIED IN SCHEDULE A, AND WILL INCLUDE THE FOLLOWING EXCEPTIONS UNLESS CLEARED TO THE SATISFACTION OF THE COMPANY:

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7. AS TO THE OWNER'S COMMITMENT/POLICY ONLY: THIS COMMITMENT IS ISSUED CONTEMPLATING THE COMPLETION OF IMPROVEMENTS INCREASING THE PRESENT INSURABLE VALUE OF THE INSURED PREMISES UP TO THE FACE AMOUNT OF THIS COMMITMENT. PENDING COMPLETION OF THE IMPROVEMENTS TO BE LOCATED ON THE PROPERTY DESCRIBED HEREIN, THIS COMMITMENT INSURES ON TO THE ACTUAL VALUE OF THE PROPERTY, BUT INCREASES AS EACH DISBURSEMENT FOR IMPROVEMENTS IS MADE IN GOOD FAITH AND WITHOUT ACTUAL NOTICE OF ANY DEFECTS OR OBJECTIONS TO THE TITLE UP TO THE FACE AMOUNT OF THIS COMMITMENT. (NOT A MATTER OF SURVEY)
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9. ALL MATTERS AS SHOWN ON A PLAT PREPARED BY ROBERT E. REMBERT AND RECORDED AS PLAT 98-8 IN THE LANCASTER COUNTY RECORDS. (AS SHOWN)
10. ALL MATTERS AS SHOWN ON A PLAT PREPARED BY DWAYNE J. JORDAN AND RECORDED AS PLAT 2002-349 IN THE LANCASTER COUNTY RECORDS. (AS SHOWN)



LEGAL DESCRIPTION:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND LYING AND SITUATE IN INDIAN LAND, LANCASTER COUNTY, SOUTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NGS MONUMENT 'HIGHER', SAID MONUMENT HAVING SC GRID COORDINATES OF NORTHING = 1,142,096.73' AND EASTING = 2,042,984.66'; THENCE S14°33'13"E FOR A DISTANCE OF 3,078.34' TO AN IRON FOUND (#4 REBAR) ON THE WESTERN RIGHT-OF-WAY OF US HIGHWAY 521, SAID POINT BEING THE POINT OF BEGINNING (POB);

THENCE N62°59'38"E FOR A DISTANCE OF 58.47' TO A POINT IN THE CENTERLINE OF THE SOUTHBOUND LANE OF US HIGHWAY 521; THENCE ALONG THE SAID CENTERLINE S02°38'14"W FOR A DISTANCE OF 931.33' TO A POINT; THENCE LEAVING SAID CENTERLINE N84°50'55"W FOR A DISTANCE OF 51.45' TO A #5 REBAR SET ON THE RIGHT OF WAY OF SAID ROAD; THENCE N84°50'55"W FOR A DISTANCE OF 361.43' TO AN IRON FOUND (3/4" PIPE); THENCE S03°57'07"W FOR A DISTANCE OF 111.06' TO AN IRON FOUND (#5 REBAR); THENCE S03°58'48"W FOR A DISTANCE OF 322.01' TO AN IRON FOUND (3/4" PIPE); THENCE S03°59'02"W FOR A DISTANCE OF 404.66' TO AN IRON FOUND (1/2" PIPE); THENCE N68°00'18"W FOR A DISTANCE OF 80.25' TO AN IRON FOUND (#4 REBAR); THENCE N68°00'59"W FOR A DISTANCE OF 195.46' TO AN IRON FOUND (#5 REBAR); THENCE N68°29'50"W FOR A DISTANCE OF 167.31' TO AN IRON FOUND (1" REBAR); THENCE N85°46'41"W FOR A DISTANCE OF 164.97' TO AN IRON FOUND (#5 REBAR); THENCE S81°50'29"W FOR A DISTANCE OF 142.64' TO AN IRON FOUND (1/2" PIPE); THENCE N28°59'17"E FOR A DISTANCE OF 72.61' TO AN IRON FOUND (#4 REBAR); THENCE S88°23'09"W FOR A DISTANCE OF 135.82' TO AN IRON FOUND (#4 REBAR); THENCE S88°27'45"W FOR A DISTANCE OF 154.85' TO AN IRON FOUND (#4 REBAR); THENCE S88°26'40"W FOR A DISTANCE OF 371.05' TO AN IRON FOUND (#4 REBAR); THENCE S88°26'05"W FOR A DISTANCE OF 319.21' TO AN IRON FOUND (#4 REBAR); THENCE S88°27'28"W FOR A DISTANCE OF 150.00' TO AN IRON FOUND (#4 REBAR); THENCE S61°26'15"W FOR A DISTANCE OF 135.82' TO AN IRON FOUND (#4 REBAR); THENCE N57°46'17"W FOR A DISTANCE OF 203.85' TO AN IRON FOUND (#5 REBAR); THENCE S63°47'47"W FOR A DISTANCE OF 29.15' TO AN IRON FOUND (#5 REBAR); THENCE S63°44'43"W FOR A DISTANCE OF 218.42' TO AN IRON FOUND (#4 REBAR); THENCE N58°44'44"W FOR A DISTANCE OF 210.89' TO AN IRON FOUND (#4 REBAR); THENCE N07°33'39"W FOR A DISTANCE OF 286.46' TO AN IRON FOUND (1" SQUARE BAR); THENCE N77°33'34"E FOR A DISTANCE OF 1,200.00' TO AN IRON FOUND (#5 REBAR); THENCE N77°31'24"E FOR A DISTANCE OF 322.98' TO AN IRON FOUND (#4 REBAR); THENCE N77°32'54"E FOR A DISTANCE OF 582.52' TO AN IRON FOUND (#4 REBAR); THENCE N77°33'12"E FOR A DISTANCE OF 444.57' TO AN IRON FOUND (#4 REBAR); THENCE N62°44'08"E FOR A DISTANCE OF 164.51' TO AN IRON FOUND; THENCE N10°42'02"W FOR A DISTANCE OF 275.68' TO AN IRON FOUND (#5 REBAR); THENCE N62°44'02"E FOR A DISTANCE OF 222.47' TO AN IRON FOUND (#5 REBAR); THENCE N62°42'13"E FOR A DISTANCE OF 111.05' TO THE POB AND CONTINUING 50.712 ACRES MORE OR LESS.

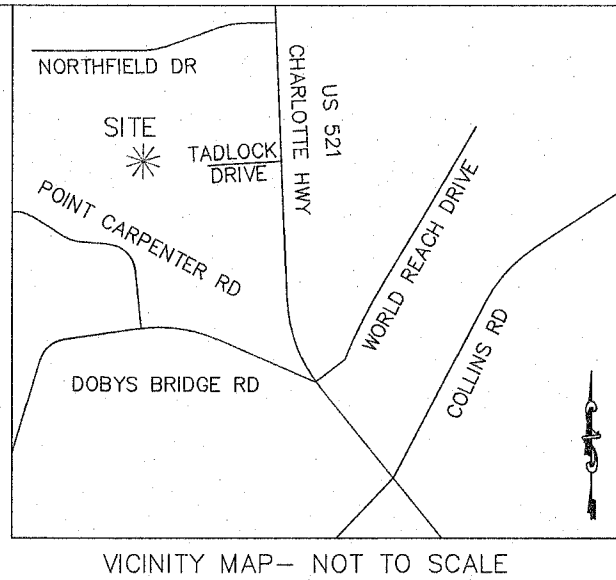
ADJOINERS N/E:

- A. HOWARD JAMES HOWE, TRUSTEE
DIANNA B. HOWE, TRUSTEE
DB 744 PG 13 PG 98 PG 8
PID# 0010-00-052.02
8575 CHARLOTTE HIGHWAY
INDIAN LAND, SC 29707
ZONED: GB
0.537 AC
25,381 SF
- B. HOWE FAMILY TRUST THE
DB 194 PG 168
PID# 0010-00-052.00
8579 CHARLOTTE HIGHWAY
INDIAN LAND, SC 29707
ZONED: GB
1.502 AC
65,416 SF
- C. HOWARD JAMES HOWE, TRUSTEE &
DIANNA B. HOWE, TRUSTEE
PID# 0010-00-052.03
CHARLOTTE HIGHWAY
INDIAN LAND, SC 29707
DB 641 PG 68
PG 2353
ZONED: GB
3.603 AC
156,965 SF

LINE-TYPES:
--- PROPERTY LINE
--- ADJOINER
--- OHE: EX. O'HEAD ELECTRIC EASEMENT
--- OE: EX. O'HEAD ELECTRIC LINE
--- T: EX. TELEPHONE EASEMENT
--- G: EX. GAS LINE (FIELD LOCATED PER MARKS)
--- A: EX. ACCESS EASEMENT

LEGEND:

- IRON FOUND AS NOTED
- IRON PIN SET (#5 REBAR)
- ▲ COMPUTED POINT, NO IRON SET
- GRID MONUMENT
- ~ POWER POLE



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
ALTA COMMITMENT# 016999-00196B
COMMITMENT DATE: AUGUST 15, 2021
ALTA LOAN POLICY (06-17-06)
PROPOSED INSURED:
TWO CAPITAL PARTNERS, LLC

SCHEDULE B - SECTION II
PID# 0010-00-052.01

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9. ALL MATTERS AS SHOWN ON PLAT PREPARED BY DWAYNE J. JORDAN AND RECORDED AS PLAT 2002-349 IN THE LANCASTER COUNTY RECORDS. (AS SHOWN)
10. BOUNDARY LINE AGREEMENT BY AND BETWEEN JAMES E. HOWE AND OREAN L. KEELS AND EDNA H. KEELS AS RECORDED IN BOOK 55 AT PAGE 138 & 142 IN THE LANCASTER COUNTY RECORDS. (PROPERTY LINES AS SHOWN PER FIELD LOCATED IRONS)

PROPERTY LINE FOLLOWS CENTERLINE OF THE SOUTHBOUND LANE

Line #	Length	Direction
L1	58.47	N62°59'38"E
L2	51.45	N84°50'55"W
L3	111.06	S3°57'07"W
L4	80.25	N68°00'18"W
L5	195.46	N68°00'59"W
L6	167.31	N68°29'50"W
L7	164.97	N85°46'41"W
L8	142.64	S81°50'22"W
L9	72.61	N28°59'17"E
L10	154.85	S88°27'45"W
L11	150.00	S88°27'28"W
L12	135.82	S61°26'15"W
L13	203.85	N57°46'17"W
L14	29.15	S63°47'47"W
L15	218.42	S63°44'43"W
L16	164.51	N62°44'08"E
L17	275.68	N10°42'02"W
L18	111.05	N62°42'13"E

CURRENT OWNERS:

SISBRO, LLC
9224 TADLOCK DR
INDIAN LAND SC 29707

JOSEPH E. HOWE, TRUSTEE &
AMY D. HOWE, TRUSTEE
8565 CHARLOTTE HWY
INDIAN LAND SC 29707

HOWARD JAMES, HOWE, TRUSTEE &
DIANNA B. HOWE, TRUSTEE
6149 E. MENLO LANE
IVERNESS FL 34452

THE HOWE FAMILY TRUST
172 GREENSHORE WAY
INDIAN LAND SC 29707

ALTA/NSPS SURVEY
OF PID#S 0010-00-051.00, 0010-00-052.00,
0010-00-052.01, 0010-00-052.02, & 0010-00-052.03
INDIAN LAND
LANCASTER COUNTY, SOUTH CAROLINA

SURVEYED AND MAPPED FOR:
TWO CAPITAL PARTNERS, LLC
3060 PEACHTREE RD NW, SUITE 960
ATLANTA, GA 30305

R. Joe Harris & Associates, Inc.

Engineering & Land Surveying
1186 STONECREST BLVD. TEGA CAY, SC, 29708
Phone: (803) 802-1799



4833 JOB NO.	9-24-21 DATE	REVIS REVISED	RJH SURVEYED BY	1"=200' SCALE	PREPARED BY DC	CHECKED BY KMG	SHEET 1	OF 1
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Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-0978 LC Detention Center*

Contact Person / Sponsor: M. Blaszyk

Department: Planning

Date Requested to be on Agenda: 6/21/2022

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/14/2022	Exhibit

PROPOSAL:	Request to rezone approximately 64.6 acres comprising 5 parcels
PROPERTY LOCATION:	At and adjacent to #1578, 1586, 1592, 1604 and 1656 Pageland Highway
CURRENT ZONING DISTRICT:	TM 0068-00-045.00: Light Industrial (LI) TM 0068L-OF-016.00, 0068L-OF-015.00, 0068L-OF-013.00, & 0068L-OF-011.00: General Business (GB)
PROPOSED ZONING DISTRICT:	Institutional (INS)
APPLICANT:	Lancaster County
COUNCIL DISTRICT:	District 5, Steve Harper
STATUTORY NOTICES:	Sign posted 5/19/2022 at 1592 Pageland Highway (see photos) Hearing notice published June 4 th , 2022 in Lancaster News Mailed notices June 6 th , 2022 Posted agenda in lobby June 14 th , 2022

OVERVIEW:

Proposal

The applicant has requested to rezone 5 parcels totaling approximately 64.6 acres in size. The intent is to build the new County Detention Center at this location.

Site Information

The parcels proposed to be rezoned currently host residential and agricultural uses. There is a mobile home on one parcel, and frame residences with assorted accessory structures on three parcels, which are slated to be removed to allow redevelopment. Access will be provided via Pageland Highway.

Summary of Adjacent Zoning and Uses

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

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	GB	Businesses and Non-conforming residential
South	Lancaster County	INS & RN	Middle School campus and residential
East	Lancaster County	GB & INS	Businesses, County facilities and Non-conforming residential
West	Lancaster County	GB & INS	Businesses, County facilities and Non-conforming residential

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned LI and GB. Pursuant to UDO Chapter 2.3, the LI District (one subject parcel) *"is established for activities that can be operated in a relatively clean and quiet manner, and which will not be obnoxious to adjacent residential or business districts. This includes*

warehousing and wholesaling activities with limited contact with the general public. It is designed to prohibit most heavy industry, which should be properly segregated, and to prohibit any other use which would substantially interfere with the development of industrial establishments in the district. Limited opportunities for retail sales and services are also provided."

The GB district (four subject parcels) *"is generally located on thoroughfares and provides opportunities for the provision of offices, services, and retail goods in proximity to generally auto-dependent community neighborhoods. The regulations for this district are intended to accommodate the predominantly auto-oriented pattern of existing development until such time that transportation network is retrofitted to accommodate more urban development patterns."*

Requested INS

UDO Chapter 2.3 describes the requested INS District as *"intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities, and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas. In the attempt to meet this goal numerous requirements are included, such as but not limited to buffers, landscaping, outdoor lighting, parking, signage, building height, setbacks, open space, and the like."*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the INS and GB Districts. The surrounding uses are primarily commercial (small businesses) and institutional (schools, County facilities such as Public Works and EMS) with some non-conforming residential uses along the highway, and rural residences to the southeast.

Non-Conformance Status

The properties' use is currently non-conforming residential in the four parcels along the road front, and agricultural in the large tract to the south. If the rezoning were to be approved (changing the zoning district to INS) the homes and accessory structures on the property would likely continue as non-conforming until they are removed.

This legal non-conforming status means that no major changes can occur to the residence further expanding its non-conformance.

New development on the site would require the preliminary steps of removal of structures and an application for combination of existing parcels into one. New development would be required to meet current UDO and Building Code standards.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is **urban** due to its proximity to the municipal boundary of the city of Lancaster. It corresponds to the Community Type of Walkable Neighborhood w/ Additional Intensity. The adopted Comprehensive Plan states that the Walkable Neighborhood with Additional Intensity Community Type *"is The Community Type "Walkable Neighborhood" is synonymous with the Place Type "Mixed-Use Neighborhood." This is due to its very specific characteristics that set it apart from most other Place Types by virtue of its deliberately structured mix of dwelling types in a development context that often operates through the separation of uses, densities and/or land value. This*

Place Type and Community Type has its roots in the traditional character of American communities during the early part of the 20th century and has been revived in recent decades as a relevant option for future development.” The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Urban Future Land Use Category extends around the City of Lancaster, to allow for expansion of the city and associated changes in use and density. The Urban Future Land Use Category and Walkable Neighborhood Type are, by default, intended to be compatible with the existing transitional character of the area.

The requested INS District is consistent with the Urban Future Land Use Category.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time. If an institutional use proposed to move on to this property which would create more than 50 peak hour trips to or from this location a TIA may be required as part of their site plan submittal.

Public Utilities

Public water and sewer are currently serving the road front properties and can easily extend into the large tract to the south. Needed upgrades will be determined at the time of civil plan.

Public Schools

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

PHOTOS OF PROJECT AREA:



Subject Property is visible in the center of the photo above.



Subject Property is visible on the right side of the photo above.



Aerial view of the proposed Detention Center Site

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 64.6 acres (TM#s 0068-00-045.00, 0068L-OF-016.00, 0068L-OF-015.00, 0068L-OF-013.00, & 0068L-OF-011.00) from Light Industrial (LI) and General Business (GB) to Institutional (INS) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcels: TM#s 0068-00-045.00, 0068L-OF-016.00, 0068L-OF-015.00, 0068L-OF-013.00, & 0068L-OF-011.00;
 2. That TM#s 0068-00-045.00 is currently zoned LI District and TM#s 0068L-OF-016.00, 0068L-OF-015.00, 0068L-OF-013.00, & 0068L-OF-011.00 the are currently zoned GB District; and
 3. The above subject parcels are proposed to be rezoned INS District;
 4. That the subject property has a Future Land Use designation of Urban, and a Community Type of Walkable Neighborhood; and
 5. That the proposed INS District is generally consistent with the surrounding area which is comprised of INS and GB Districts.
-

ATTACHMENTS:

1. Rezoning Applications
2. Location Map/ Zoning Map

STAFF CONTACT:

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

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-0812 Sharp*

Contact Person / Sponsor: A. Davis

Department: Planning

Date Requested to be on Agenda: 6/21/2022

Issue for Consideration:

Application by Michelle Sharp on behalf of owner R. B. Grisham/Grisham Family LLC to rezone approximately 1.863 acres at 7580 Charlotte Highway (TM#0016-00-027.01) from Neighborhood Business (NB) to General Business (GB) to allow potential tenants of existing shopping center use/sale of alcohol, beer, craft beer, and wine.

Points to Consider:

The parcel proposed to be rezoned is currently used as a 10-unit commercial property. Access is currently and will continue to be provided by Highway 521 (Charlotte Highway). Current and recent tenants of the commercial units include wellness/medical offices, attorneys' offices, salons/barber shops, a bar, and restaurant.

Recommendation:

Staff recommends **approval** of the request to rezone 1.863 acres (TM# 0016-00-027.01) from Neighborhood Business (NB) District to General Business (GB) District.

ATTACHMENTS:

Description	Upload Date	Type
Planning Staff Report	6/14/2022	Planning Staff Report
Exhibit 1: Application	6/14/2022	Exhibit
Exhibit 2: Zoning Map	6/14/2022	Exhibit

PROPOSAL: Request to rezone 1.863 acres of property

PROPERTY LOCATION: 7580 Charlotte Highway (TM# 0016-00-027.01)

CURRENT ZONING DISTRICT: Neighborhood Business (NB) District

PROPOSED ZONING DISTRICT: General Business (GB) District

APPLICANT: Michelle Sharp

OWNER: R.B. Grisham/Grisham Family LLC

COUNCIL DISTRICT: District 7, Brian Carnes

STATUTORY NOTICES: Sign(s) posted May 18, 2022 at 7580 Charlotte Hwy (see photos)
Hearing notice published June 4-5, 2022 in The Lancaster News
And June 8, 2022 in Carolina Gateway
Mailed notices June 6, 2022
Posted agenda in lobby June 14, 2022

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel 1.863 acres in size. The intent is to allow a new wine bar which falls into the “Bar/Tavern/Brew Pub” use in one of the tenancies. This rezoning would also bring two existing businesses closer to conformance.

Site Information

The parcel proposed to be rezoned is currently used as a 10-unit commercial property. Access is currently and will continue to be provided by Highway 521 (Charlotte Highway). Current and recent tenants of the commercial units include wellness/medical offices, attorneys’ offices, salons/barber shops, a bar, and restaurant.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by RB and LDR zoned properties, with a few INS and other commercial districts represented.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	PB	Professional Services
South	Lancaster County	NB	Business Support Services
East	Lancaster County	LDR	Residential/Agricultural
West	Lancaster County	INS/RB	Church/Apartments

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently in the NB District. Pursuant to UDO Chapter 2.3, the NB District *is generally located on thoroughfares and provides opportunities for the provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.*

Requested GB

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

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RB and LDR Districts. The surrounding uses are primarily commercial in nature. The existing structure was constructed in 2005 and was zoned B2 prior to the 2016 county-wide rezoning.

Conformance Status

The property's use is currently commercial in nature. If the rezoning were to be approved (changing the zoning district to General Business) the desired use would be allowed as a Conditional Use, which is not permitted under NB. The applicant would be required to proceed through the Conditional Use process prior to beginning any internal up-fit related construction.

RELATIONSHIP TO PUBLIC PLANS

The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, and corresponds to the Suburban Commercial Center Type. The adopted Comprehensive Plan states that Suburban Commercial Centers *"serve the daily needs of surrounding residential neighborhoods. They typically locate near high-volume roads and key intersections, and are designed to be accessible primarily by automobile. ...Common types of suburban centers in the region include multi-tenant strip centers, big box stores, small outparcels with drive-though, and large shopping malls."* The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

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

The requested GB District is consistent with Neighborhood Mixed-Use Future Land Use Category.

Suburban Commercial Center: Land Use Considerations		
Small supermarket	Convenience Store	Large supermarket
Drug store	Bank	Restaurant
Big Box commercial	Hotel	Professional Office
Call center	Medical Office	Fire Station

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request at this time. If a commercial use proposed to move on to this property which would create more than 50 peak hour trips to or from this location a TIA may be required as part of their site plan submittal.

Public Utilities

Public water and sewer are currently serving this site.

Public Schools

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

PHOTOS OF PROJECT AREA:



Subject Property is visible on the right side of the photo above (Public Notice visible).



Aerial view looking north on Hwy 521: Subject parcel can be seen outlined in yellow.



Aerial view looking east: Subject parcel can be seen in the lower right corner.

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 1.863 acres (TM# 0016-00-027.01) from Neighborhood Business (NB) District to General Business (GB) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0016-00-027.01;
 2. That the subject property is currently zoned NB District and proposed to be rezoned GB District;
 3. That the rezoning would assist in resolving existing non-conforming uses;
 4. That the subject property has a Future Land Use designation of Neighborhood Mixed-Use, and a Community Type of Suburban Commercial Center; and
 5. That the proposed GB District is generally consistent with the surrounding area which is comprised of RB and LDR Districts.
-

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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



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 7580 Charlotte Highway
City Fort Mill State SC Zip 29707 Tax Parcel ID 0016-00-027-01

Current Zoning NB Current Use Retail Shopping Center

Proposed Zoning GB Total Acres 1.863

Project Description Existing shopping center wants approval for use/sale of alcohol, beer, craft beers, wine

Surrounding Property Description Retirement Community to the West, Church to the West, Law Firm to the North, IT/Computer Services to the South and a vacant lot to the East

CONTACT INFORMATION

Applicant Name Michelle Sharp
Address 1209 Missouri Avenue
City West Plains State MO Zip 65775 Phone 417-317-5332
Fax 417-351-2613 Email msharp@rbgpropertiesllc.com

Property Owner Name R. B. Grisham - Grisham Family, LLC
Address 1103 East Battlefield
City Springfield State MO Zip 65804 Phone 417-293-5778
Fax _____ Email rbgrisham@theoverlandgroup.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.

Michelle Sharp

Applicant

4/7/22
Date

[Signature]

Property Owner(s)

4/7/22
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

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.

Thursday, April 7, 2022

To Whom It May Concern,

I, RB Grisham, Grisham Family, LLC, do authorize Michelle Sharp to file an application for a Zoning Map Amendment for the following property:

Southend Plaza

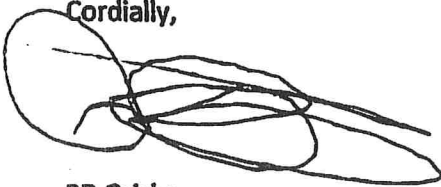
7580 Charlotte Hwy, Fort Mill, SC 29707

Parcel ID 0016-00-027-01

We would like the Zoning Map changed from a NB business to a GB business district.

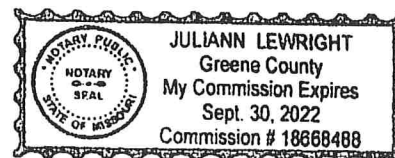
Thank you.

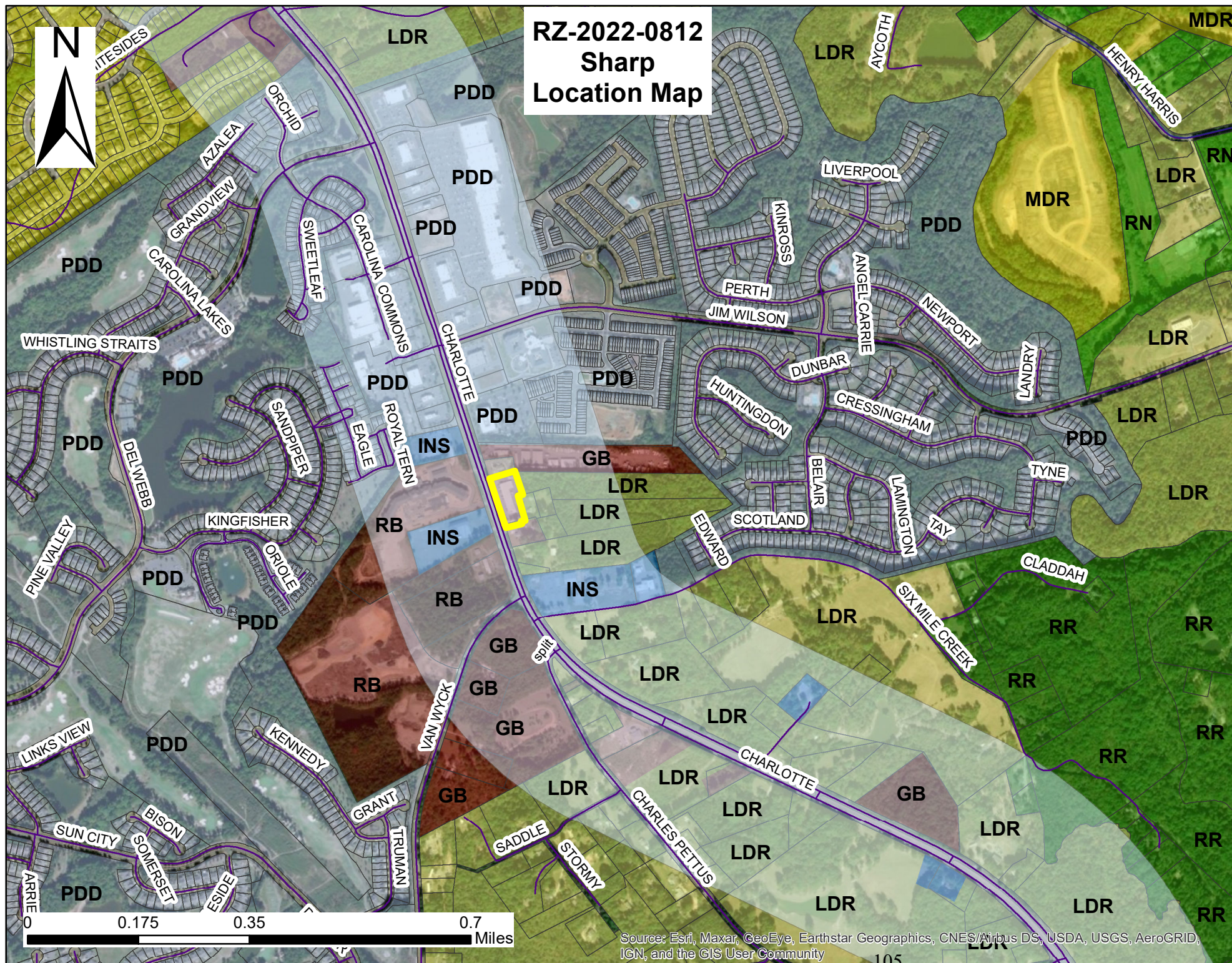
Cordially,



RB Grisham

Grisham Family, LLC





Agenda Item Summary

Ordinance # / Resolution #: July 19: Officer Elections

Contact Person / Sponsor: J. Bryan

Department: Planning

Date Requested to be on Agenda: 6/21/2022

Issue for Consideration:

Points to Consider:

Recommendation: