

Council Members

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



County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

June 15, 2021

4:00 PM

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

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

AGENDA

1. **Call to Order - Vice-Chairman Brian Carnes**
2. **Welcome and Recognition - Vice-Chairman Brian Carnes**
3. **Pledge of Allegiance and Invocation - Council Member Billy Mosteller**
4. **Approval of Agenda**
[deletion and additions of non-substantive matter]
5. **Citizens Comments**

[While in-person Citizens Comments are not currently suspended, due to public health and safety considerations and the need for continued social distancing, the County is strongly encouraging citizen input and comments be submitted in writing prior to the meeting. Comments may be submitted via mail to ATTN: Sherrie Simpson, Post Office Box 1809, Lancaster, SC, 29721, by email to Sherrie Simpson at ssimpson@lancastersc.net or by online submission by selecting the "Citizens Comments" quick link located on the County website homepage at <https://www.mylancastersc.org/> Comments must be no longer than approximately 3 minutes when read aloud. Comments received will be acknowledged during the Citizens Comments portion of the meeting. Comments will need to be received prior to 4:00 p.m. on the day before the meeting. Please use the same link above in order to submit input/comments for Public Hearings.]

6. **Discussion and Action Items**

- a. Discussion of the Development Agreement for Pedcor Investments (DA-20202973) - Rox Burhans
- b. Discussion of Ordinance 2021-1728 regarding Amending the Unified Development Ordinance (UDO) for Outdoor Shooting Ranges/Turkey Shoots
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited To Specific Districts; And Section 5.12.4, Temporary Uses With Specific Requirements; To Modify Those Zoning Districts In Which An Outdoor Shooting Range Is A Permissible Use And To Modify Those Regulations Concerning How An Outdoor Shooting Range May Be Permitted, As Well As Providing For Turkey Shoots As A Temporary Use In Certain Zoning Districts And The Standards By

Which Turkey Shoots May Be Approved. - *Planning Department Case Number: UDO-TA-2020-2957. Planning Commission recommended approval by a vote of 5-2. Passed 6-0 at the April 12, 2021 County Council Meeting (Terry Graham Abstained). Deferred to the Committee of the Whole for Discussion at the April 26, 2021 County Council Meeting. - Rox Burhans*

- c. Future Committee of the Whole Meetings - Steve Willis
- d. Update on the Keep Lancaster County Beautiful Board - Highlights and Goals from the First Year - Mandy Catoe

7. **Citizen Comments**

[If Council delays until end of meeting]

8. **Adjournment**

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

*Meetings are live streamed and can be found by using the following link:
<https://www.youtube.com/channel/UCgSIMrcYjcYcu1m-e6TV54w>*

Agenda Item Summary

Ordinance # / Resolution #: DA-2020-2973 Pedcor Investments

Contact Person / Sponsor: Katie See/Senior Planner

Department: Planning

Date Requested to be on Agenda: 6/15/2021

Issue for Consideration:

Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

Points to Consider:

See Staff Report

Funding and Liability Factors:

Council Options:

Recommendation:

See Staff Report

ATTACHMENTS:

Description	Upload Date	Type
Committee of the Whole Memo	5/21/2021	Exhibit
Staff Report	5/11/2021	Planning Staff Report
Draft DA	5/11/2021	Exhibit
Mixed-Use Master Development Plan	5/21/2021	Exhibit
TIA Conclusion	5/21/2021	Exhibit

PROPOSAL: Application by Pedcor Investments, LLC to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM #'s 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

The intent of this request is to rezone 9425 Charlotte Highway from General Business (GB) to Mixed-Use (MX) District. The intent is to develop the property with 216-workforce affordable apartments and two office buildings totaling 28,800 sf in size. According to the applicant, resident income would be limited to 60% of the annual area median income in the Lancaster County area. The office buildings will face US-521, while the apartment buildings will be located behind the office buildings and extend along the property.

The DA does not explicitly state that the mixed-use development will consist of office buildings as the use in addition to the apartments. This should be memorialized within the DA.

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).

COMMUNITY FACILITY NEEDS:

There are no facility needs identified at this time.

PRIOR ACTIONS:

The Development Agreement was reviewed by the Planning Commission at their meeting on May 18, 2021, where the Commission recommended denial by a vote of 3-1.

PROPOSAL:	Application by Pedcor Investments to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 216-unit apartment development located on approximately 33.10 acres of land at 9425 Charlotte Highway (TM # 0008-00-077.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2973 and Master Development Plan MXU-2020-2973.
COUNCIL DISTRICT:	District 7, Brian Carnes

Pedcor Investments has requested to rezone a 33.10 acre parcel from General Business (GB) to Mixed Use (MX) District (*see Staff Report for RZ-2020-2973*). This proposal is for a 216-unit workforce apartment development with two office buildings. The DA does not explicitly state that the mixed-use development will consist of office buildings as the use in addition to the apartments.

Unified Development Ordinance (UDO) Section 9.2.18.A.3, Development Agreements (DA) are required for all land development projects that seek rezoning to a mixed-use zoning district.

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 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 in July, 2021 (first reading of the ordinance). The Development Agreement does not include any proposed impact fees, which will be discussed with County Council.

DRAFT

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

STATE OF SOUTH CAROLINA) DEVELOPMENT AGREEMENT

COUNTY OF LANCASTER)

This **DEVELOPMENT AGREEMENT** (the “Agreement”) is made and entered into as of the _____ day of [DATE OF THIRD READING APPROVAL], 2021 (“Agreement Date”), by and among Pedcor Investments, A Limited Liability Company, a Wyoming company (“Developer”), and the **COUNTY OF LANCASTER** (the “County”), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer has obtained the right to acquire certain real property consisting of approximately 31.25 acres, more or less, located in the County and known as the Hawthorn Hills Apartment Homes development and more fully described in Section 1.04 of this Agreement (“Property”) and thus has an equitable interest therein;

WHEREAS, Developer has submitted an application to the County requesting that the Property be developed under the Mixed-Use (MX) District;

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

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

WHEREAS, in connection with the proposed development, Developer and County recognize that the scope and term of the planned development under this Agreement accomplish the statutory aims of comprehensive, orderly planning and development within the County, thus

providing benefits to the citizens of the County and providing public benefits through, among other things, the donation of funds or financing of those public facilities and services described and identified in this Agreement.

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

ARTICLE I

GENERAL

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

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

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

(2) “Agreement” means this Development Agreement.

(2A) “Agreement Date” means ____ [DATE OF THIRD READING APPROVAL] ____, 2021.

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

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

(5) “Developer” means Pedcor Investments, A Limited Liability Company, a Wyoming limited liability company, and its successors in title to the Property who undertake Development of the Property or who are transferred Development Rights.

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

(7) “Laws and Land Development Regulations” means the County’s current applicable rules and regulations governing development of real property in force and effect as of

the Agreement Date, including the UDO as amended through the Agreement Date, as set forth on Exhibit "D" hereto.

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

(9) "Ordinance No. 2021-_____" means Ordinance No. 2021-_____ of the County, zoning the Property Mixed-Use (MX) District, a copy of which is attached hereto as Exhibit ____ "____".

(10) "Ordinance No. 2021-_____" means Ordinance No. 2021-_____ of the County approving this Agreement, a copy of which is attached hereto as Exhibit "____".

(11) "Parties" means County and Developer.

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

(13) "UDO" means Ordinance No. 309, as amended to be the most current adopted version on file with County.

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

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

Section 1.04. Property. This Agreement applies to one parcel of land identified as Tax Map Nos (0008-00-077.00) and is reflected in Exhibit A (legal descriptions), attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

Section 1.05. Zoning. The Property is currently zoned General Business (GB) and is anticipated to be rezoned Mixed-Use (MX) pursuant to Ordinance No. 2021-_____.

Section 1.06. Development Program.

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

(B) All lots for the Development must meet all standards contained in the most current version of the UDO as of the Agreement Date, unless otherwise modified by this Agreement. Subject to Section 3.01(D) of this Agreement, in the event of conflict between the standards contained in the UDO that is effective as of the Agreement Date of this Agreement and this Agreement, the terms of the UDO control. The Development Program is set forth in Exhibit "D".

Section 1.07. Development Schedule.

(A) The estimated development schedule for the Property is set forth on Exhibit “B”, 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 when Developer acquires title to or development rights for the Property, and (ii) will develop the Property in accordance with the terms and conditions of this Agreement.

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

(C) The County represents that prior to the final reading of Ordinance No. 2021-____ 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 and that the highlands equal Twenty-Nine and one half (29.5) acres.

(B) Developer represents that, as of the Agreement Date, it has contractual rights to acquire the Property.

(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 and the UDO. 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 Exhibit D to this Agreement, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety, shall govern all aspects of the development of the Property, according to the terms and standards as stated in this Agreement, for the term of this Agreement.

(C) The Developer has a vested right to proceed with the development of the Property in accordance with the zoning classification set forth in Ordinance No. 2021-_____, the UDO and the terms of this Agreement when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as Sections 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.

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

(A) It is recognized that laws and regulations will periodically change. County may apply laws adopted after the execution of this Agreement to the development of the Property unless said adopted laws prevent development in the manner set forth 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 Regulations governing the Agreement and do not prevent the development of the Property set forth in this Agreement; (2) the proposed subsequent laws or land development regulations are essential to the public health, safety, or welfare and the proposed subsequent laws or land development regulations expressly state that they apply to a development that is subject to a development agreement; (3) the proposed subsequent laws or land development regulations are specifically anticipated and provided for in this Agreement; (4) substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement which changes, if not addressed by the County, would pose a serious threat to the public health, safety, or welfare; or (5) this Agreement is based on substantially and materially inaccurate information supplied by Developer.

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

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

(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. Payment for School District. Developer agrees to pay Lancaster County _____ Thousand Dollars (\$ xxxxx.xx) per planned housing unit to offset the impact of the development upon the Lancaster County School District. The school district payment shall be made in a lump sum payment of XXXXXXX and shall be paid on or before _____.

Section 4.01B. Funds for Public Safety. Developer agrees to pay Lancaster County _____ Million _____ Hundred _____ Thousand _____ and no/100 Dollars (\$ _____) at the earlier of either _____ or the closing on the sale of any of the parcel of real property that are subject to this agreement (the "Public Safety Payment").

Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, and emergency medical services in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council. As used in this section “Developer” means Pedcor Investments, A Limited Liability Company and does not include its successors and assigns but does include any corporate entity related to Pedcor Investments, A Limited Liability Company that is formed for the purpose of holding title to the Property.

Section 4.01C. Public Safety or Fire District.

(A) Developer and County agree to create a special tax district or fire protection district consisting of the Property (the “District”). The purpose of the district is to provide a method for paying for enhanced public safety services or fire protection services to the Development through the imposition of rates and charges, including but not limited to, uniform charges in the District.

(B) Developer and County agree that the approving Ordinance for the district shall provide, among other things, that:

- (1) Council shall annually provide for the imposition of a rate or charge within the District for the purpose of funding permanent improvements and capital expenditures, including buildings, equipment and infrastructure as needed for the services provided and to pay directly or indirectly debt service on general obligation bonds, leases or other forms of indebtedness allowed by law. If the revenue from the rate or charge exceeds the amount necessary for indebtedness purposes, then the excess revenue may be used for the operation and maintenance of the District.
- (2) the maximum level of the rates or charges authorized to be levied and collected annually in the District is ninety dollars (\$90.00) per equivalent residential unit (ERU). The maximum level of the rate or charge shall be increased annually by the increase in the average of the twelve-monthly consumer price indices for the most recent twelve-month period consisting of January through December of the preceding calendar year, plus the percentage increase in the previous year in the population of the District as determined by the South Carolina Revenue and Fiscal Affairs Office, or its successor entity. If the average of the twelve monthly consumer price indices experiences a negative percentage, the average is deemed to be zero. If the District experiences a reduction in population, the percentage change in population is deemed to be zero. The exact ERU amount will be set annually by the County Council. For purposes of billing and collection, the rates or charges for each parcel within the District will be certified by the County Assessor to the County Auditor, to be placed on the respective County tax bills for the affected parcels, beginning with the _____ tax bills, to be collected with and in the same manner as all other taxes and uniform service charges. For the _____ tax bills, the exact ERU amount is set at [seventy-five dollars (\$75.00)]. The rates or charges are a charge against and run with the parcels of real property located

in the District. The ERU for specific properties will be determined using the following conversion table:

<u>Lane Use</u>	<u>Conversion Table</u>
Single Family Detached Housing	One Dwelling Unit per ERU
Multi-Family Housing	One Dwelling Unit per ERU
All Uses Other than Single and Multi-Family	One ERU for each 2500 square feet or fraction thereof

No annual rate or charge may be imposed on property unless the property has a structure on it. For new structures, imposition of the annual rate or charge begins when a certificate of occupancy is issued, and the structure becomes taxable for property tax purposes.

- (3) Monies collected from the annual rate or charge may be used only as provided in subsection (B)(1) of this section. Revenues from the rate or charge shall be deposited in a special fund, separate and distinct from all other funds of the County. Monies in the special fund may be expended only pursuant to appropriation by the County Council and in accordance with the terms of the approving ordinance. Any unexpended balance in the special fund at the end of any fiscal year shall be carried forward into the next fiscal year and expended for the same purposes.

(C) Developer agrees to reimburse the County, within thirty (30) days of request by the County for reimbursement, for the County's reasonable actual costs incurred related to the creation of the District. The foregoing cost reimbursement is capped at five thousand dollars (\$5000.00) and is limited to County payments to third-party vendors and service providers.

Section 4.02. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than _____, 2021, 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 located 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 by the use of 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: Pedcor Investments, A Limited Liability Company
Attn: Michael S. Byron
770 Third Avenue, S.W.
Carmel, IN 46032

With a Copy to: Pedcor Investment, A Limited Liability Company
Attn: Susan E. Krohne
770 Third Avenue, S.W.
Carmel, IN 46032

Section 5.02. Amendments.

(A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. 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 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 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. County may assign its rights, obligations, duties and responsibilities devolved by this Agreement on or to the County to any other person, firm, corporation, or entity.

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 or any affiliate of Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., _____, 2022, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

(A) Agreements to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. 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:

Pedcor Investments, A Limited Liability Company,
a Wyoming company

By: _____
Name: Michael S. Byron
Title: V.P. – Development

Date: _____

By: _____

Date: _____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: _____

By: _____
Larry Honeycutt, Secretary, County Council

Date: _____

23

EXHIBIT A

Tract 1:

ALL that piece, parcel or tract of land, lying, being and situate on the West side of U.S. Highway No. 521 about twenty two miles North of the Town of Lancaster in Indian Land Township, Lancaster County, South Carolina, containing 3.7 acres, more or less, and is more particularly shown and described by courses and distances on a Plat of Survey made by W.C. White, Surveyor, dated August 31, 1953, recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, in Plat Book 7 at page 36, as follows, to-wit: COMMENCING at a point in the center of line of U.S. Highway No. 521 298.8 feet from the corner of Jim Rogers property and running thence with the center line of U.S. Highway No. 521 S 12 E. 399.4 feet to a point; thence S 10-3/4 E 100 feet to a point; thence S 9 E 100 feet to a point; thence at an angle N 89 W 372.4 feet to a corner; thence at an angle N 22 E 333.5 feet to a point; thence N 12 1/2 E 144.5 feet to a point; thence N 36 1/2 E 162.8 feet to the beginning point or corner; bounded on the North, South and West by other lands of Mrs. M. L. Davidson and on the East by U.S. Highway No. 521.

Tract 2:

ALL that piece, parcel or tract of land, lying, being and situate in Indian land Township, Lancaster County, South Carolina, on the West side of Highway Number 521, containing 32.8 acres, more or less, designated as Tract Number Three on a Plat of Subdivision entitled "Map of property of Mrs. M. Lavinia Davidson", dated September 17, 1957, made by W.C. White, Surveyor, recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, in Plat Book 19 at Page 97, reference to which plat is made for a more particular description.

Less and except from the above described Tracts 1 and 2 is that property conveyed by Deed of Lavinia S. Lynch to Dallas Stephenson dated January 5, 1984, and recorded January 6, 1984 in Book E6, Page 5671, of the Register of Deeds of Lancaster County, South Carolina.

Tract 3:

All that certain piece, parcel or lot of land lying, being and situate in Indian Land Township, Lancaster County, South Carolina, west of U.S. Highway 521 north of the City of Lancaster, being shown, described and designated as Lot 3 (0.78 acre) on plat of survey entitled "LAVINIA S. LYNCH" dated October 18, 1982, made by BRADFORD M. HUCKS & SON, recorded as Plat # 6195 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference made a part hereof.

AS-SURVEYED LEGAL DESCRIPTION:

That certain tract or parcel of land situated, lying and being in Indian Land Township, Lancaster County, South Carolina, and being more particularly described as follows:

BEGINNING at an existing iron rod on the westerly margin of the right-of-way of Charlotte Highway (U. S. Highway 521 – variable width public right-of-way), said iron being on the southerly line of the Carol S. Bailey property as described in Deed Book 216, Page 42 of the Lancaster County, South Carolina, Public Registry, said iron being furthermore located South 08°22'37" East a distance of 4,225.89 feet (ground distance) from South Carolina Geodetic Survey Control Monument "Scotts" (NAD 83-2011 Coordinates N: 1,153,184.41 feet; E: 2,043,142.85 feet; Combined Grid Factor: 1.00003742), and runs

thence from said BEGINNING point with the southerly line of the Bailey property as referenced above North 32°30'07" East a distance of 80.52 feet to a point in Charlotte Highway; thence with a line in Charlotte Highway the following seven (7) courses and distances: 1.) South 12°22'10" East a distance of 404.37 feet to a point; 2.) South 09°53'41" East a distance of 100.00 feet to a point; 3.) South 08°08'41" East a distance of 100.00 feet to a point; 4.) South 08°12'36" East a distance of 75.87 feet to a point; 5.) South 04°58'41" East a distance of 201.01 feet to a point; 6.) South 01°49'40" East a distance of 204.06 feet to a point; 7.) North 83°36'23" West a distance of 106.14 feet to an existing iron rod on the westerly margin of the right-of-way of Charlotte Highway, said iron being the northeasterly corner of the Bobby and Brenda Little property as described in Deed Book D13, Page 124 of said Registry; thence with Little's line the following two (2) courses and distances: 1.) North 83°36'23" West a distance of 119.91 feet to an existing iron rod; 2.) South 66°23'09" West a distance of 421.17 feet to an existing iron rod at the northeasterly corner of the Dallas C. Stephenson property as described in Deed Book A6, Page 307 of said Registry; thence with Stephenson's northerly line the following two (2) courses and distances: 1.) South 66°22'23" West a distance of 188.98 feet to an existing iron rod; 2.) South 85°02'44" West a distance of 372.27 feet to an existing iron rod at the northeasterly corner of the Melanie and Robert Bryant property as described in Deed Book 487, Page 276 of said Registry; thence with Bryant's northerly line the following three (3) courses and distances: 1.) South 50°57'53" West a distance of 239.73 feet to an existing iron rod; 2.) North 26°22'42" West a distance of 99.95 feet to an existing iron rod; 3.) North 76°25'27" West a distance of 61.17 feet to a capped existing iron rod at the northeasterly corner of the Denis and Anca Pista property as described in Deed Book 1167, Page 121 of said Registry; thence with the northerly line of the Pista tract the following two (2) courses and distances: 1.) North 07°13'34" West a distance of 46.30 feet to an existing iron rod; 2.) North 57°13'08" West a distance of 189.63 feet to an existing iron rod at the northeasterly corner of the David L. Whiting property as described in Deed Book 827, Page 319 of said Registry; thence with Whiting's northerly line the following sixteen (16) courses and distances: 1.) North 81°59'34" West a distance of 29.65 feet to an existing iron pipe; 2.) North 08°17'56" East a distance of 13.10 feet to a point in a creek branch; 3.) North 87°40'32" West a distance of 24.29 feet to a point in a creek branch; 4.) North 79°22'33" West a distance of 34.29 feet to a point in a creek branch; 5.) South 76°49'31" West a distance of 10.22 feet to a point in a creek branch; 6.) North 32°08'56" West a distance of 20.01 feet to a point in a creek branch; 7.) South 33°06'41" West a distance of 38.90 feet to a point in a creek branch; 8.) North 45°31'45" West a distance of 36.69 feet to a point in a creek branch; 9.) North 80°18'26" West a distance of 96.57 feet to a point in a creek branch; 10.) North 35°55'52" West a distance of 19.91 feet to a point in a creek branch; 11.) North 47°20'00" West a distance of 29.00 feet to a point in a creek branch; 12.) North 18°02'18" West a distance of 15.49 feet to a point in a creek branch; 13.) North 37°57'22" West a distance of 19.13 feet to a point in a creek branch; 14.) North 71°35'13" West a distance of 9.81 feet to a point in a creek branch; 15.) South 21°45'34" West a distance of 15.19 feet to a point in a creek branch; 16.) South 09°08'09" East, and passing an existing iron rod at 14.19 feet, for a total distance of 129.49 feet to an existing iron rod at the northeasterly corner of the Craig and Rebeca Drozd property as described in Deed Book 1097, Page 339 of said Registry; thence with the line of the Drozd property South 87°25'02" West a distance of 230.89 feet to an existing iron rod; thence with another line of the Drozd property as referenced above, and continuing with the northerly line of the Dallas C. Stephenson property as described in Deed Book A6, Page 307 of said Registry, South 87°26'14" West a distance of 354.78 feet to an existing iron rod; thence continuing with the northerly line of the Dallas C. Stephenson property as referenced above the following two (2) courses and distances: 1.) South 57°05'52" West a distance of 60.21 feet to an existing iron rod; 2.) North 69°01'28" West a distance of 409.10 feet to an existing iron rod on the easterly line of the Grace H. Hucks property as described in Deed Book M11, Page 59 of said Registry; thence with Hucks' easterly line North 01°23'09" West a distance of 391.47 feet to an existing iron rod at the southwesterly corner of the SRAM 1, LLC property as described in Deed Book 1346, Page 183 of said Registry; thence with the southerly line of the SRAM1, LLC property North 68°33'30" East a distance of 31.11 feet to an existing

iron rod at the corner of the Carol S. Bailey property as described in Deed Book 216, Page 42 of said Registry; thence with Bailey's line the following eight (8) courses and distances: 1.) South 60°18'59" East a distance of 428.00 feet to a capped existing iron rod; 2.) South 81°20'05" East a distance of 296.79 feet to an existing "X" in a 10" Gum tree; 3.) North 77°01'23" East a distance of 341.02 feet to an existing iron rod; 4.) North 76°36'41" East a distance of 738.38 feet to an existing iron rod; 5.) North 76°36'59" East a distance of 799.51 feet to an existing iron rod; 6.) North 25°45'37" East a distance of 333.22 feet to an existing iron rod; 7.) North 08°43'11" East a distance of 144.70 feet to an existing iron rod; 8.) North 32°30'07" East a distance of 82.28 feet to the point and place of BEGINNING; containing 1,397,084 square feet or 32.073 acres, more or less, as shown on a survey by James Mauney & Associates, P.A. dated October 14, 2020, as revised (Map File F-2116).

Exhibit B

Development Schedule

<u>Years</u>	<u>Residential</u>
1	0 units
2	216 units
3	___ units
4	___ units
Total	___ units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 216 residential units.

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Exhibit C 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, Pedcor Investments, A Limited Liability Company, a Wyoming for-profit company, is the legal and equitable owner of the Property, except to the extent that Developer has contractual rights to acquire the Property.

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

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

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

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

(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, 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.*

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

(L) *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.*

(M) *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 Section 3.01(B) and Exhibit D.*

(N) *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.*

(O) *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.*

(P) *a provision [relating to the amendment, cancellation, modification or suspension of the agreement]. See Section 5.02.*

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

(R) *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.*

(S) *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.*

(T) *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).*

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

Exhibit D
Laws and Land Development Regulations

1. Ordinance No. 2021-_____ zoning the Property Mixed-Use (MX) District.
2. Ordinance No. 2021-_____, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
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 the UDO has been signed by the Parties and is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Article V, Chapter 26, Lancaster County Code of Ordinances, Road Construction Standards.

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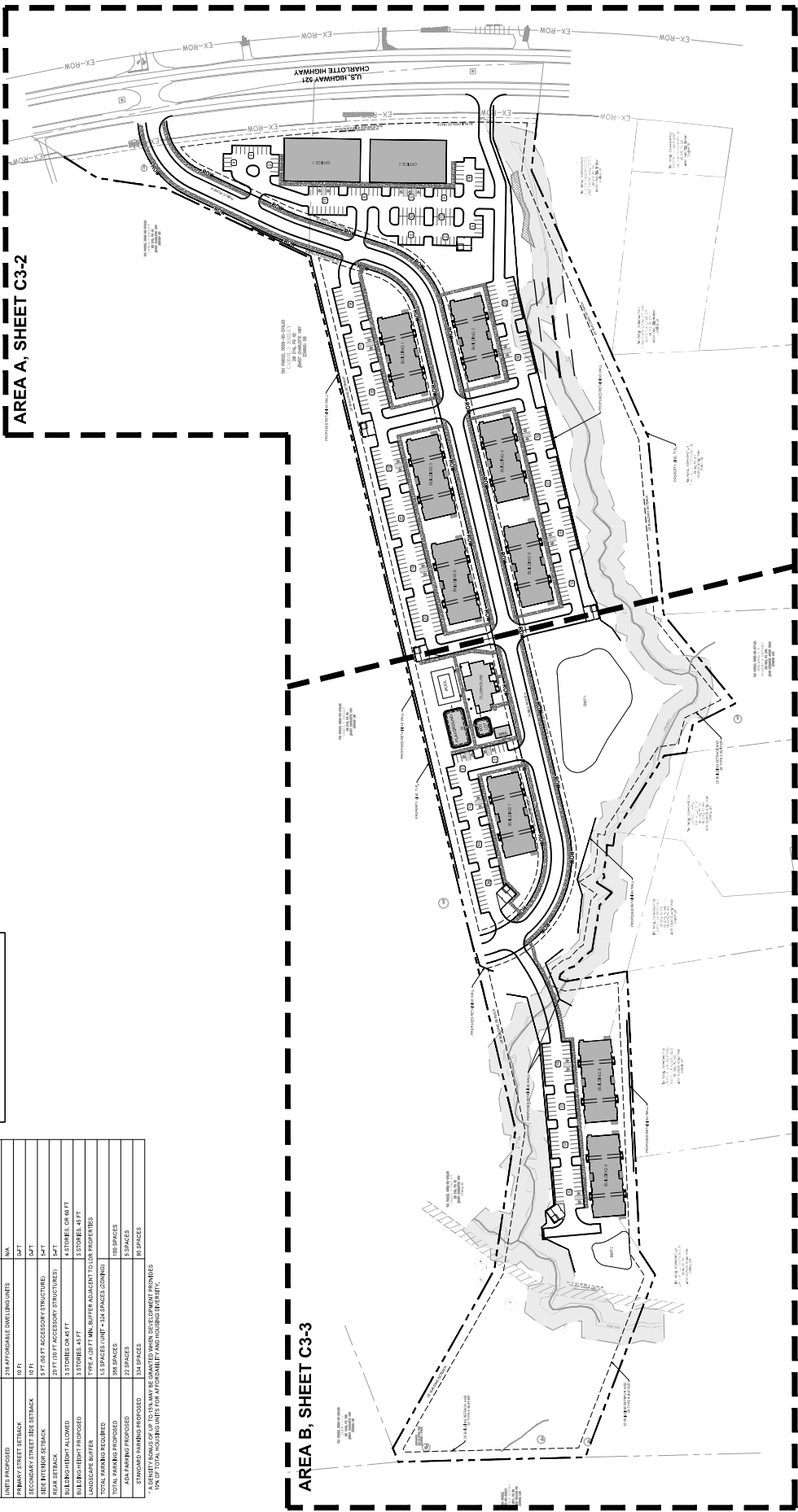
OVERALL SITE PLAN

NOT FOR CONSTRUCTION

Kimley»Horn

[illegible]

AREA A, SHEET C3-2



GENERAL NOTES

1. SEE 'GENERAL NOTES' SHEET FOR SITE GENERAL CONSTRUCTION NOTES, PAVING, STIPPLING, GRADING, AND ZONING NOTES.
2. SEE EXISTING CONDITIONS FOR COMPLETE BOUNDARY DESCRIPTION.
3. SEE EXISTING CONDITIONS SHEET FOR ZONING AND SETBACKS.
4. SEE SITE DETAILS SHEETS FOR DETAILS REFERENCED ON THE SITE PLANS.
5. ALL DIMENSIONS SHOWN ARE MEASURED FROM THE FACE OF CURB TO FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS LABELED "EOP" ARE MEASURED FROM LP OF GUTTER TO LP OF GUTTER.
6. ALL RADII SHALL BE 3' UNLESS OTHERWISE NOTED

SITE LEGEND

STANDARD OUTPUT PAYMENT	
STANDARD OUTPUT PAYMENT + RENT	
STANDARD BUFFER	
OUTPUT RATIO VEHICLE	
PROPOSED CURVE AND OUTPUT	
PROPOSED PAYMENT COUNT	
PROPERTY LINE	
MAJOR HIGHWAY	
EXISTING RIGHT-OF-WAY	
PROPOSED RIGHT-OF-WAY	
SOUTH STREAM BUFFER	
OUTPUT STREAM	

SITE DATA TABLE

[illegible]

* A DENSITY BONUS OF UP TO 15% MAY BE GRANTED WHEN DEVELOPMENT PROVIDES 10% OF TOTAL HOUSING UNITS FOR AFFORDABILITY AND HOUSING DIVERSITY.



SITE PLAN
AREA A

NOT FOR CONSTRUCTION

Kimley-Horn & Associates, Inc.
200 SOUTH TRYON ST., SUITE 200, CHARLOTTE, NC 28202
PHONE: 704-333-5131

[illegible]

SITE DATA TABLE					
PARCEL ID	009A02277				
PANCL ACHTAGE	A TBS ACHTAGE				
FEMA PANEL	4805C007HE				
SITE OVERLAY	HIGHWAY CORRIDOR OVERLAY				
WATERSHED	CAKE CREEK CANYON				
CURRENT ZONING	GENERAL BUSINESS (GB)				
PROPOSED ZONING	RECREATION (RO)				
MIL RINGS ALLOWED					
MIL RINGS REQUIRED	12 TOTAL IN GARDEN STYLE L (LUMINOUS 2 GENERAL OFFICE).				
TREE PROTECTION PROPOSED					
DENSITY ALLOWED *	16 DUA				
DENSITY PROPOSED	7 DUA				
GARDEN STYLE MIL RINGS	GARDEN STYLE MIL RINGS				
TOTAL IN MIL RINGS PROPOSED	48.05 SF OR 17 CIRCULATORS				
UNITS PROPOSED	204 SF PROBABLE DWELLING UNITS				
PRIMARY STREET SETBACK	16 FT				
SECONDARY STREET SETBACK	16 FT				
-SEE INTERIOR SETBACK-	5-7 FT				
FEAR SETBACK	20 FT (NOT ACCESSORY STRUCTURES)				
BUILDING HEIGHT ALLOWED	5 STORIES OR 48 FT				
BUILDING HEIGHT PROPOSED	5 STORIES OR 47 FT				
MINIMUM LOT AREA	10,000 SQ FT				
TOTAL PARKING REQUIRE	13 SPACES (UNIT = 24 SPACE / ZONING)				
TOTAL PARKING PROPOSED	100 SPACES				
ADJ PAVING PROPOSED	22 SPACES				
STANDARD PARKING PROPOSED	98 SPACES				
GENERAL OFFICE MIL RINGS	NONE SP				

GENERAL NOTES

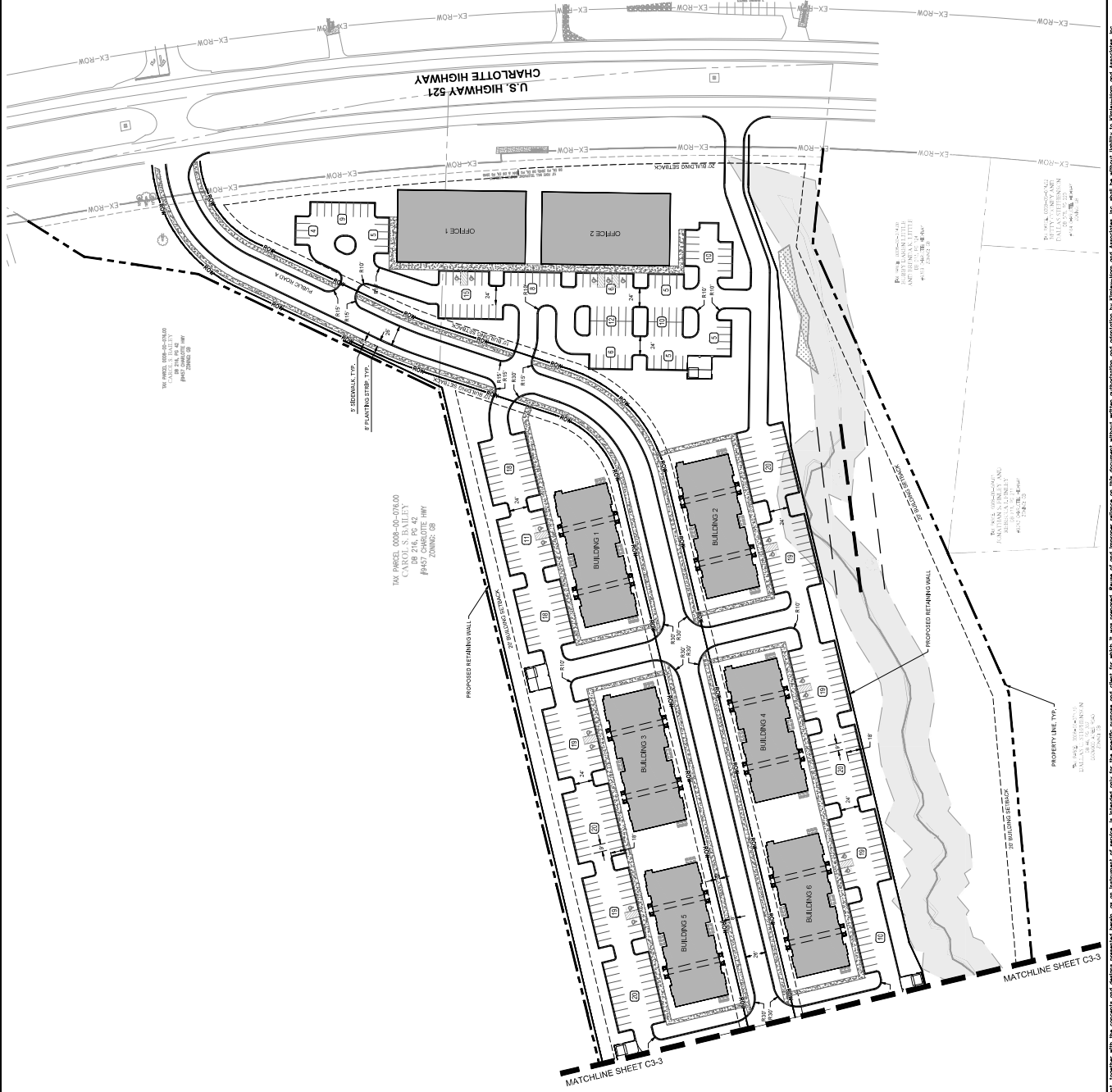
1. SEE "GENERAL NOTES" SHEET FOR SITE GENERAL CONDITIONS, CONSTRUCTION NOTES, PAVING, STRIPING, GRADING, AND CONFINEMENT NOTES.
2. SEE "GENERAL NOTES" SHEET FOR COMPLETE BOUNDARY DESCRIPTION, ADJOINING PROPERTIES, ZONING, AND USE.
3. SEE "SITE DETAILS" SHEETS FOR DETAILS REFERENCED ON THE SITE PLANS.
4. ALL DIMENSIONS SHOWN ARE MEASURED FROM THE FACE OF CURB TO FACE OF CURB, UNLESS OTHERWISE NOTED. DIMENSIONS OF GUTTERS ARE MEASURED FROM LIP OF GUTTER TO LIP OF GUTTER.
5. ALL ROWS SHALL BE 3' UNLESS OTHERWISE NOTED.

SITE LEGEND

STANDARD DUTY PAYMENT

DATE: 1/20/2010

ENTER TOP,
STANDARD

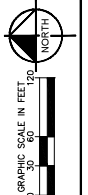


MATCHLINE SHEET C3-3

MATCHLINE SHEET C3-C4

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C3-3
SHEET NUMBER



South Carolina 611

HAWTHORN HILLS
APARTMENT HOMES
PREPARED FOR
PEDCOR INVESTMENTS
LANCASTER

SITE PLAN
AREA B

KH PROJECT
017046011
DATE: 03/03/21
SCALE: AS SHOWN
DESIGNED BY: ES/MF
CHECKED BY: MF

NOT FOR CONSTRUCTION

Kimley-Horn
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30 LICENSE #006066
WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY

- GENERAL NOTES**
1. SEE ALL NOTES ON SHEETS C3-1, C3-2, C3-3, C3-4, C3-5, C3-6, C3-7, C3-8, C3-9, C3-10, C3-11, C3-12, C3-13, C3-14, C3-15, C3-16, C3-17, C3-18, C3-19, C3-20, C3-21, C3-22, C3-23, C3-24, C3-25, C3-26, C3-27, C3-28, C3-29, C3-30, C3-31, C3-32, C3-33, C3-34, C3-35, C3-36, C3-37, C3-38, C3-39, C3-40, C3-41, C3-42, C3-43, C3-44, C3-45, C3-46, C3-47, C3-48, C3-49, C3-50, C3-51, C3-52, C3-53, C3-54, C3-55, C3-56, C3-57, C3-58, C3-59, C3-60, C3-61, C3-62, C3-63, C3-64, C3-65, C3-66, C3-67, C3-68, C3-69, C3-70, C3-71, C3-72, C3-73, C3-74, C3-75, C3-76, C3-77, C3-78, C3-79, C3-80, C3-81, C3-82, C3-83, C3-84, C3-85, C3-86, C3-87, C3-88, C3-89, C3-90, C3-91, C3-92, C3-93, C3-94, C3-95, C3-96, C3-97, C3-98, C3-99, C3-100, C3-101, C3-102, C3-103, C3-104, C3-105, C3-106, C3-107, C3-108, C3-109, C3-110, C3-111, C3-112, C3-113, C3-114, C3-115, C3-116, C3-117, C3-118, C3-119, C3-120, C3-121, C3-122, C3-123, C3-124, C3-125, C3-126, C3-127, C3-128, C3-129, C3-130, C3-131, C3-132, C3-133, C3-134, C3-135, 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C3-1564, C3-1565, C3-1566, C3-1567, C3-15

8.0 Conclusions

Based on the analyses contained herein, the following transportation improvements are recommended as developer mitigation:

US 521 and Northern Median Break/Access 1

- Construction of Access 1 to include a single ingress lane and egress lane with stop control.
- Construction of a northbound left-turn lane with a storage length of 150 feet.
- Construction of a southbound right-turn lane with a storage length of 100 feet.

US 521 and Access 2

- Construction of Access 2 to include a single ingress lane and single right-out egress lane with stop control.

Study Area Pedestrian and Bicycle Improvements

- Specific implications for pedestrian and bicycle accommodations along the site's US 521 frontage should be confirmed with Lancaster County staff, relative to the unfunded shared-use path proposed in the RFATS Bike Walk Plan.

The recommended developer mitigation is shown in **Figure 8.1**. The transportation improvements for the study intersections are subject to agency approval. All additions and attachments to the public roadway system shall be properly permitted, designed, and constructed in conformance to agency standards maintained, depending on jurisdiction.

LEGEND

→ Existing Lane

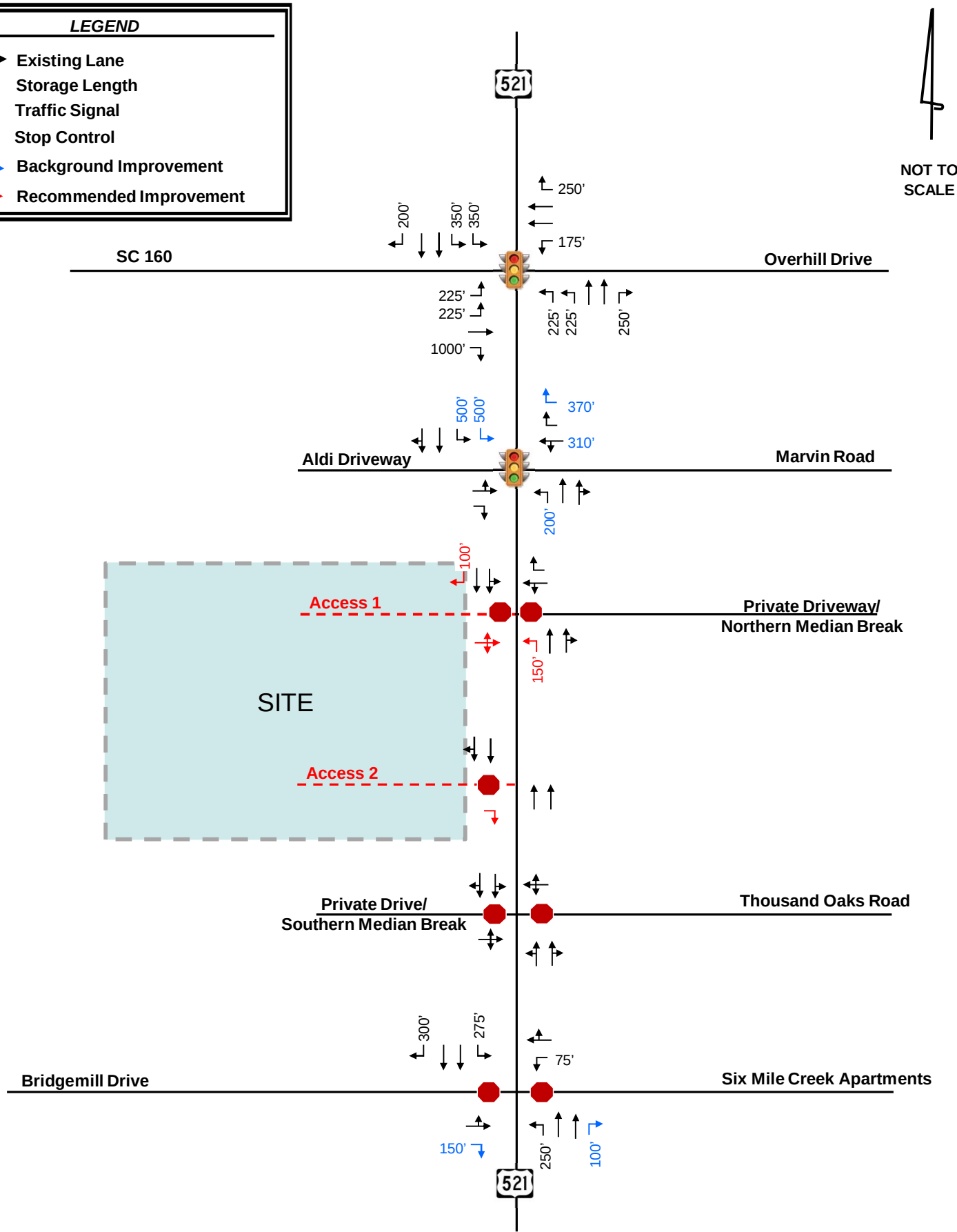
X' Storage Length

Traffic Signal

● Stop Control

→ Background Improvement

→ Recommended Improvement



Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1728 / Planning Case Number: UDO-TA-2020-2957

Contact Person / Sponsor: Robert Tefft, Senior Planner

Department: Planning

Date Requested to be on Agenda: 6/15/2021

Issue for Consideration:

Amend Unified Development Ordinance (UDO) Section 2.5.3, Section 5.5.12, Section 5.12.3 and Section 5.12.4 to modify those zoning districts in which an outdoor shooting range is a permissible use and to modify those regulations concerning how an outdoor shooting range may be permitted, as well as providing for turkey shoots as a temporary use in certain zoning districts and the standards by which turkey shoots may be approved.

The intent of the proposed ordinance is to expand opportunities where shooting may occur and to specifically address turkey shoots, which had been omitted from the 2016 UDO.

Points to Consider:

The following sections of the UDO are proposed to be amended:

Section 2.5.3, Use Table: Amend to allow Shooting Range, Outdoor as a permissible use in the Rural Residential (RR), Rural Neighborhood (RN) and Open Space Preservation (OSP) Districts, subject to approval of a special exception permit, and to remove the use from the Light Industrial (LI) and Heavy Industrial (HI) Districts.

Section 5.5.12, Shooting Range, Outdoor: Amend to revise the various standards for the use, including: expanding upon how the use may be approved in certain zoning districts; replacing the existing buffering and separation requirements with an enhanced setback requirement; and providing greater clarity to the other various provisions.

Section 5.12.3, Temporary Uses Limited to Specific Districts: Amend to allow Turkey Shoots as an allowable temporary use all zoning districts other than the PDD unless specifically allowed for as part of the PDD Ordinance or associated Development Agreement. There would be no maximum duration for each turkey shoot temporary use.

Section 5.12.4, Temporary Uses with Specific Requirements: Amend to state that turkey shoots shall be subject to compliance with S.C. Code Section 16-23-440, as amended, regarding discharging firearms. No further requirement or regulation is proposed.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the proposed text amendment.

Recommendation:

At its meeting of March 16, 2021, the Planning Commission voted 5-2 (Neely and Jones against) to recommend **approval** of the proposed text amendment. The Commission did suggest that further fine tuning of the ordinance may be needed by County Council. Several member of the public spoke on the proposed amendment with comments including, but not limited to, the 1/2 mile setback being excessive; that the hours of operation needing to be adjusted; reference to external documents; and separation distance needing to be clarified. The version of the text amendment attached addresses the concerns of the Planning Commission, as well as those expressed concerns of the public.

Staff recommends approval of the text amendment.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1728	6/11/2021	Ordinance
Ex 1: Text Amendment	4/6/2021	Exhibit
Staff Report	3/9/2021	Planning Staff Report
Ex 2: Repealed UDO Section 4.2.6	2/10/2021	Exhibit

STATE OF SOUTH CAROLINA

)

ORDINANCE NO. 2021-1728

COUNTY OF LANCASTER

)

)

AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (“UDO”) SECTION 2.5.3, USE TABLE; SECTION 5.5.12, SHOOTING RANGE, OUTDOOR; SECTION 5.12.3, TEMPORARY USES LIMITED TO SPECIFIC DISTRICTS; AND SECTION 5.12.4, TEMPORARY USES WITH SPECIFIC REQUIREMENTS; TO MODIFY THOSE ZONING DISTRICTS IN WHICH AN OUTDOOR SHOOTING RANGE IS A PERMISSIBLE USE AND TO MODIFY THOSE REGULATIONS CONCERNING HOW AN OUTDOOR SHOOTING RANGE MAY BE PERMITTED, AS WELL AS PROVIDING FOR TURKEY SHOTS AS A TEMPORARY USE IN CERTAIN ZONING DISTRICTS AND THE STANDARDS BY WHICH TURKEY SHOTS MAY BE APPROVED.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) Lancaster County made application to amend Chapters 2 and 5 of the Unified Development Ordinance (UDO) concerning modifying the zoning districts in which the Outdoor Shooting Range use may be allowable, as well as modifying the specific use regulations by which the use may be allowed. Additionally, the proposal would amend the allowable temporary uses to include turkey shoots and provide for specific requirements whereby the temporary use would be allowable.
- (b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Section 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
- (c) The proposed amendment will provide for this common use type to be allowed is to expand opportunities where shooting may occur and to specifically address turkey shoots, which are not addressed in the 2016 UDO.
- (d) Lancaster County Planning Commission considered the proposed text amendment at its meeting on March 16, 2021, and by a 5-2 vote recommended approval of the text amendment.

Section 2. Amendment of Ordinance 2016-1442 (Unified Development Ordinance)

Ordinance 2016-1442 (Unified Development Ordinance) Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited to Specific Districts; and Section 5.12.4, Temporary Uses with Specific Requirements, are amended as set forth in “Exhibit 1” attached hereto and incorporated herein by reference.

The amendments are generally described as follows:

- a) Section 2.5.3., Use Table: Amend to allow Shooting Range, Outdoor as a permissible use in the Rural Residential (RR), Rural Neighborhood (RN) and Open Space Preservation (OSP) Districts, subject to approval of a special exception permit, and to remove the use from the Light Industrial (LI) and Heavy Industrial (HI) Districts.
- b) Section 5.5.12, Shooting Range, Outdoor: Amend to revise the various standards for the use, including: expanding upon how the use may be approved in certain zoning districts; replacing the existing buffering and separation requirements with an enhanced setback requirement; and providing greater clarity to the other various provisions.
- c) Section 5.12.3, Temporary Uses Limited to Specific Districts: Amend to allow Turkey Shoots as an allowable temporary use in all zoning districts other than the PDD unless specifically allowed for as part of the PDD Ordinance or associated Development Agreement. There would be not maximum duration for each turkey shoot temporary use.
- d) Section 5.12.4, Temporary Uses With Specific Requirements: Amend to state that turkey shoots shall be subject to compliance with S.C. Code Section 16-23-440, as amended, regarding discharging firearms. No further requirement or regulation is proposed.

Section 3. **Severability.**

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

Section 4. **Conflicting Provisions.**

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

Section 5. **Effective Date.**

This ordinance is effective upon Third Reading.

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AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

First Reading: April 12, 2021

Public Hearing: April 12, 2021

Second Reading:

Third Reading:

Approved as to form:

John DuBose, County Attorney

Section 2.5.3 Use Table (For detailed Use Definitions see Chapter 10.)

D. COMMERCIAL/ENTERTAINMENT	AR	RR	RN	RUB	MH	LDR	MDR	PB	NB	GB	RB	INS	OSP	LI	HI	M	UR	HDR	RMX	MX	IMX	REF
Alcoholic Beverage Sales Store	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	P	-	
Amusements, Indoor	-	-	-	P	-	-	-	-	-	P	P	-	-	P	-	-	-	-	-	P	P	
Amusements, Outdoor	-	-	-	PR	-	-	-	-	-	-	CU	-	-	CU	-	-	-	-	-	-	-	5.5.1
Bar/Tavern/Brew Pub	-	-	-	CU	-	-	-	-	-	CU	PR	-	-	-	-	-	-	-	-	PR	-	5.5.2
Billiard/Pool Hall	-	-	-	CU	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-	-	
Brewery	-	-	-	P	-	-	-	-	-	P	P	-	-	-	-	-	-	-	-	-	P	
Distillery	-	-	-	-	-	-	-	-	-	-	P	-	-	P	-	-	-	-	-	-	-	
Food Truck	-	-	-	-	-	-	-	-	-	PR	PR	PR	-	PR	PR	-	-	-	-	PR	PR	5.5.3
General Commercial	-	-	-	PR	-	-	-	-	PR-	PR	PR	-	-	-	-	-	-	-	-	PR	PR	5.5.4
Night Club	-	-	-	-	-	-	-	-	-	-	PR	-	-	-	-	-	-	-	-	-	-	
Outside Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.5
Outside Sales, Sidewalk Sales	-	-	-	PR	-	-	-	-	PR	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.6
Pawnshops	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	-	-	-	-	-	-	-	-	5.5.7
Racetrack	-	-	-	-	-	-	-	-	-	-	-	-	-	-	CU	-	-	-	-	-	-	5.5.8
Restaurant	-	-	-	PR	-	-	-	-	CU	PR	PR	PR	-	-	-	-	-	-	-	PR	PR	5.5.9
Riding Stables	P	P	P	P	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	
Sexually Oriented Business/Adult Entertainment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SE	-	-	-	-	-	-	5.5.10
Shooting Range, Indoor	-	-	-	PR	-	-	-	-	-	PR	PR	-	-	PR	PR	-	-	-	-	-	-	5.5.11
Shooting Range, Outdoor	SE	SE	SE	-	-	-	-	-	-	-	-	-	SE	SE	SE	-	-	-	-	-	-	5.5.12
Theater, Indoor Movie or Live Performance	-	-	-	-	-	-	-	-	-	P	P	P	-	-	-	-	-	-	-	P	P	
Theater, Outdoor (Amphitheater)	PR	-	-	PR	-	-	-	-	-	-	PR	PR	PR	-	-	-	-	-	-	PR	PR	5.5.13

5.5.12 SHOOTING RANGE, OUTDOOR [AR, RR, RN, OSP ~~L, H~~]

A. Applicability: This use ~~includes~~ may include the shooting of firearms, bows, and crossbows at, or in conjunction with, both for-profit and non-profit facilities. It does not include incidental target practice by individuals on private property.

1. In the AR and OSR Districts, the shooting of any firearms, bows and crossbows is allowable as a principal use pursuant to a Special Exception permit.
2. In the RR District, the shooting of only shotguns, bows and crossbows is allowable as a principal use pursuant to a Special Exception permit.
3. In the RN District, the shooting of only shotguns, bows and crossbows is allowable as an accessory use to an Event Venue/Banquet Hall use.

~~**B. Buffering:** A minimum 60-foot buffer, undisturbed except for fence installation and vegetative planting, must be provided around the entire perimeter of the subject property and be delineated on the site plan.~~

~~**C. Separation Requirement:** Outdoor shooting ranges shall be located no closer than 2,640 feet (or ½ mile) to all Residential uses, all Civic uses, and all Educational/Institutional uses per the Use Table in Section 2.5.3, measured from the security fence described below to the property line(s) of the aforementioned uses. In addition, the range, itself, may not cross or penetrate any public utility easement.~~

~~**B. Enhanced Setback Requirement:** The functional area of outdoor shooting ranges shall be located no closer than as described below from any property containing a single-family dwelling, place of assembly, or Educational/Institutional use. In addition, the outdoor shooting range, itself, may not cross or penetrate any public utility easement.~~

~~With regard to the above, the functional area of outdoor shooting ranges shall be considered that area of the overall property where the shooting activity of the outdoor shooting range occurs. These areas include, but are not limited to, the range floor, firing positions (points), movable barricades, firing line covers, benchrests, backstop/bullet impact berms, baffles, bullet catchers and targets. The functional area of outdoor shooting ranges shall not include required landscaped areas, open space, parking areas, or habitable buildings.~~

1. **Firearms:** 2,640 feet (½ mile).
2. **Bows and Crossbows:** 900 feet.
3. **Exceptions:** The above enhanced setback requirements may be reduced by the Board of Zoning Appeals as part of the review of the Special Exception Permit when the Board finds that the applicant has met or exceeded any of the following criteria:
 - a. The outdoor shooting range has been designed by, or in consultation with an individual whom has completed the National Rifle Association (NRA) Range Development and Operations Course;
 - b. The applicant can provided indisputable evidence that the site geography or topography is such that the full enhanced setback is unnecessary;
 - c. The incorporation of improved design features over and above what is established in paragraph F, below, or the implementation of other substantial measures that would mitigate the reduced setback.

~~**DC. Noise Mitigation:** The facility shall be designed such that sound~~ **Sound** ~~generated at the facility outdoor shooting range shall not exceed the following levels (in decibels) measured at any off-site~~ the property line of the subject property relative to the adjacent use:

Use	Decibel Level
Residential Use	55-db
Industrial Use	75-db
Commercial Use	65-db
Public Use	65-db

Public Right-of-Way	65 db
Institutional Use	55 db
Agriculture, Automotive, Industry/Wholesale/Storage and Infrastructure uses	75 db
Civic and Educational/Institutional uses	55 db
Commercial and Office/Service uses	65 db
Lodging and Residential uses	55 db

ED. **Shot Containment:** ~~The range~~ All outdoor shooting ranges shall be designed to contain the bullets, shot, arrows, or other projectiles on the range facility in a manner consistent with the applicable standards set forth in the 2020 edition of *The Range Source Book* as published by the National Rifle Association (NRA).

~~**F.** **Hours of Operation:** The Board of Zoning Appeals may regulate these as necessary as a condition of the Special Exception.~~

~~**E.** **Hours of Operation:** All outdoor shooting ranges may be open between the hours of sunrise or 7:00 AM (whichever is later) and sunset or 7:00 PM (whichever is earlier).~~

~~**GF.** **Design:** The design of the facility shall be guided by the design standards recommended by the National Rifle Association (NRA) for the appropriate caliber firearm(s) or weapon(s) being used on the site as described in “The NRA Range Source Book,” published by the NRA, insofar as they do not conflict with any of the specific requirements contained in this section. Detailed plans for site layout, backstops, and baffles (when used for noise mitigation) shall be submitted with the application.~~

~~1. A site plan sealed by a South Carolina registered engineer must be submitted attesting that the proposed shooting range plan complies with all applicable safety and design standards for outdoor firing range provisions and live fire shoot houses set out in Section 4, Outdoor Range Design; Section 6, Live Fire Shoot House; and Attachments 1-2 through 120, of the Range Design Criteria (June 2012) as published by the U.S. Department of Energy’s Office of Health, Safety, and Security for the type of shooting range proposed; except that Section 4.b(10), the words “or administrative” in the first sentence of Section 4.c(7), the second sentence of Section 4.c(7), and Section 6.a(1) do not apply to outdoor shooting ranges under this ordinance.~~

~~1. The design of an outdoor shooting range shall be consistent with the applicable provisions of the June 4, 2012 edition of the *Range Design Criteria* document published by the U.S. Department of Energy Office of Health, Safety and Security.~~

~~2. The design of an outdoor shooting range shall be consistent with the design standards set forth in the 2020 edition of *The Range Source Book* published by the NRA, insofar as they do not conflict with any of the specific requirements contained in this section, or conflict with those provisions set forth in the June 4, 2012 edition of the *Range Design Criteria* document published by the U.S. Department of Energy Office of Health, Safety and Security.~~

~~2. The detailed site plan must show the boundary of the subject property in its entirety and depict all discernible, existing uses and structures within 300 feet of the subject property’s boundary.~~

~~3. Surface danger zones must be located entirely on the subject property and must be designed to contain all projectiles and debris caused by the type of ammunition, targets, and activities to be used or to occur on the property. The layout of the proposed range with the accompanying safety fans must be delineated on the required site plan. All firing stations must be set back at least 180 feet from all boundaries of the subject property.~~

~~**HG.** **Security:** The facility outdoor shooting range shall be enclosed with a minimum 6-foot high security fence with locking gates fencing. A sign, at least 2 square feet in size but not greater than 6 square feet, warning that a firing an outdoor shooting range is inside the fence shall be posted every 50 feet along the fence. These signs shall not count against any sign allotment as provided in Chapter 7.~~

~~**H.** **Specific Submittal Requirements:**~~

1. A site plan, sealed by a South Carolina registered engineer, attesting that the proposed outdoor shooting range plan complies with all applicable safety and design standards as set forth in Section 4, Outdoor Range Design; Section 6, Live Fire Shoot House; and Attachments 1-2 through 120, of the June 4, 2012 edition of the *Range Design Criteria* published by the U.S. Department of Energy Office of Health, Safety, and Security, with the following exceptions that shall not apply to outdoor shooting ranges:

a. Section 4.b(10);

b. The words “or administrative” in the first sentence of Section 4.c(7);

c. The second sentence of Section 4.c(7); and

d. Section 6.a(1).

2. Detailed plans for site layout, backstops, and baffles (when used for noise mitigation) shall be submitted as part of the application.

I. **Expiration:** If there has been no shooting activity at an outdoor shooting range for a period of two years, then the resumption of shooting shall be considered the establishment of a new outdoor shooting range for purposes of this section, and require the approval of a new special exception.

5.12.3 TEMPORARY USES LIMITED TO SPECIFIC DISTRICTS

Use	Maximum Duration for Each Use or Event (per site)	Permitted Districts
Annual fairs, festivals, carnivals, or similar types of events	14 days – no renewal within 1 year	NB, GB, RB, INS, and MX
Special recreational or entertainment events	1 day – no renewal within 1 month	NB, GB, RB, INS, and MX
Outdoor bazaars and tent sales	3 days – no renewal within 6 months	NB, GB, RB, INS, and MX
Temporary food vendors on private property	90 days – no renewal within 1 month	NB, GB, RB, INS, and MX
Special sales or seasonal flea	5 days – no renewal within 6 months	NB, GB, RB, INS, and MX
Weekend flea markets**	Fridays, Saturdays, and Sundays only – annual renewal required	RB and LI only
<u>Turkey shoots</u>	<u>N/A</u>	<u>All Districts other than PDD unless specifically allowed for as part of the PDD Ordinance or associated Development Agreement</u>

* When conducted exclusively as part of the permanent business or industrial use on the same lot, a Temporary Use Permit is not required. See additional standards in Section 5.12.4.C.

** See additional standards in Section 5.12.4.C.

5.12.4 TEMPORARY USES WITH SPECIFIC REQUIREMENTS

G. **Turkey Shoots:** Shall be subject to compliance with S.C. Code Section 16-23-440, as amended, regarding discharging firearms.

PROPOSAL: Amend Unified Development Ordinance Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited To Specific Districts; and Section 5.12.4, Temporary Uses With Specific Requirements, to modify those zoning districts in which an outdoor shooting range is a permissible use and to modify those regulations concerning how an outdoor shooting range may be permitted, as well as providing for turkey shoots as a temporary use in certain zoning districts and the standards by which turkey shoots may be approved.

APPLICABLE CHAPTER(S): Chapters 2 and 5

APPLICANT: Lancaster County

BACKGROUND

The proposed text amendment was originally heard at the Planning Commission's meeting of February 16, 2021. At that meeting, the Planning Commission voted to table the amendment until their meeting of March 16, 2021, so as to give the public an opportunity to give input on the proposed amendment.

While staff has not received any subsequent input from the public, based upon the discussions held at the prior Planning Commission meeting and further consideration, that portion of the proposed text amendment addressing turkey shoots has been modified and simplified from the original proposal and it is this new version which is discussed in this staff report.

PROJECT SUMMARY & PROPOSAL:

Lancaster County is proposing to amend Chapters 2 and 5 of the Unified Development Ordinance (UDO) modifying the zoning districts in which the Outdoor Shooting Range use may be allowable, as well as modifying the specific use regulations by which the use may be allowed. Additionally, the proposal would amend the allowable temporary uses to include turkey shoots and provide for specific requirements whereby the temporary use would be allowable.

OUTLINE OF TEXT AMENDMENT:

The proposed text amendment concerns modifying the zoning districts applicable to the Outdoor Shooting Range use, as well as the specific use regulations for Outdoor Shooting Ranges. The proposed text amendment also expands upon the list of allowable temporary uses to include Turkey Shoots and provides specific requirements for Turkey Shoots.

The following sections of the UDO are proposed to be amended:

Section 2.5.3, Use Table: Amend to allow Shooting Range, Outdoor as a permissible use in the Rural Residential (RR), Rural Neighborhood (RN) and Open Space Preservation (OSP) Districts, subject to approval of a special exception permit, and to remove the use from the Light Industrial (LI) and Heavy Industrial (HI) Districts.

Section 5.5.12, Shooting Range, Outdoor: Amend to revise the various standards for the use, including: expanding upon how the use may be approved in certain zoning districts; replacing the existing buffering and separation requirements with an enhanced setback requirement; and providing greater clarity to the other various provisions.

Section 5.12.3, Temporary Uses Limited to Specific Districts: Amend to allow Turkey Shoots as an allowable temporary use all zoning districts other than the PDD unless specifically allowed for as part of the PDD Ordinance or associated Development Agreement. There would be no maximum duration for each turkey shoot temporary use.

Section 5.12.4, Temporary Uses with Specific Requirements: Amend to state that turkey shoots shall be subject to compliance with S.C. Code Section 16-23-440, as amended, regarding discharging firearms. No further requirement or regulation is proposed.

Based on staff's findings, we offer the modifications attached to the Draft Ordinance for the Commission's consideration. For ease of reference, new text is referenced in red/underlined font and deletions are referenced in ~~striktthrough~~ font. The proposed language is found in Attachment 1.

OUTSIDE AGENCIES:

Lancaster County Sheriff's Office:

A copy of the original draft of the text amendment considered at the Planning Commission meeting of February 16, 2021, was provided to the Lancaster County Sheriff's Office for their review and comment prior to that meeting. Lancaster County Sheriff Barry Faile spoke at the meeting and provided comments on the proposed text amendment.

Existing Outdoor Ranges in Lancaster County:

Staff has attempted to identify and contact existing outdoor shooting ranges within Lancaster County in order to provide them with a copy of the proposed text amendment and obtain comments regarding said text amendment, if any. Staff has not received any comment to date.

FINDINGS AND CONCLUSIONS:

The proposed text amendment has been found to be consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI. The proposed text amendment will provide for an improved and more appropriate assortment of zoning districts for the Outdoor Shooting Range use, as well as

for specific regulations that are clearer and more appropriate for the use. The amendment will also reintroduce Turkey Shoots as an allowable temporary use (it was previously allowed in the UDO prior to 2016).

STAFF RECOMMENDATION:

Staff recommends approval of the proposed text amendment.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment
3. Repealed UDO Section 4.2.6

STAFF CONTACT:

Robert G. Tefft, Senior Planner
rtefft@lancastersc.net

UNIFIED DEVELOPMENT ORDINANCE OF LANCASTER COUNTY

3. The site shall have direct access to either a collector or arterial street.

Section 4.2.6 Pistol, Rifle, Skeet Range or Turkey Shoot (Commercial or Fund Raiser).

All such uses shall meet the following requirements:

1. No such use shall be located within one (1) mile from any residential use, church, school or day care facility.
2. The use shall be oriented away from inhabited areas.
3. The site upon which the use is proposed shall be suitable in size and topography to insure the safety of area residents.
4. The range shall have a natural earth embankment a minimum of 10 feet in height placed behind all targets within the shooting range.
5. The hours of operation shall be as follows:

Monday through Saturday: 9:00 a.m. until sunset.

Sunday 1:30 p.m. until 6:00 p.m. or as stated on a request for a special event as outlined below.

Up to two times per calendar year, such businesses may be permitted to operate prior to 1:30 p.m. on Sundays for special events (i.e. state tournament). If such a business wants to hold a special event which would require the business to open before 1:30 p.m. on Sundays, the owner shall submit a written request to the Planning Director. This request shall include the name of the business, the business address, name of owner, what would be opening and closing time, and the date of the event. Additionally, the owner shall submit a list of all adjacent property owners so each can be sent a notice of which Sunday the business will open during hours other than between 1:30 p.m. and 6:00 p.m. Accompanying this list shall be an addressed, stamped envelope for each person on the list of adjacent property owners. Such businesses shall only be permitted to hold two special events per calendar year which require them to operate prior to 1:30 p.m. on Sunday.

The hours of operation listed in this subsection are the maximum hours such an operation shall be allowed to operate. During the special exception process, if the Board of Zoning Appeals determines the surrounding conditions warrant more restrictive hours of operation, the Board shall have the right to set such hours of operation. (Ord. # 323, 2/1/99)

6. Turkey shoots which are operated as a fund raiser for non-profit organizations shall be allowed two (2), thirty (30) day permits per calendar year.

Section 4.2.7 Sanitary Landfills.

Due to consideration for the public health and safety and potential pollution to the environment resulting from sanitary landfills, any such use shall meet the following requirements:

1. A letter of need shall be obtained from County Council prior to any other review of the proposal taking place. If the letter of need is not obtained the operation shall not be permitted.
2. A letter of consistency with the County's Solid Waste Management Plan shall be obtained from the County Council prior to any other review of the proposal taking place. If the letter of consistency is not obtained the operation shall not be permitted. As part of the process to obtain a letter of consistency the county shall:

Agenda Item Summary

Ordinance # / Resolution #: N/A

Contact Person / Sponsor: Steve Willis / Administration

Department: Administration

Date Requested to be on Agenda: 6/15/2021

Issue for Consideration:

Does County Council desire to continue with Committee of the Whole meetings?

Points to Consider:

The current calendar has Committee of the Whole meetings scheduled through July. This was a trial period.

If Council desire to continue with the Committee of the Whole concept we need to prepare a Resolution to amend the County Calendar.

It has been suggested that we look at a non-Council meeting week for the meetings. It has been suggested perhaps the first Monday of each month. The date is of course Council's decision.

Funding and Liability Factors:

N/A

Council Options:

Continue with Committee of the Whole or revert back to Standing Committees.

Recommendation:

Continue with Committee of the Whole on a date selected by Council.

ATTACHMENTS:

Description	Upload Date	Type
Current Calendar	5/25/2021	Exhibit

Council Standing Committees

The Public Safety Committee meets the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 5:00 p.m., and at other times as called by the Chair.

January	*No Meeting – Committee of the Whole Instead*	July	*No Meeting – Committee of the Whole Instead*
February	*No Meeting – Committee of the Whole Instead*	August	Tuesday August 10, 2021
March	*No Meeting – Committee of the Whole Instead*	September	Tuesday September 14, 2021
April	*No Meeting – Committee of the Whole Instead*	October	Tuesday October 12, 2021
May	*No Meeting – Committee of the Whole Instead*	November	Tuesday November 09, 2021
June	*No Meeting – Committee of the Whole Instead*	December	Tuesday December 14, 2021

The Infrastructure and Regulation Committee meets on the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 3:00 p.m., and at other times as called by the Chair.

January	*No Meeting – Committee of the Whole Instead*	July	*No Meeting – Committee of the Whole Instead*
February	*No Meeting – Committee of the Whole Instead*	August	Tuesday August 10, 2021
March	*No Meeting – Committee of the Whole Instead*	September	Tuesday September 14, 2021
April	*No Meeting – Committee of the Whole Instead*	October	Tuesday October 12, 2021
May	*No Meeting – Committee of the Whole Instead*	November	Tuesday November 09, 2021
June	*No Meeting – Committee of the Whole Instead*	December	Tuesday December 14, 2021

The Administration Committee meets on the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Conference Room, 101 N. Main Street, Lancaster, South Carolina at 10:00 a.m., and at other times as called by the Chair.

January	*No Meeting -Committee of the Whole Instead*	July	*No Meeting -Committee of the Whole Instead*
February	*No Meeting -Committee of the Whole Instead*	August	Tuesday August 10, 2021
March	*No Meeting -Committee of the Whole Instead*	September	Tuesday September 14, 2021
April	*No Meeting -Committee of the Whole Instead*	October	Tuesday October 12, 2021
May	*No Meeting -Committee of the Whole Instead*	November	Tuesday November 09, 2021
June	*No Meeting -Committee of the Whole Instead*	December	Tuesday December 14, 2021

The Committee of the Whole meets on the Tuesday following the 1st Council Meeting of the month in the County Administration Building, Council Chambers, 101 N. Main Street, Lancaster, South Carolina at 4:00 p.m., and at other times as called by the Chair.

February	Tuesday	February 9, 2021	May	Tuesday	May 11, 2021
March	Tuesday	March 9, 2021	June	Tuesday	June 15, 2021
April	Tuesday	April 13, 2021	July	Tuesday	July 20, 2021

HOLIDAY OBSERVANCES FOR THE YEAR 2021

Holiday	Date Observed
New Year's Day	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021
Easter Monday	Monday, April 5, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Veterans Day	Thursday, November 11, 2021
Thanksgiving Day Day After Thanksgiving	Thursday, November 25, 2021 and Friday, November 26, 2021
Christmas Holiday	Thursday, December 23, 2021 Friday, December 24, 2021 Monday, December 27, 2021
New Year's Day	Monday, January 3, 2022