Planning Commission Members
District 1: Alan Patterson
District 2: Tamecca Neely
District 3: Charles Deese, Chair
District 4: Judianna Tinklenberg
District 5: James Barnett, Vice-Chair
District 6: Sheila Hinson
District 7: Ben Levine

County Attorney
Ginny L. Merck-Dupont

Clerk to Planning Commission
Jennifer Bryan

Development Services Director

May 16, 2023	**6:00 PM**	**101 North Main Street Lancaster, SC 29720**

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

AGENDA

1. **Call to Order Regular Meeting and Roll Call Vote**

2. **Approval of the Agenda**

3. **Citizen's Comments**

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

4. **Approve Minutes**

   a. April 18, 2023 Regular Minutes

   b. May 4, 2023 Workshop Minutes

5. **Public Items**

   a. UDO-TA-2022-0344 C4 OP Owner LLC/ Costco*

   Application by C4 OP Owner LLC to amend UDO sections 4.3.2 regarding Highway Corridor Overlay regulations; and section 7.4.5 Signange Standards.

   b. RZ-2022-0344 C4 OP Owner LLC/Costco*

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

c. SD-2022-1205 Riverchase Sec 3**

Application by Riverchase Estates Partners LLC for a Preliminary Plat for approximately 806.12 acres located along Riverside Road north of the intersection with Cobblestone way (p/o TM # 0030-00-002.00), for a phase of the larger Riverchase development, consisting of 251 single-family homes, minimum lot size one acre.

d. RZ-2023-0531 Crossridge 4*

Application by Ben Cerullo on behalf of Crossridge Development LLC to rezone parcels at and adjacent to 8574 Charlotte Highway: 1.79 acres (p/o 0010-00-059.00) and 1.31 acres (p/o 0010-00-016.02) from PDD-26 to Regional Business (RB); ad 1.09 acres (p/o 0010-00-057.00) and 1.62 acres (p/o 0010-00-056.00) from Regional Business (RB) to PDD-26, to adjust boundaries of parcels under current development while complying with terms of PDD-26 agreement.

6. New Business

a. Overview of next month's Agenda

b. Other

7. Adjourn

The Planning Commission makes a recommendation to County Council on these items. Recommendations made at this meeting are tentatively scheduled for consideration by County Council in the following month. County Council agendas are posted online at https://lancastersc.novusagenda.com/agendapublic/meetingsresponsive.aspx

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

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

Meetings are live streamed and can be found by using the following link: https://mylancastersc.org/boards___commissions/planning_commission/planning_commission_meetings.php

Agenda Item Summary

Ordinance # / Resolution #: April 18, 2023 Regular Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 5/16/2023

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
April 18, 2023 Regular Minutes	5/11/2023	Exhibit

MEMBERS OF LANCASTER COUNTY PLANNING COMMISSION
CHARLES DEESE, DISTRICT 3, CHAIRMAN
JAMES BARNETT, DISTRICT 5, VICE-CHAIRMAN
TAMECCA NEELY, DISTRICT 2
JUDIANNA TINKLENBERG, DISTRICT 4
SHEILA HINSON, DISTRICT 6
ALAN PATTERSON, DISTRICT 1
BEN LEVINE, DISTRICT 7
CLERK: JENNIFER BRYAN

MINUTES
Lancaster County Planning Commission
April 18, 2023 6:00 p.m.

Chairman Deese called the meeting to order at 6:00 p.m.

1. **ROLL CALL**: Quorum is present (6 Commissioners)

Commissioners Present:

Ben Levine	James Barnett	Sheila Hinson
Charles Keith Deese	Alan Patterson	Judianna Tinklenberg

Absent: Tamecca Neely

Staff Present:

Allison Hardin, Interim Director — Clerk: Jennifer Bryan
Ashley Davis, Senior Planner
Matthew Blaszyk, Planner

Billy Mosteller, Lancaster County Council Representative

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

2. APPROVE AGENDA

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

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

Chairman Deese opened the floor to comments from the public.
One Citizens' Comment was submitted via email.

1. [**see attached copy of email from Barry Gordy**.]

2. **Anthony Haltom** (Pettus Farm Road): Owns one of the subject properties. He and his family entered into agreement with Eastland Homes several years ago, they support the project and would like it to move forward. It has been in limbo long enough.

Chairman Deese closed Citizen's Comments.

4. APPROVE MINUTES

a. March 21, 2023 Regular Minutes

Chairman Deese called for a motion to approve March 21, 2023 Regular Minutes as written. Motion to Approve by **Ben Levine**; 2nd by **James Barnett**.
Called vote: 6:0**. Motion approved unanimously.**

b. April 6, 2023 Workshop Minutes

Chairman Deese called for a motion to approve April 6, 2023 Workshop Minutes as written. Tamecca Neely was absent from 4/6/2023 Workshop meeting.
Motion to Approve by **Ben Levine**; 2nd by **James Barnett**.
Called vote: 6:0**. Motion approved unanimously.**

5. PUBLIC ITEMS

a. SD-2021-2450 Pettus Pond

Application by Eastwood Homes, R. Joe Harris, Jane Pettus and Anthony Haltom for approval of a Preliminary Plat for three parcels totaling approximately 61.24 acres located at or adjacent to #10925 and #10822 Pettus Farm Road and Old Pettus Place, respectively, (TMs 0003-00-051.00, 0003-00-052.00, and 0003-00-052.06), for a single-family residential development of 99 lots.

Staff Presentation: Ashley Davis, Senior Planner, presented the application consistent with the staff report.[See also Slides 2-9 on attached agenda presentation].
Staff Recommendations: Conditional Approval

Staff Conditions:

- Resolution of TRC outstanding comments (Planning, Engineering, and Fire) within 60 days of this meeting;
- •Confirmation of potential access to water and sewer service from LCWSD within 60 days of this meeting;
- •Resolution of the upgrades needed to Pettus Rd. with County Staff and SCDOT within 60 days of this meeting.

Questions to staff:
Ben Levine: Have staff review comments been addressed?
Davis: Most have been addressed by the revised plan, but a few remain

Ben Levine: Will Pettus Farm Road be improved?
Davis: The TIA does not call for it. The portion forming the entrance to the development will be widened. The rest going out to Barberville Road is still being discussed, and is one of the issues that has to be resolved in the next 60 days.

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

- **Jody Pettus** (Lexington, NC) : Representing Pettus family and reading a statement by Jae Pettus, owner of one of the subject parcels. The project has been on hold and the family's situation in limbo for 3 years; this seems excessive. The farm isinactive; new homes are needed for growth in the area. Mrs. Pettus' health is diminishing and she would like to see the project resolved and moved forward.

Chairman Deese closed Public hearing. Called upon applicant for comments.

Comment from applicant(s):
Brandon Pridemore (R. Joe Harris Engineering): Rezoning was approved in 2021 based on this plan; The plan has been on hold /in discussion ever since. Pettus Farm Road will be resurfaced, but will be 24 feet wide, not 26 feet. Within the subdivision the roads will be wider. Density is 1.6 dua. They have prepared the revised connectivity index and are ready to submit it, it comes in at 1.33 so does not need a waiver.

Allison Hardin: In response to Mr. Pridemore's previous comments, clarification:
First, that the rezoning was not approved based on this plan. That is called "Contract Zoning" and is illegal in the State of South Carolina. The rezoning took the plan into consideration, but it is in no way bound to the plan.
Second, describing the Fire Marshall's interpretation of the State Fire Code as "wonky" is incorrect. The Fire Marshall is applying the State Fire Code as it is written, as of January 1st of this year the required road width is 26 feet. We are precluded by state law from overstepping the state requirements.

Questions from Commissioners:
Ben Levine: Expressed concern about the width of Pettus Farm Road and asked for clarification.
Davis and Hardin: The road into the development from the intersection with Camp Cox road is 26 feet, before that it will be 24 feet.

Chairman Deese called for a motion on item SD-2021-2450 Pettus Pond Preliminary Plat
Motion to approve with Staff Conditions by **Ben Levine**; 2nd by **Sheila Hinson**.

Discussion:
Alan Patterson: Parcel has been rezoned, and he agrees it has been a lengthy process, but this plan seems premature with so many outstanding TRC comments. Roads are insufficient for what is being proposed, that section of Barberville Road is already dangerous and will only be more so with the added traffic. He cannot support the project.

Ashley Davis: The school district comments may need further exploration for future projects; staff will schedule time at a future workshop to discuss school district input.

Called vote: 4:2. **Motion is conditionally approved**.
AP: No BL: Yes SH: Yes JT: No JB: Yes CD: Yes
Planning Commission makes the final decision on preliminary plat applications.

b. CU-2022-2451 YDG Doby's Bridge Land LLC (Valvoline)

Application by YDG Doby's Bridge Land LLC for a Conditional Use permit for a .64-acre site at intersection of Charlotte Highway 521 and Doby's Bridge Road (TM # 0013-00-018.11), to allow development of a drive-through oil-change facility. (a/k/a Valvoline).

Staff Presentation: Matthew Blaszyk, Planner, presented the application consistent with the staff report. [See attached email comment; see also slides 11-17]
Staff Recommendations: Approval, Conditional upon access easement through adjacent property.

Questions to staff:
Ben Levine: Is the buffering on the Doby's Bridge side sufficient for a future turn lane?
Blaszyk and Davis: The 25-foot buffer is sufficient to allow a 8-10 foot turn lane per road standards.

Comment from applicant(s): Thanks the Commission for their consideration and is available for questions.

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

Chairman Deese closed Public hearing and called for a motion on item CU-2022-2451 Doby's Bridge Land LLC (Valvoline).
Motion to approve by Ben Levine; 2nd by Sheila Hinson.
Discussion: No questions.

Called vote: 6:0. **Motion is approved unanimously**.
Chairman Deese stated the item will go to County Council for consideration, and applicant will be notified of time and date.

c. RZ-2023-0215 R.F. Duncan

Application by Richard F. Duncan to rezone approximately 1.206 acres, located at 3867Pageland Highway (p/o TM 0059-00-058.00) from Rural Residential (RR) to Rural Business (RUB) district, in order to remedy non-conformity of existing business on site and allow minor subdivision of property.

Staff Presentation: Matthew Blaszyk, Planner, presented the application consistent with the staff report. [See attached slides 18-24].
Staff Recommendations: Approval (no conditions).

Questions to staff: (no questions)

Comment from applicant(s):
Eric Everall (Duncan's Auto Service Employee) Speaking on behalf of Mr. Duncan: Mr. Duncan is getting his affairs in order and looking forward to retirement. If the business is to continue, or be sold, it needs to be separated from the residential property.

Questions from Commissioners: (no questions).

Public Hearing: (See attachments: Sign-in Sheets)
1. Email comment submitted in support by **Peter Butterfield**.
2. **Eric Everall** (see above) no additional comments.

Chairman Deese closed Public hearing and called for a motion on item RZ-2023-0215 R.F. Duncan. Motion to approve by **James Barnett**; 2nd by **Ben Levine**.
Discussion: (no questions)

Called vote: 6:0. **Motion is approved unanimously**.
Chairman Deese stated the item will go to County Council for consideration, and applicant will be notified of time and date.

d. RZ-2023-0503 John T. Stevens Foundation

Application by John T. Stevens Foundation to rezone approximately .78 acres at and adjacent to 502 N. Matson Street, Kershaw SC (TM# 0156H-0K-005.00) from R15 Residential to B1 Central Business, to allow redevelopment of former library as office space for the Foundation.

Staff Presentation: Matthew Blaszyk, Planner, presented the application consistent with the staff report. [See slides 25-30 in Powerpoint attachment].
Staff Recommendations: Approval (no conditions).

Questions to staff:
Ben Levine: Has there been any public feedback?
Blaszyk and Bryan: several phone calls expressing curiosity, but supportive.

Alan Patterson: There seems to be a lot of residential nearby, does that create a conflict?
Blaszyk: Both zoning and uses are mixed in that area.
Davis: In general Kershaw's zoning varies more than in the County, especially downtown.
Bryan: Another consideration is that many of the residential zoned properties actually have non-conforming business uses.

Comment from applicant(s): Not present.

Public Hearing: (See attachments: Sign-in Sheets) None signed in.
Chairman Deese closed Public hearing and called for a motion on item RZ-2023-0503 John T. Stevens Foundation.
Motion to approve by **Sheila Hinson**; 2nd by **James Barnett**.
Discussion: No comments or questions.

Called vote: 6:0. **Motion is approved unanimously**.
Chairman Deese stated the item will go to Kershaw Town Council for consideration, and applicant will be notified of time and date.

e. RN-2023-0530 MSAG Road Name Approvals

ROAD NAME APPROVALS: Pursuant to SC Code Title VI, Section 6-29-1200, the list of existing street names in Lancaster County will be presented for review and approval by the Planning Commission.
Presentation: Allison Hardin, Interim Planning Director.

Questions from Commissioners:
Charles Deese: There is some duplication in the list, but that is due to technical issues.
Allison Hardin: ESN numbers assigned for different EMS/Fire districts account for some of the duplication. Going forward, Sandra Burton (911 Addressing) will review applications, and then the application will come to Planning Commission to finalize and approve.

Public Hearing: (See attachments: Sign-in Sheets). None signed in.
Chairman Deese closed Public hearing and called for a motion on item RN-2023-0530 MSAG Road Name Approvals.
Motion to approve by **James Barnett**; 2nd by **Sheila Hinson**.

Discussion: No additional questions.
Vote: 6:0. **Motion is approved unanimously**.

6. NEW BUSINESS

a. Overview of Next Month's Agenda

TA-2022-0344 Costco Text Amendments (5 parts)
RZ-2022-0344Costco: LI to RB
SD-2022-1205 Riverchase Estates Phase 3 Preliminary Plat

b. Other

Board Member of the Year nominations. Allison Hardin called for nominations. Charles Deese nominated Ben Levine. Seconded by James Barnett. Approved by unanimous consent.
Staff will prepare the form for submission to County Council.

7. ADJOURN

Motion to adjourn by Alan Patterson; 2nd by Sheila Hinson. Motion approved by unanimous consent. Meeting adjourned at 7:07 p.m.

SIGN IN ONLY IF YOU WISH TO SPEAK

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 3: CITIZEN'S COMMENTS

General Comments or comments on matters not on tonight's agenda.
For comments on specific agenda items under discussion, please sign in on the appropriate sheet.

Council Chambers
101 N. Main Street, Lancaster South Carolina
Tuesday, April 18, 2023, 2023

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

PLEASE PRINT

1.	EMAIL COMMENT SUBMITTED by BARRY GORDY
2.	Anthony Haltom
3.	
4.	

From: barry.gordon11@gmail.com
To: Planning Mailbox
Subject: Building in Indian Land
Date: Thursday, April 13, 2023 11:03:16 AM

THIS IS AN EXTERNAL E-MAIL — Use caution when clicking on links as they could open malicious websites.
—IT Helpdesk, support.lancastercountysc.net<http://192.168.1.5>

I would like to file a complaint about the insane building permits issued in Indian Land. There appears to be ZERO infrastructure planning and with all this incredible expansion roads are constantly blocked. 521 and van Wyck are down to one lane now. As Forest Gump says: "Stupid is as Stupid Does". Congratulations- you have won the Forest Gump award! You can pick it up on 521 if you can get here!
Sent from my iPhone

SIGN IN ONLY IF YOU WISH TO SPEAK

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5a: SD-2021-2450 Pettus Pond

Application by Eastwood Homes, Jane Pettus and Anthony Haltom for approval of a Preliminary Plat for three parcels totaling approximately 61.24 acres located at or adjacent to #10925 and #10822 Pettus Farm Road and Old Pettus Place, respectively, (TMs 0003-00-051.00, 0003-00-052.00, and 0003-00-052.06), for a single-family residential development of 99 lots.

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PLEASE PRINT

1. Jody Pettus
2.
3.
4.

SIGN IN ONLY IF YOU WISH TO SPEAK

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5b: CU-2022-2451 YDG Doby's Bridge Land LLC (Valvoline)

Application by YDG Doby's Bridge Land LLC for a Conditional Use permit for a .64 acre site at intersection of Charlotte Highway 521 and Doby's Bridge Road (TM # 0013-00-018.11), to allow development of a drive-through oil-change facility. (a/k/a Valvoline).

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PLEASE PRINT

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SIGN IN ONLY IF YOU WISH TO SPEAK

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5c: RZ-2023-0215 R.F. Duncan

Application by Richard F. Duncan to rezone approximately 1.206 acres, located at 3867Pageland Highway (p/o TM 0059-00-058.00) from Rural Residential (RR) to Rural Business (RUB) district, in order to remedy non-conformity of existing business on site and allow minor subdivision of property.

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PLEASE PRINT

1.	EMAIL COMMENT SUBMITTED BY PETE BUTTERFIELD
2.	Eric Everall Duncans Auto service employee
3.	
4.	

From: Matthew Blaszyk
To: Jennifer Bryan
Subject: FW: Comment on Duncan"s Auto RZ-2023-0215
Date: Monday, April 17, 2023 2:30:52 PM
Attachments: LCLogo_c716c29e-f766-46c0-a18c-7d20f2fc6ebd.png

Lancaster County
South Carolina
www.mylancastersc.org

Matthew Blaszyk, *Planner*
Planning

Lancaster County Government
P.O. Box 1809
Lancaster, SC 29720

P: (803) 285-6005 F: (877) 636-7963
mblaszyk@lancastersc.net

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NOTICE: All email correspondence to and from this address may be subject to public disclosure under the SC Freedom of Information Act.

From: Pete B <metasome@yahoo.com>
Sent: Friday, April 14, 2023 9:27 AM
To: Matthew Blaszyk <mblaszyk@lancastersc.net>
Subject: Comment on Duncan's Auto RZ-2023-0215

The System couldn't recognize this email as this is the first time you received an email from this sender metasome@yahoo.com

THIS IS AN EXTERNAL E-MAIL — Use caution when clicking on links as they could open malicious websites.
—*IT Helpdesk, support.lancastercountysc.net*

Mr. Blaszyk,
Thank you for the explanation of the rezoning request for Duncan's Auto.
As such, just wanted to provide a note of SUPPORT for the rezoning request. Mr. Duncan operates a stellar business and it's a pleasure to have him providing his valued service to the community. If the rezoning makes things better for him, please grant it!

Best regards,

Pete Butterfield
Adjacent property owner
704-772-0127

SIGN IN ONLY IF YOU WISH TO SPEAK

Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5d: RZ-2023-0503 John T. Stevens Foundation

Application by John T. Stevens Foundation to rezone approximately .78 acres at and adjacent to502 N. Matson Street, Kershaw SC (TM# 0156H-0K-005.00) from R15 Residential to B1 Central Business, to allow redevelopment of former library as office space for the Foundation.

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PLEASE PRINT

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Lancaster County
South Carolina

PLANNING COMMISSION
Public Hearing Sign In Sheet

Item 5e: RN-2023-0530 MSAG Road Name Approvals

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PLEASE PRINT

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Planning Commission Agenda

1. Call to Order
2. Approval of the Agenda
3. Citizen's Comments
4. Approve Minutes
   a. March 21, 2023 Regular Meeting
   b. April 6, 2023 Workshop Meeting
5. Public Items
   a) SD-2021-2450 Pettus Pond
   b) CU-2022-2451 YDG Doby's Bridge Land LLC
   c) RZ-2023-0215 R.F. Duncan
   d) RZ-2023-0503 John T. Stevens Foundation
   e) RN-2023-0530 MSAG Road Name Approvals
6. New Business
   a. Overview of Next Month's Agenda
   b. Other
7. Adjourn

5. Public Items

a.) SD-2021-2450 **Pettus Pond**

Application by Eastwood Homes, Jane Pettus and Anthony Haltom for approval of a Preliminary Plat for three parcels totaling approximately 61.24 acres located at or adjacent to 10925 and 10822 Pettus Farm Road and Old Pettus Place, respectively, (TMs 0003-00-051.00, 0003-00-052.00, and 0003-00-052.06), for a single-family residential development of 99 lots.

Overview

Location

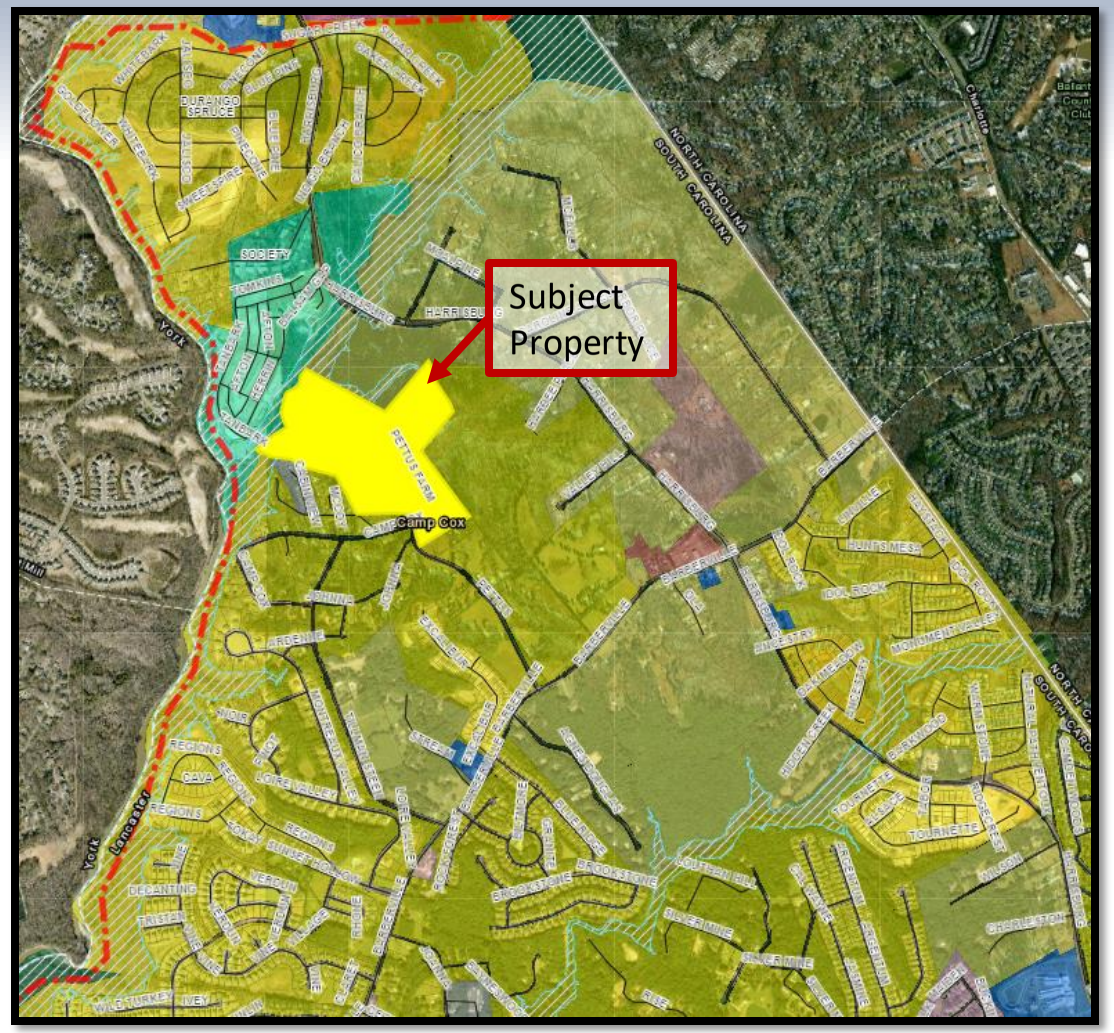
- 61.24 acres made up of 3 subject properties
- Located at or adjacent to 10925 and 10822 Pettus Farm Road and Old Pettus Place

Zoning District

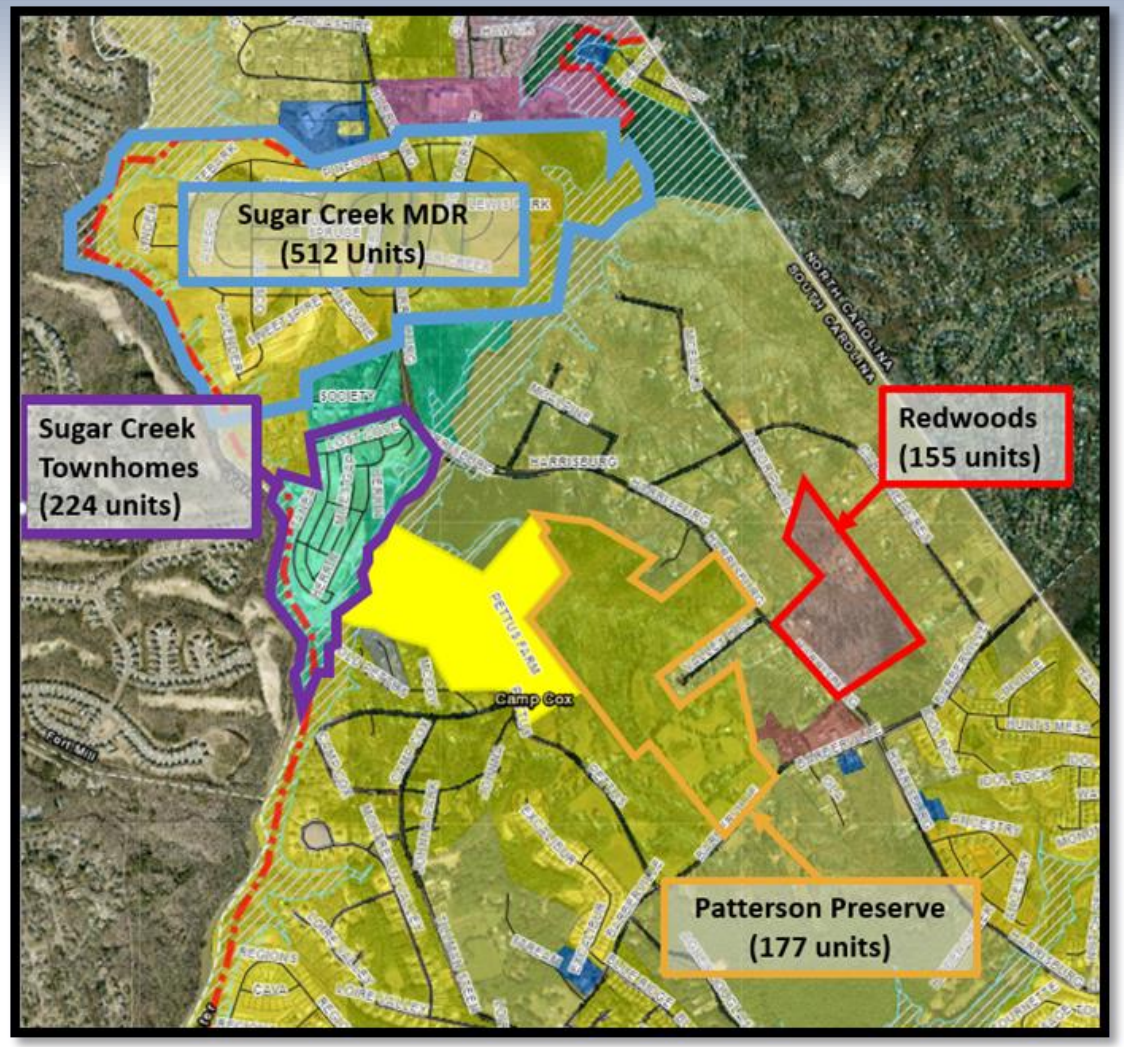
- **MDR:** TM#s 0003-00-051.00, 0003-00-052.00, and 0003-00-052.06
- **Context:** Parcel 0003-00-051.00 was rezoned to MDR mid-2021

Applicants

- Eastwood Homes (Developer)
- R. Joe Harris Assoc. (Engineer)
- Jane Pettus and Anthony Haltom (Owners)

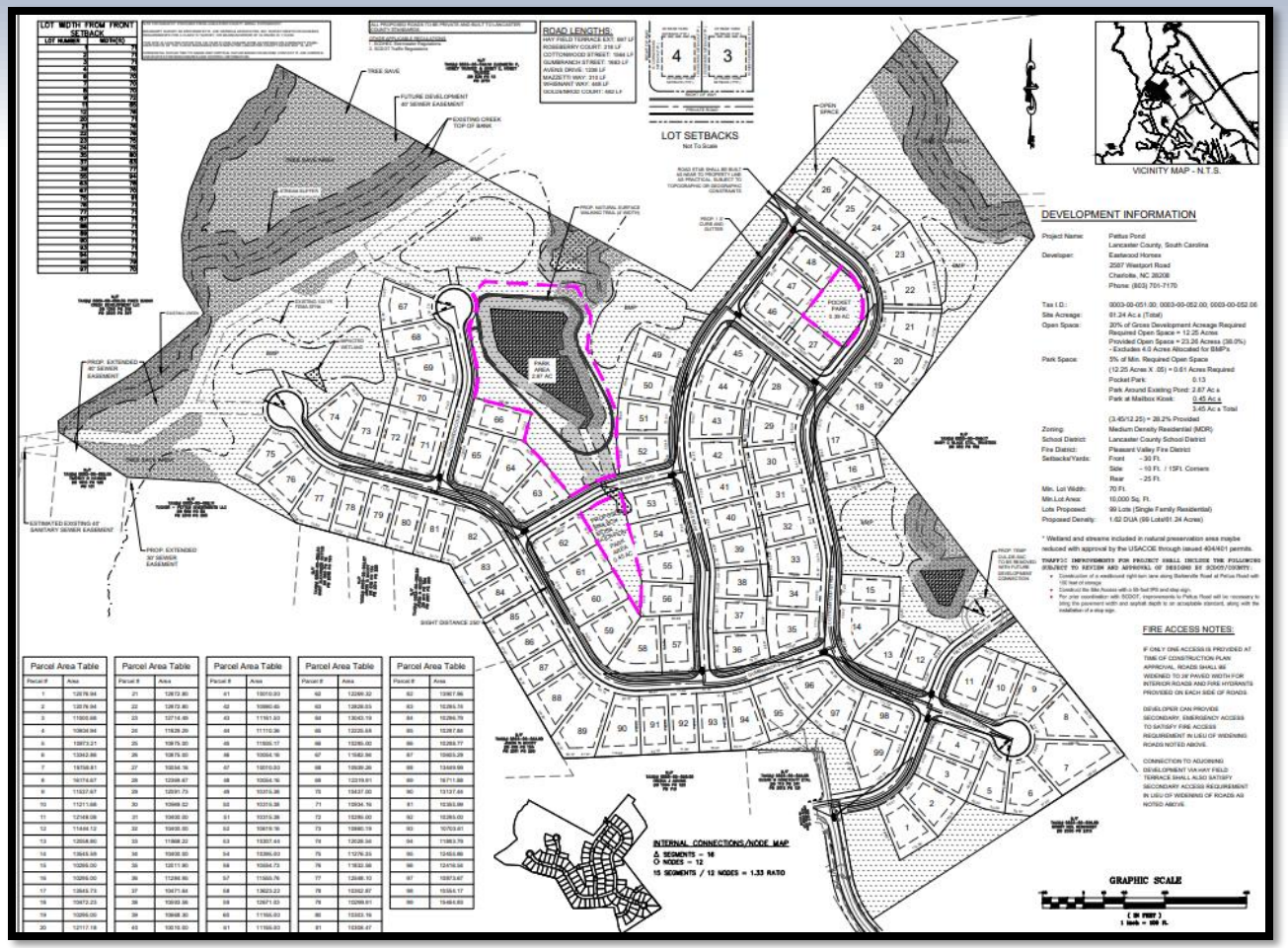


Location Photos

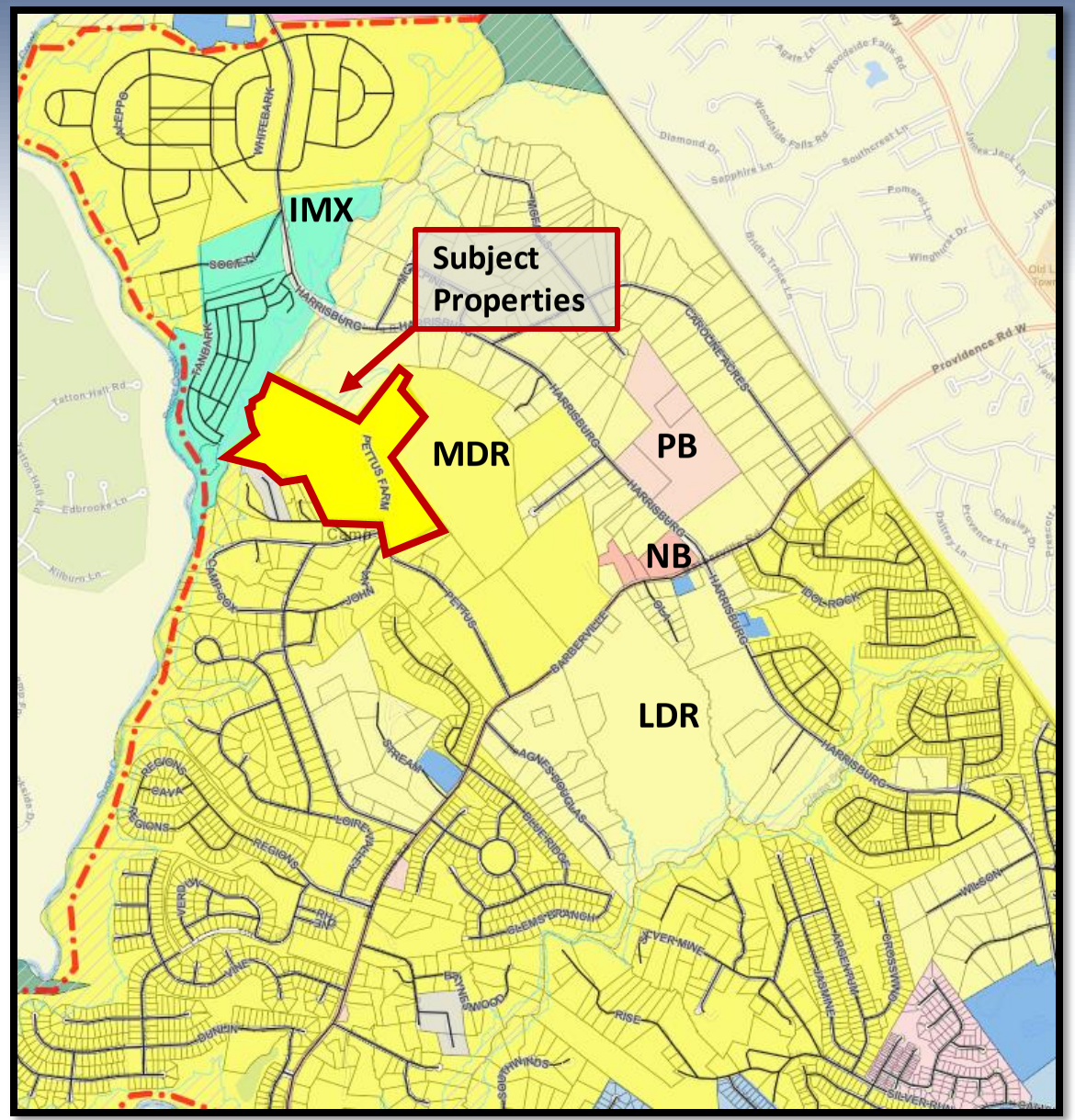


Project Overview

Development Summary	
Site Acreage	61.24 acres
Proposed Lots	99
Project Overview	Single Family Residential Subdivision
Open Space	14.38 required; 26.77 proposed
Internal Streets	Will be privately maintained.



Zoning and Compatibility



Comprehensive Plan

- *FLU type*: Neighborhood Mixed Use

Surrounding Zoning

Surrounding Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Vacant land
South	Lancaster County	MDR	Residential neighborhood
East	Lancaster County	MDR	Vacant land
West	Lancaster County	IMX	Sugar Creek development

Overview and Compatibility

Traffic Impact Analysis

- Prepared by Kimley-Horn and Associates
- Per the applicant the following intersections were found to need improvements:
  - Construction of a westbound right-turn lane along Barberville Road at Pettus Road with 100 feet of storage.
  - Construct the Site Access with a 55-foot internal protected stem (IPS) and stop sign.
  - Per prior coordination with SCDOT, improvements to Pettus Road will be necessary to bring the pavement width and asphalt depth to an acceptable standard, along with the installation of a stop sign.

Table 5.1 - Trip Generation

ITE LUC	Land Use	Intensity		Daily	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
210	Single-Family Homes	99	DU	1,030	75	19	56	101	64	37

Overview and Compatibility

Schools

- Lancaster County School District has noted significant concerns with overcrowding in the Indian Land attendance zones.
- Should the Planning Commission feel the need to take action on the information provided by LCSD, the Planning Commission may make a recommendation to County Council to consider assessing a moratorium within the relevant attendance zones.

- The representation below is based on schools operating at 75% building capacity:

Grades		Capacities (75%)			Pre-K	Historic Day-135 ADM (No Pre-K)					Day-010	Forecasted Day-135 ADM									
2022-23		2022-23	2023-24	2024-25	2022-23	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33
Indian Land																					
Harrisburg ES	K-4	728	728	728	9	1269	886	975	989	944	**1076**	1142	1172	1228	1285	1327	1352	1395	1429	1465	1501
Indian Land ES	K-4	789	789	789		1103	1036	1097	1031	1045	**1030**	1102	1157	1205	1242	1305	1329	1372	1406	1441	1477
Van Wyck ES	K-4	878	878	878	15		639	708	711	724	**784**	861	899	935	952	981	998	1030	1055	1081	1108
Indian Land IS	5-6	881	881	881						973	**1072**	1131	1261	1370	1450	1504	1596	1662	1678	1749	1792
Indian Land MS	7-8	845	845	845		994	1042	1195	1309	970	**988**	1065	1140	1202	1341	1457	1543	1600	1697	1768	1784
Indian Land HS	9-12	1500	1500	1500		1049	1166	1310	1345	1484	**1680**	1870	2048	2215	2331	2484	2722	2918	3162	3344	3549
SubTotal		5620	5620	5620	24	4415	4769	5285	5385	6140	**6630**	7169	7677	8156	8601	9059	9539	9977	10428	10848	11212

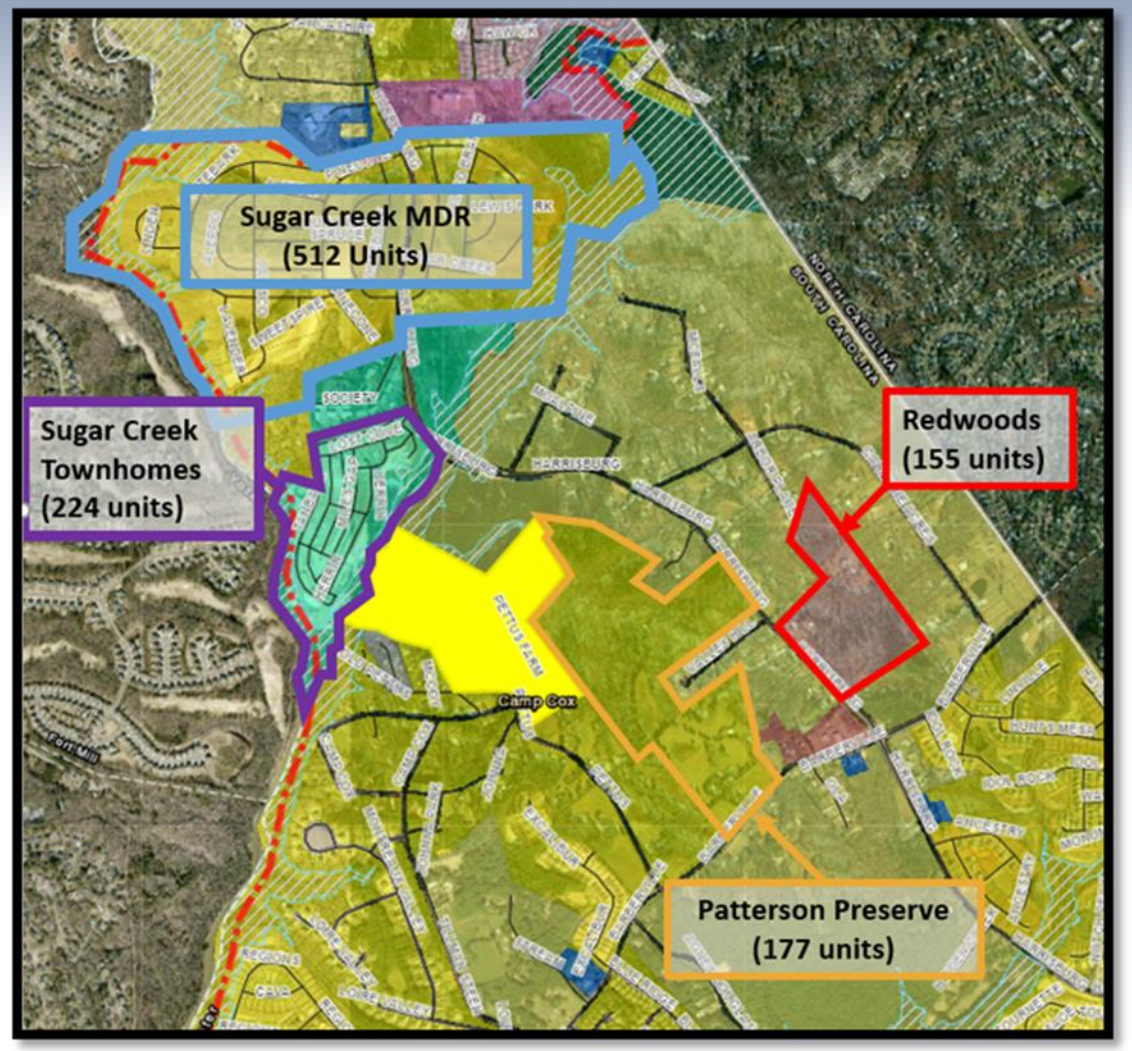
Utilities

LCWSD:

- LCWSD will not issue a developer a willingness and capability assurance letter if downstream infrastructure is not operational.

- As of the last communication with LCWSD the pump station being constructed by Sugar Creek was in the testing phase but did not yet have a permit to operate.

- Downstream improvements that would be associated with this project as well as the Redwoods project include upgrading the Force Main along Calvin Hall to create their capacity at the Clems Branch pump station



Recommendation

Staff recommends **Conditional Approval** of this Major Preliminary Subdivision Plat subject to the following conditions:

- Resolution of TRC outstanding comments (Planning, Engineering, and Fire) within 60 days of this meeting;
- Confirmation of potential access to water and sewer service from LCWSD within 60 days of this meeting;
- Resolution of the upgrades needed to Pettus Rd. with County Staff and SCDOT within 60 days of this meeting.

If these conditions are not met the proposed plat must come back before Planning Commission.

5. Public Items

b.) CU-2022-2541 **YDG Doby's Bridge Land LLC**

Application by YDG Doby's Bridge Land LLC for a Conditional Use permit for a 0.64-acre site at intersection of Charlotte Highway 521 and Doby's Bridge Road (TM # 0013-00-018.11), to allow development of a drive-through oil-change facility. (a/k/a Valvoline).

Overview

Location

- U.S. 521 and Doby's Bridge Road Intersection
- 0.63-acre parcel

Zoning District

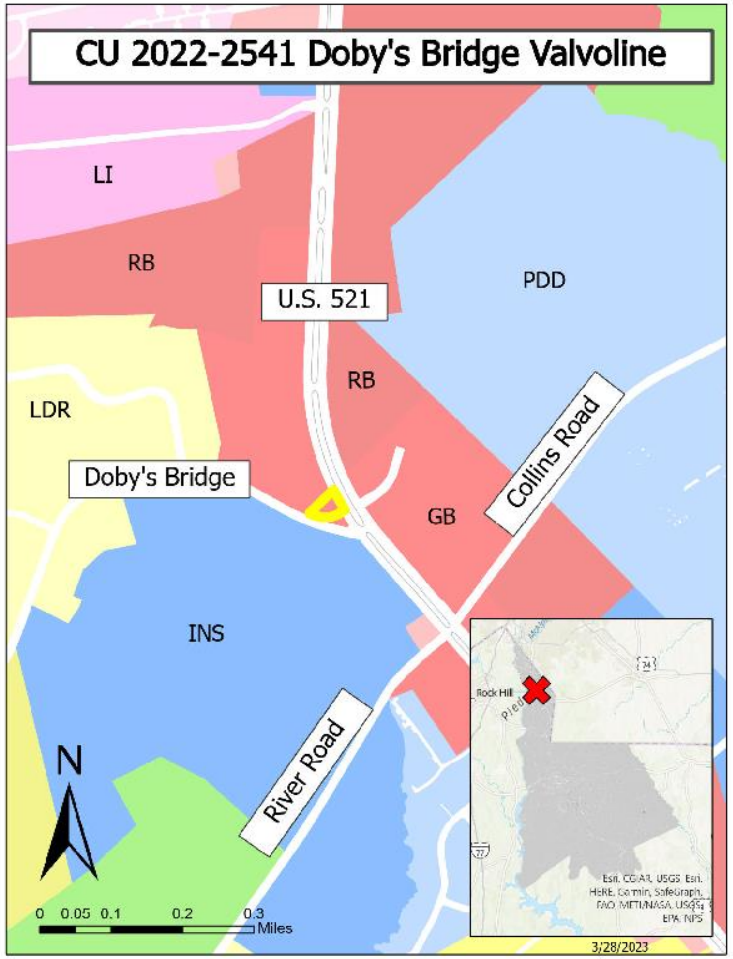
- Current: General Business (GB)
- Proposed: Conditional Use Permit Minor Maintenance/Repair

Intent

- Valvoline Oil Change Facility

Applicant/Owner

- YDG Doby's Bridge Land, LLC



Location Photos

An ariel view of the subject property

Facing the subject parcel off Charlotte Highway

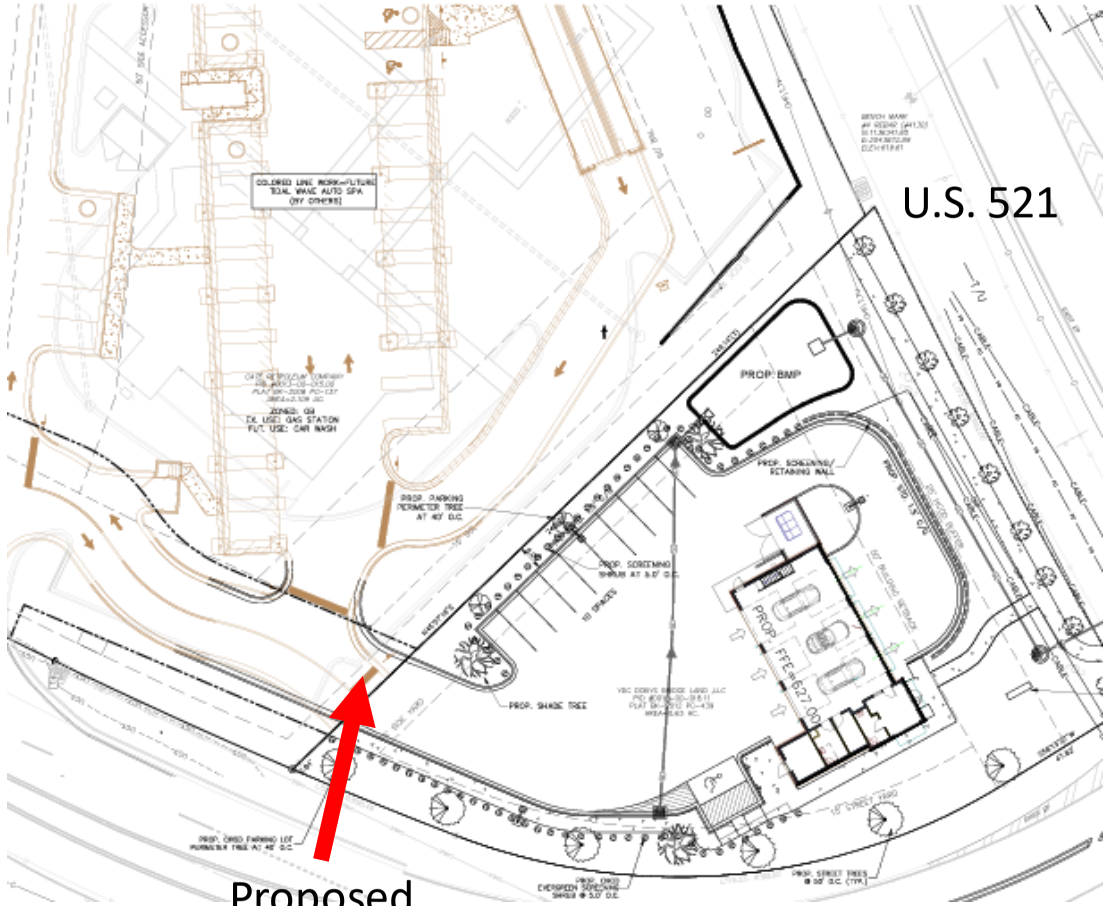
Location Photos

Facing West on Doby's Bridge Road

Proposed Access by Tidalwave Autospa

Conditional Use Plan

- Access being provided by the Tidalwave Autospa
- Easement and Deed being worked out between Valvoline and Tidalwave
- Access cannot be taken from Doby's Bridge Road since internal access is required by UDO
  - SCDOT



Overview and Compatibility

Comprehensive Plan

- The proposed Valvoline would be consistent with the Comprehensive Plan

Compatibility with Surrounding Area

- The property is surrounded predominantly by GB and INS
- 650 feet from an existing oil change location on Highway 521 (Express Oil)
- Half a mile from another existing oil change facility, Jiffy Lube Shelly Mullis

Summary of Surrounding Zoning and Uses

Surrounding Property	Zoning District	Use
North	General Business (GB)	Gate Gas
South	Institutional (INS)	Lancaster County Schools
East	General Business (GB)	Cross Creek Shopping Center (Publix)
West	General Business (GB)	Doby's Bridge Professional Office complex

Overview

Staff has examined the conditional use application to permit a minor maintenance and repair facility (Valvoline). The plan meets the County requirements for the CUP subject to the following condition:

Access easement is achieved with the neighboring Tidal Wave Auto Spa

5. Public Items

c.) RZ-2023-0215 **R.F. Duncan**

Application by Richard F. Duncan to rezone approximately 1.206 acres, located at 3867 Pageland Highway (Portion of TM 0059-00-058.00) from Rural Residential (RR) to Rural Business (RUB) district, in order to remedy non-conformity of existing business on site and allow minor subdivision of property.

Overview

Location

- 3867 Pageland Highway
- 1.206 acres of property out of a 20.573-acre tract

Zoning District

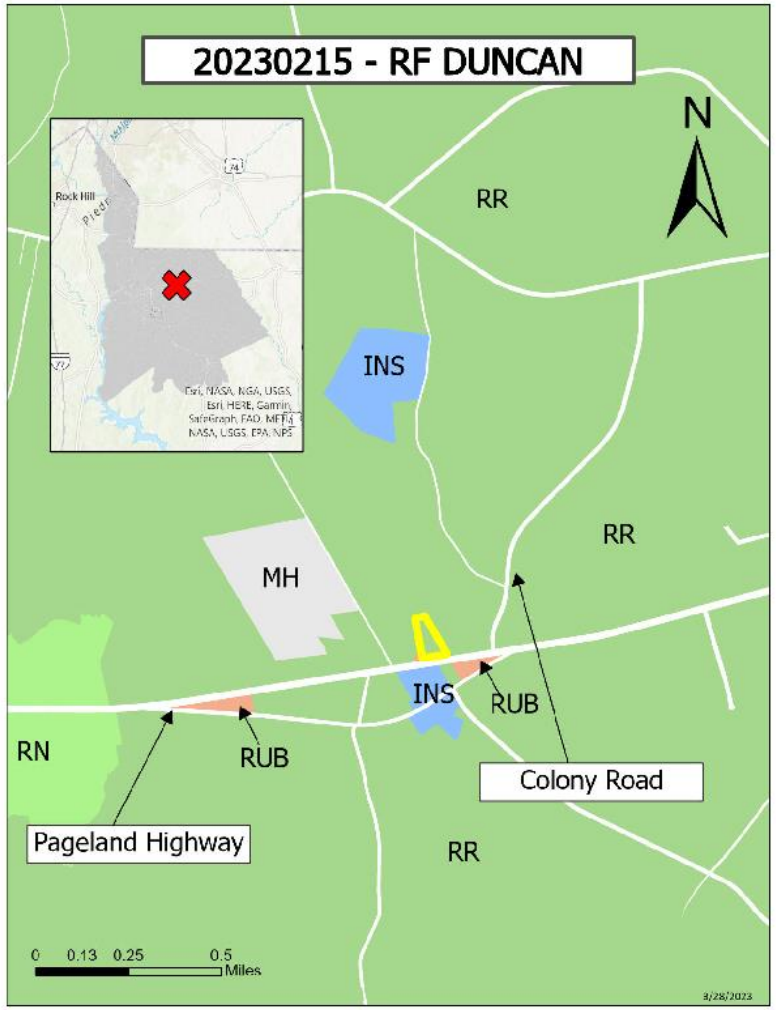
- Current: Rural Residential (RR)
- Proposed: Rural Business (RUB)

Intent

- Separate non-conforming automotive use from residence

Applicant/Owner

- Richard F. Duncan



Location Photos

An ariel view of the subject property

Facing the subject parcel off Pageland Highway

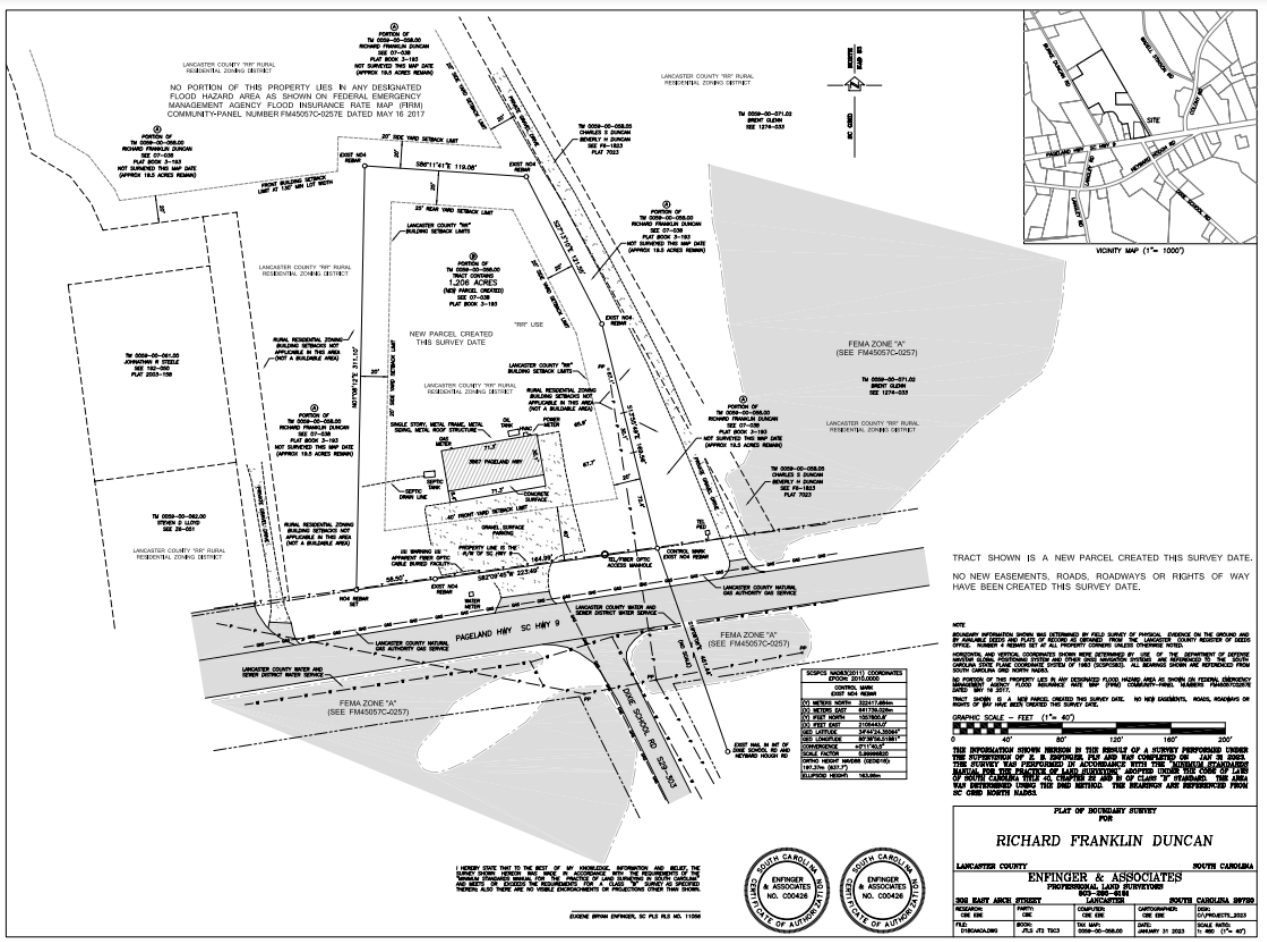
Location Photos

Facing East on Pageland Highway

Facing West on Pageland Highway

Proposed Survey

- Project originally arose during minor plat process
- Separate residence and business
- Property owner wanted to resolve nonconformity



Overview and Compatibility

Comprehensive Plan

- The separation and continuation of the proposed use would be consistent with the Comprehensive Plan

Compatibility with Surrounding Area

- The property is surrounded predominantly by RUB and RR zoned properties
- Adjacent to Llyods gas station and convince store (zoned RUB)

Rural Living: Land Use Considerations		
Cultivated Farmland	Single-Family Detached Home	Convenience Store / Hardware Store / Restaurant
Woodlands / Timber Harvesting	Smaller-lot Single Family and Town Homes	Gas Station
Livestock / Arable	Mobile Home	Church
Natural Area	Barns / Storage	Light Industrial (ancillary to farming)

Recommendation

Staff recommends **approval** of RZ-2023-0215 RF Duncan an application by Richard Duncan to rezone a 1.206 acre portion of TM Number 0059-00-058.00 from Rural Residential to Rural Business

5. Public Items

d.) RZ-2023-0503 **John T. Stevens Foundation**

Application by John T. Stevens Foundation to rezone approximately 0.78 acres at and adjacent to 502 N. Matson Street, Kershaw SC (TM# 0156H-0K-005.00) from R15 Residential to B1 Central Business, to allow redevelopment of former library as office space for the Foundation.

Overview

Location

- 502 N Matson Street (Kershaw)
- 0.78 Acres

Zoning District

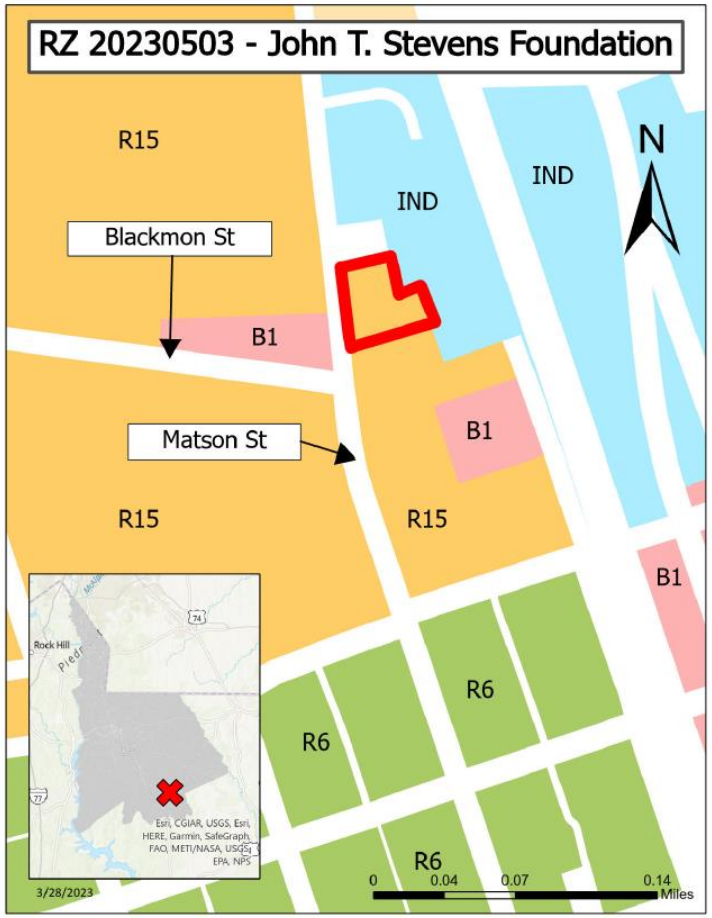
- Current: Residential District (R-15)
- Proposed: Central Business (B-1)

Intent

- Use the former library as office space for the John T. Stevens Foundation

Applicant/Owner

- John T. Stevens Foundation



Location Photos

An ariel view of the subject property

Facing the subject parcel off N. Matson Street

Location Photos

Facing South on N. Matson St

Facing North on N. Matson St

Overview and Compatibility

Project Overview

- Town of Kershaw gifted the John T. Stevens Foundation the parcel and former library to be used as office space
- Bring use into conformity

Comprehensive Plan

- The proposed office use would be consistent with the Comprehensive Plan

Compatibility with Surrounding Area

- The property is surrounded predominantly by B-1, R-15, and IND zoned properties
- Adjacent to Bela Family Dental (B-1)

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

Recommendation

Staff recommends **approval** of RZ-2023-0503 John T. Stevens Foundation an application by the John T. Stevens Foundation to rezone a 0.78 acre parcel from R-15 Residential District to B-1 Central Business District.

5. Public Items

e.) RN-2023-0530 **MSAG Road Name Approvals**

ROAD NAME APPROVALS: Pursuant to SC Code Title VI, Section 6-29-1200, the list of existing street names in Lancaster County will be presented for review and approval by the Planning Commission.

6. New Business

a. Overview of Next Month's Agenda
b. Other

Agenda Item Summary

Ordinance # / Resolution #: May 4, 2023 Workshop Minutes
Contact Person / Sponsor: J. Bryan
Department: Planning
Date Requested to be on Agenda: 5/16/2023

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
May 4, 2023 Workshop Minutes	5/8/2023	Exhibit

MEMBERS OF LANCASTER COUNTY PLANNING COMMISSION
CHARLES DEESE, DISTRICT 3, CHAIRMAN
JAMES BARNETT, DISTRICT 5, VICE-CHAIRMAN
, DISTRICT 2
JUDIANNA TINKLENBERG, DISTRICT 4
SHEILA HINSON, DISTRICT 6
ALAN PATTERSON, DISTRICT 1
BEN LEVINE, DISTRICT 7
CLERK: JENNIFER BRYAN

Lancaster County
South Carolina

MINUTES OF THE LANCASTER COUNTY PLANNING COMMISSION WORKSHOP MEETING

May 4, 2023 5:00 P.M.
MINUTES

Chairman Deese called the meeting to order at 5:03 p.m.

1. Roll Call:

Members Present:

Jim Barnett	Charles Deese	Sheila Hinson
Ben Levine	Judianna Tinklenberg	Alan Patterson

Absent: Tamecca Neely has resigned as Commissioner for District 2.

Staff:
Allison Hardin, Interim Director — Clerk: Jennifer Bryan
Ashley Davis, Senior Planner
Matthew Blaszyk, Planner

Others Present
Yates Dunaway, Crossland.

The following press were notified of the meeting by email in accordance with the Freedom of Information Act: The Lancaster News, Kershaw News Era, The Rock Hill Herald, The Fort Mill Times, Cable News 2, Channel 9, and the local Government Channel.

2. New Business

a. UDO-TA-2022-0344: C4 OP Owner LLC (Costco)

Application by C4 OP Owner LLC to amend UDO sections 4.3.2 regarding Highway Corridor Overlay regulations; and section 7.4.5 Signage Standards.
Staff Presentation: Allison Hardin, Interim Planning Director
Discussion:

- Amendments address 5 different sections of the ordinance, and will be presented individual so items can be voted separately.
- Recent SC statute changes Certificates of Need for medical facilities.
- Challenge of wording "zoned for *and* used for" requires careful attention and possible editing.

- Definition of "large scale retailer" must be carefully considered to avoid overly broad inclusion.
- Commissioners request
    - some examples of existing large signs that predate 2016 ordinance restrictions, e.g. Lowe's.
    - distance from road front of those signs.
- Consideration of need for bicycle parking: planned apartments nearby, employees using alternative transportation, and food court patrons.
- Overlay districts are there for a reason, this seems to be an overly broad exemption defeating the purpose of the overlay.
- This project is important to the County for tax dollars, but granting the amendment will set a precedent.
- Concern that concessions are being granted and expectations raised for applicants.
- Need to consider long-term solutions for Highway 521 Corridor, not contributing to the problems that already exist.
- Need to look carefully at what the new wording might allow that we do not want in the highway corridor, e.g warehouse facilities with small retail areas.
- Comparison of billboard sizes: Myrtle Beach has 400 sq. ft. billboards; Lancaster County only allows 100 sq. ft.

b. <u>RZ-2022-0344: C4 OP Owner LLC (Costco) : LI to RB</u>

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

<u>Staff Presentation</u>: Matthew Blaszyk, Planner

<u>Discussion</u>:

- Project would not require a Conditional Use for the gas station, as that use is permitted under RB (Permitted with Review, site plan must be approved.)
- Staff report will include information about compliance with UDO and with Development Agreement for The Exchange.

c. <u>SD-2022-1205 Riverchase Section 3 Preliminary Plat</u>

Application by Riverchase Estates Partners LLC for a Preliminary Plat for approximately 806.12 acres located along Riverside Road north of the intersection with Cobblestone way (p/o TM # 0030-00-002.00), for a phase of the larger Riverchase development, consisting of 251 single-family homes, minimum lot size one acre.

<u>Staff Presentation</u>: Ashley Davis, Senior Planner

Discussion:

- Riverchase has a Development Agreement, and it is governed by the 1998 UDO.
- Commissioners asked for information about sewer extensions in that area, if available.
- The odd entrance configuration is to accommodate a turn-around before the gated entrance.
- The large amount of open space is due to river buffers and flood plain immediately adjacent to the river.
- This section will be the same lot size and general design as the existing section.
- The new project manager will be present to answer questions.
- TIA and TRC comments/issues will have to be resolved.

d. RZ-2023-0531: Crossridge 4: PDD-26 and RB

Application by Ben Cerullo on behalf of Crossridge Development LLC to rezone parcels at and adjacent to 8574 Charlotte Highway: 1.79 acres (p/o 0010-00-059.00) and 1.31 acres (p/o 0010-00-016.02) from PDD-26 to Regional Business (RB); ad 1.09 acres (p/o 0010-00-057.00) and 1.62 acres (p/o 0010-00-056.00) from Regional Business (RB) to PDD-26, to adjust boundaries of parcels under current development.

Staff Presentation: Ashley Davis, Senior Planner

Discussion:

- This reconfiguration is at request of applicant, after staff brought the problem to their attention during sketch plan review. Staff wanted to forestall future problems for the project due to incongruent parcel line/ zoning.
- The PDD agreement is governed by 1998 UDO, but the project owner has much stricter architectural criteria than most other projects.

3. Other:

a. Review of Next Month's Agenda

- Text amendments for MDR and Cluster Overlay revisited;
- Street hierarchy discussion;
- Additional Street Names approvals
- 2 small single parcel Rezonings

4. Adjourn

Meeting was adjourned at 6:21 pm.

Agenda Item Summary

Ordinance # / Resolution #: UDO-TA-2022-0344 C4 OP Owner LLC/ Costco
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 5/16/2023

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/10/2023	Planning Staff Report
Application and Draft Text Amendments	4/4/2023	Exhibit

PROPOSAL:	Amend Unified Development Ordinance Section 4.3.2, Highway Corridor Overlay regulations, and Section 7.4.5 Signage standards.
APPLICABLE CHAPTER(S):	Chapter 4; Chapter 7; Chapter 10
APPLICANT:	Yates Dunaway (Crosland LLC) on behalf of C4 OP Owner LLC
STATUTORY NOTICES:	Hearing notice published 4/29/2023 in The Lancaster News And 5/03/2023 in Carolina Gateway Posted agenda in lobby and on website 5/10/2023

All proposed amendments have been processed and notified as required by UDO Section 9.2.15.

PROJECT SUMMARY & PROPOSAL:

On behalf of C4 OP Owner LLC, applicant Yates Dunaway is proposing to amend Chapter 4 and Chapter 7 of the Unified Development Ordinance (UDO) to ***modify Section 4.3.2, Highway Corridor Overlay regulations, Section 7.4.5 Signage standards, and Section 10.3 Definitions***. These requests are related to a proposed development in The Exchange along Hwy 521/Charlotte Hwy, located in the "Neighborhood Mixed Use" category of the Comprehensive Plan's Future Land Use map.

OUTLINE OF TEXT AMENDMENT:

The applicant has submitted five (5) text amendments that are related to the proposed Costco site in The Exchange mixed-use project located on Charlotte Hwy. Where relevant, staff has grouped the requests.

The applicant has also applied for a rezoning for 28 acres to convert from Light Industrial to regional business, which is reported on under case file RZ-2022-0344.

The following sections of the UDO are proposed to be amended, and are reviewed by item:

ITEM 1: Section 4.3.2.B – Highway Corridor Overlay District Boundaries and Applicability and **Section 4.3.2.D** – Highway Corridor Overlay District Exceptions and Non-Conforming Situations

ITEM 2: Section 7.2.6.A – Bicycle Parking, Required Spaces

ITEM 3: Section 7.4.5.A – Wall Sign Maximum Area

ITEM 4: Section 10.3 – Definitions, to add a definition for "Large-Scale Retailer"

Except for the two grouped as Item 1, the proposed amendments will be evaluated separately, so that the Planning Commission may decide each request on its own merit.

ITEM 1. Section 4.3.2.B *Highway Corridor Overlay District Boundaries and Applicability* and Section 4.3.2.D – *Highway Corridor Overlay District Exceptions and Non-Conforming Situations*

PROPOSED TEXT AMENDMENTS:

The following sections of the UDO are proposed to be amended with the additional language (underlined):

> Section 4.3.2. B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations located in **Section 4.3.2.F. l., Subsection 4.3.2.F.1.b., Section 4.3.2.G. l., and Subsection 4.3.2.G. l.a.**
>
> Section 4.3.2.D. Any property zoned and used for a single-family residential use, including the single-family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in **Section 4.3.2. F.1. Subsection 4.3.2.F.1.b, Section 4.3.2. G.1., and Subsection 4.3.2.G.1.a**. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

The effect of the two proposals is primarily the same.

RELEVANT CODE TO ITEM 1:

The proposal is to exempt the applicant's project from the development regulations in Sections 4.3.2.F.1 and 4.3.2.G.1, as follows:

4.3.2.F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

1. Building Placement: All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:

a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply; however, in no instance shall the front setback be less than 50 feet. For commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC).

b. Notwithstanding any other provisions of the UDO, existing buildings built as of June 9, 2014, and not in conformity with the 50-foot front setback shall not be precluded from expanding in size based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback and provide a minimum 25- foot front setback.

c. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

d. The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.

4.3.2.G. PARKING AND VEHICULAR ACCESS

1. Off-Street Parking: For buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of the building it serves. Side yard parking is permissible and shall occupy no more than 45 percent of the principle corridor frontage line. The following shall also apply:

a. Where dimensions or topographical constraints of existing parcels restrict the location of off-street parking to the rear of the building it serves, the restrictions on side yard parking may be modified, on a case-by-case basis, by the Administrator;

b. Uninterrupted areas of parking areas shall be limited in size. Parking areas with more than 20 space[s] shall be broken by buildings and/or landscape features outlined in Section 4.3.2.K.6; and

c. Parking areas shall be designed to allow pedestrians to safely move from their vehicles to the building.

CURRENT CODE:

4.3.2 HIGHWAY CORRIDOR OVERLAY DISTRICT (HCO)
The Highway Corridor Overlay District is hereby established and is subject to the following general provisions:

A. PURPOSE AND INTENT
The Highway Corridor Overlay District is established to preserve and enhance corridors that serve as major gateways leading to, from, and within Lancaster County. As both commercial and residential land uses exist along such corridors, there is a desire of the residents of Lancaster County to provide standards relative to connectivity, aesthetic appearance, and safety along major gateways. The land use recommendations and design requirements contained in the Highway Corridor Overlay District are the result of a community-wide effort. As such, the intent of this district is to provide unified land development regulations that promote a sense of place and create consistency along significant corridors by improving the visual character of adjacent development.

B. DISTRICT BOUNDARIES AND APPLICABILITY

The Highway Corridor Overlay District applies to the following:

1. The County Council shall designate the property that is subject to the provisions of the Highway Corridor Overlay District by rezoning the properties in accordance with the procedures and requirements applicable to map amendments. In general, for those highways identified for Highway

Corridor Overlay District status, the district designation shall apply to all parcels fronting on or within 1,000 feet of the right-of-way of the designated highway. Only the following highways are designated as a Highway Corridor Overlay District:

a. US Highway 521 from SC Highway 75 (Waxhaw Highway) northward to the North/South Carolina state line; and

b. SC Highway 160 from US Highway 521 westward to the York/Lancaster County line.

2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district.

3. Any property within the Highway Overlay District zoned and used for industrial use, LI and HI, shall be subject to the provisions set forth in Section 4.3.2.N; and

4. This district shall also apply to all shared access easements and/or cross-access easements located within the areas defined in Section 4.3.2.B.1, including, but not limited to, those that may be used to access any parcel or parcels beyond the boundaries of this district.

RELEVANT COMPREHENSIVE PLAN CITATIONS for ITEM 1:

Land Use Element – Community Types
An important concept introduced during the regional planning process was designating areas based on "community types." … The use of community types marks a significant shift in planning practice in the last ten to fifteen years, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work and play.

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

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

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

ITEM 1 DISCUSSION:

Exempting certain uses from 4.3.2.F removes the following requirements:

- Buildings to front on a street
- Front façade to be parallel to property lines
- Additional setbacks along Hwy 521 that provide room for highway expansion
- Required access from the front and rear of building
- Preference for commercial centers over "strip development"

Exempting certain uses from 4.3.2.G removes the following requirements:

- On-site parking primarily located in the rear of the building site
- Allowance of no more than 45 percent of parking in the side yard
- Allowance of staff to modify side yard parking restrictions
- Breaking up parking areas by buildings and/or landscaping
- Pedestrian safety consideration

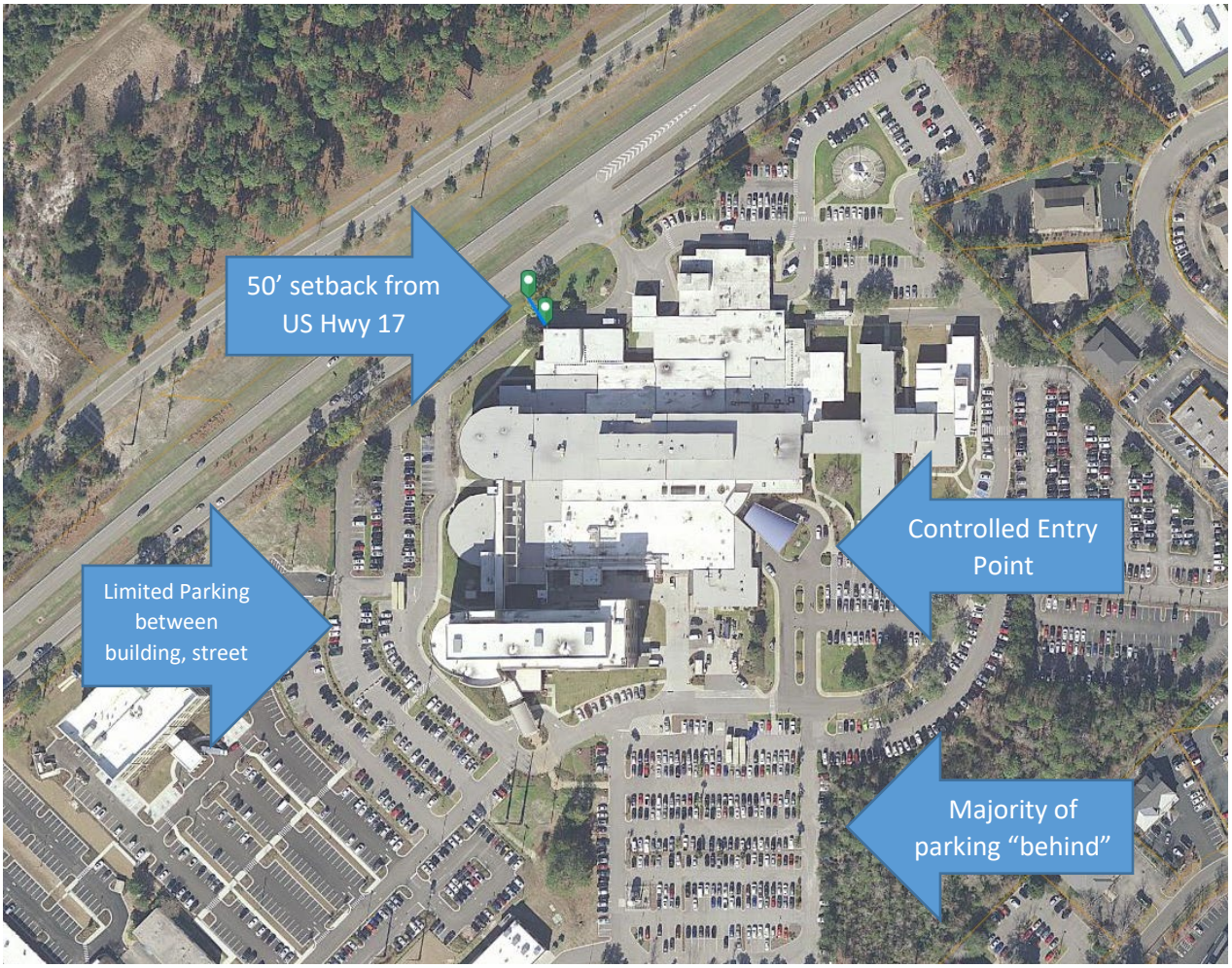
In the applicant's narrative, it's noted that *"Requiring frontage on the highway corridor and doing so as close as 25 feet has proven to be unworkable in many instances and counter to the goal of allowing room for the planned future widening of Highway 521 itself. For these reasons, the current draft of the Highway Corridor Overlay District in the UDO Update dated December 21, 2022, Chapter 2, proposed Section 2. 7.3, footnote 3 7, calls for the elimination of the build-to line and the 25 feet setbacks."*

Staff does not contest this point, but wishes to clarify the following:

- An amendment to the UDO has already been made to require a minimum of 50 ft front setback along public and private roads (Ordinance 2021-1783, effective December 13, 2021).
- The current UDO draft is still a work in progress, and should not be used to indicate what will or won't be adopted when the rewrite is completed.

The applicant also notes that the staff has recommended "*allowing parking between the road and building for large centers."* This statement leaves out a key component of the staff's recommendation, which is to allow *limited* parking. The full quote is as follows: **"Consider allowing some limited parking between the road and building for larger centers."**

Regarding medical clinic and hospital design, it is clear that these uses serve a unique role in the community. Recent hospital design standards, however, have been migrating to a central entry point away from the main road and internal to the campus, located in an area that can be better controlled for security. An example of this is Grand Strand Regional Medical Center in Myrtle Beach, SC:



View from Highway:

FINDINGS AND CONCLUSIONS for ITEM 1:

Staff opines that the proposed text amendment is inconsistent with the “Walkable Neighborhood” community type provisions of the Comprehensive Plan.

What Makes a Community Walkable?
https://www.walkscore.com/walkable-neighborhoods.shtml

- **A center:** Walkable neighborhoods have a center, whether it's a main street or a public space.
- **People:** Enough people for businesses to flourish and for public transit to run frequently.
- **Mixed income, mixed use:** Affordable housing located near businesses.
- **Parks and public space:** Plenty of public places to gather and play.
- **Pedestrian design:** Buildings are close to the street; parking lots are relegated to the back.
- **Schools and workplaces:** Close enough that most residents can walk from their homes.
- **Complete streets:** Streets designed for bicyclists, pedestrians, and transit.

Staff further opines that removing large-scale uses from regulations that are intended to create a sense of place, visual character, standard connectivity, aesthetic appearance, and safety goes against what that the Highway Corridor Overlay District was designed to achieve. The text as presented is not recommended.

STAFF RECOMMENDATION for ITEM 1:

If the Planning Commission is in favor of an amendment, staff would advise against a wholescale regulation exemption and address the issue in a more targeted approach. Optional changes are provided below (with additions underlined and deletions shown in ~~strikethrough~~).

4.3.2.F. GENERAL REQUIREMENTS AND DEVELOPMENT STANDARDS

1. Building Placement: All buildings shall front onto a public or private street, or share a frontage line with a square or other similar common open space. The front facade of buildings shall be generally parallel to front property lines when placed along the corridor right-of-way. The following shall also apply:

a. In general, the setback requirements set forth in Chapter 2 and Chapter 3 of the UDO shall apply; however, in no instance shall the front setback be less than 50 feet. For hospitals, medical clinics, large-scale retail facilities, and commercial developments that were platted prior to the establishment of the Highway Corridor Overlay District, common setback flexibility will be considered by the Technical Review Committee (TRC). TRC will consider the allowances in 4.3.2.G.1 when reviewing setbacks for hospitals, medical clinics, and large-scale retail facilities.

b. Notwithstanding any other provisions of the UDO, existing buildings built as of June 9, 2014, and not in conformity with the 50-foot front setback shall not be precluded from expanding in size based on the setback nonconformity, provided the expansion does not result in further reduction of the nonconforming setback and provide a minimum 25- foot front setback.

c. When fronting the corridor right-of-way, buildings shall have access from the front and rear of the building. For hospitals, medical clinics, and large-scale retail facilities with room for an off-set or corner door entrance on a side, this may be provided in place of a rear door.

d. The development of retail commercial centers or villages is favorable over commercial "strip development" in the Highway Corridor Overlay District.

4.3.2.G. PARKING AND VEHICULAR ACCESS

1. Off-Street Parking: For buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of the building it serves. Side yard parking is permissible and shall occupy no more than 45 percent of the principle corridor frontage line. The following shall also apply:

a. Where dimensions or topographical constraints of existing parcels restrict the location of off-street parking to the rear of the building it serves, the restrictions on side yard parking may be modified, on a case-by-case basis, by the Administrator;

b. Uninterrupted areas of parking areas shall be limited in size. Parking areas with more than 20 space[s] shall be broken by buildings and/or landscape features as outlined in Section 4.3.2.K.6; and

c. Parking areas shall be designed to allow pedestrians to safely move from their vehicles to the building.

d. Hospitals, medical clinics, and large-scale retail facilities in the HCO may include up to two (2) parking drive aisles between Hwy 521 and the adjacent building. This parking area may be no wider than 125 feet, inclusive of required landscaping islands and drive aisles. This parking area includes the 50-foot setback required in Section 4.3.2.F.1.a., for a net addition of 75 feet in setback. Where setback regulations conflict with this provision, this section of code will prevail.

END OF ITEM 1

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Allison Hardin, Interim Planning Director
ahardin@lancastersc.net

ITEM 2. Section 7.2.6.A – Bicycle Parking, Required Spaces

PROPOSED TEXT AMENDMENT:

The following section of the UDO is proposed to be amended to add bicycle parking requirements for large-scale retailers:

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	**3**	**None required**
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

CURRENT CODE:

The current code would require the same number of parking spaces as retail uses, as Costco is a retail operation (source: "Costco Wholesale is a multi-billion-dollar global retailer" from "About Us" via https://www.costco.com/about.html). Using the applicant's threshold for large-scale retailer as 100,000 square feet, the bicycle parking requirements would add up as shown:

Use	Required Short-Term Spaces	Required Long-Term Spaces
All Retail Uses	20 spaces	20 spaces

RELEVANT COMPREHENSIVE PLAN CITATIONS for ITEM 2:

Land Use Element – Community Types

An important concept introduced during the regional planning process was designating areas based on "community types." … The use of community types marks a significant shift in planning practice in the last ten to fifteen years, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The

objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work and play.

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

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

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

ITEM 2 DISCUSSION:

The applicant argues that *"Large-Scale Retailers serve the public who buy significant quantities of goods and large-sized goods to transport home, in car trunks, in trucks, on tops of cars, and otherwise. The need for bicycle parking is virtually non-existent."*

Staff does not agree. As we note in Item 4, one of the two determining factors in the applicant's proposed definition of "Large-Scale Retailers" is the square footage of the facility. There are many types of retailers that fit in more than 100,000 square feet of building without requiring a truck to take away a purchase. Two examples in Lancaster County are Walmart and Lowe's Home Improvement, both of which are frequented by a wide variety of customers; some own a vehicle and some own an alternative means of transportation, be it bicycle, moped, golf cart, or shoes. Additionally, a customer can use alternative means of transportation to visit a retailer, order an item, and arrange for delivery (such as when buying a sofa from a furniture store).

Bicycle parking isn't only provided for customers; employees may also wish to employ alternative methods of coming to work, and should not be forgotten in the parking count. With the increase in alternative transportation use by residents in and around planned neighborhoods, it might also be worth discussing adding a golf cart parking requirement in the UDO in the near future.

FINDINGS AND CONCLUSIONS for ITEM 2:

Staff opines that the proposed text amendment is inconsistent with the "Walkable Neighborhood" community type provisions of the Comprehensive Plan.

What Makes a Community Walkable?
https://www.walkscore.com/walkable-neighborhoods.shtml

- **A center:** Walkable neighborhoods have a center, whether it's a main street or a public space.
- **People:** Enough people for businesses to flourish and for public transit to run frequently.
- **Mixed income, mixed use:** Affordable housing located near businesses.
- **Parks and public space:** Plenty of public places to gather and play.
- **Pedestrian design:** Buildings are close to the street; parking lots are relegated to the back.
- **Schools and workplaces:** Close enough that most residents can walk from their homes.
- **Complete streets:** Streets designed for bicyclists, pedestrians, and transit.

Staff further opines that long-term bicycle parking for employees should be considered. The text as presented is not recommended.

STAFF RECOMMENDATION for ITEM 2:

If the Planning Commission is in favor of an amendment, staff would advise an alternative accounting for bicycles. Optional changes are provided below (with additions underlined and deletions shown in ~~strikethrough~~).

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	**~~3~~ 1 per 10,000 SF of gross floor area, 15 maximum**	**~~None required~~ 1 for every 50 employees**
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

---

END OF ITEM 2

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Allison Hardin, Interim Planning Director
ahardin@lancastersc.net

ITEM 3. Section 7.4.5.A – Wall Sign Maximum Area

PROPOSED TEXT AMENDMENT:

The following section of the UDO is proposed to be amended to allow additional sign square footage for large-scale retailers:

7.4.5 SIGNAGE STANDARDS BY CATEGORY

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Max Height	Other	Max Number
Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 square feet OR 1 square feet per linear foot of building wall, whichever is greater. 50 square ft building maximum	No sign shall extend above the roofline	12-inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 square feet OR 1 square foot per linear foot of building wall, whichever is greater. 50 square foot building maximum.			
	LI, HI, GB, RB	50 square feet OR 1square foot per linear foot of building wall, whichever is greater. 75 square foot per building maximum**, except 400 square feet per building wall maximum for Large-Scale Retailer**.			

RELEVANT COMPREHENSIVE PLAN CITATIONS for ITEM 3:

Land Use Element – Community Types
An important concept introduced during the regional planning process was designating areas based on "community types." … The use of community types marks a significant shift in planning practice in the last ten to fifteen years, away from conventional and functional designations that merely specified the use of land and towards a renewed interest in the relationships between land uses and urban design. The objective of this more contextual way of classifying land uses is to produce more economically and environmentally attractive places to live, work and play.

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

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

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

ITEM 3 DISCUSSION:

Signage is very important to a business. Too little, and you might lose opportunities for sales; too much, and the community may complain about visual clutter. Good sign code balances the needs of both the business and the residents.

At the May 4 workshop, the Planning Commission expressed interest in finding a way to relate the Costco request to other large-scale businesses (retail and grocery) in the Indian Land area. Staff compiled the information gathered in the table below.

It's worth noting that none of these facilities have signage on all four sides, and that few counties or municipalities allow every wall to have signage as the applicant requested.

Store	Address	Sq Ft*(area)	Wall Signage*(Front)	Distance*from 521	Zone
ALDI	9553 Charlotte Hwy	18,000	30 sq ft x 2	125 ft	RB
Food Lion	8175 Charlotte Hwy	46,000	175 sq ft	325 ft	PDD
Harris Teeter	6271 Carolina Commons Dr	54,000	215 sq ft + 30 sq ft	375 ft	PDD
Lowes Home Improvement	181 Fort Mill Hwy	150,000	500 sq ft + 50 sq ft + 100 sq ft	750 ft	RB
Publix	8360 Charlotte Hwy	52,000	200 sq ft	700 ft	GB
Walmart Supercenter	10048 Charlotte Hwy	165,000	150 sq ft	800 ft	RB

**all measurements are rounded off and approximate; signs on one side of the building except for ALDI (two faces)*
-Harris Teeter and Lowes have signage on multiple entrances, and all are on the same side of the building

Some additional information to help put the sign request in perspective:

- The sign area requested per wall is 400 square feet.
    - The area of a regular digital billboard (monopole, one face) is 400 square feet.
    - The UDO currently limits billboards in Lancaster County at 150 square feet.

Staff agrees that the signage allowance needs to be somewhat proportionate to the wall. Staff disagrees that the request is in line with Walmart and Lowes Home Improvement (see above).

The applicant's justification reads, in part, that *"Applicant seeks relief from the HCO's requirement that the Large-Scale Retailer building front on the highway corridor and that the planned building will be located some distance back from the highway."* This is a self-created issue and would not be an applicable explanation in other situations, as in when a request creates a non-conformity. The Indian Land sign survey (in the table above) has many examples of businesses located farther from the Hwy 521 corridor and utilizing less wall-mounted signage than requested.

STAFF RECOMMENDATION for ITEM 3:

If the Planning Commission is in favor of an amendment, staff would advise an alternative total square footage measurement for wall signage per large-scale retail site and a limitation on the number of walls where the signs may be installed/displayed. Optional changes are provided below (with additions underlined and deletions shown in ~~strikethrough~~).

7.4.5 SIGNAGE STANDARDS BY CATEGORY

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Max Height	Other	Max Number
Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 square feet OR 1 square feet per linear foot of building wall, whichever is greater. 50 square ft building maximum	No sign shall extend above the roofline	12-inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 square feet OR 1 square foot per linear foot of building wall, whichever is greater. 50 square foot building maximum.			
	LI, HI, GB, RB	50 square feet OR 1square foot per linear foot of building wall, whichever is greater. 75 square foot per building maximum**, except maximum 400 square feet ~~per building wall~~ each on a maximum of two walls (totaling 800 square feet per project) for Large-Scale Retailer**.			

END OF ITEM 3

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Allison Hardin, Interim Planning Director
ahardin@lancastersc.net

ITEM 4. Section 10.3 – Definitions, to add a definition for "Large-Scale Retailer"

PROPOSED TEXT AMENDMENT:

The following section of the UDO is proposed to be amended to add a definition for "Large-Scale Retailer":

Section 10.3 Use Type Definitions

"Large-Scale Retailer" is a type of General Commercial use and includes membership-only retail warehouse facilities. Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area.

CURRENT CODE:

Currently, the UDO does not have a standalone definition of a "large-scale retailer."

The Definitions section of the UDO is separated into two parts: the first is a list of definitions of Use Types, which helps staff interpret what use to apply when discussing permitted activities and development standards. The second is a general definition section, where all other definitions are housed. The most relevant definitions to the proposed project are in the Use Type section and are as follows:

> **GENERAL COMMERCIAL**
> A place of business providing the sale and display of goods or sale of services directly to the consumer, with goods available for immediate purchase and removal from the premises by the purchaser.
>
> **WHOLESALING AND DISTRIBUTION**
> Establishments engaged in transferring, loading, unloading, buying and selling merchandise to and from retailers, contractors, trucking and freight companies, manufacturers, institutions, farms, other wholesalers, or other professional businesses.
>
> This includes establishments such as trucking terminals, goods transfer facilities, and other establishments acting as agents or brokers in buying, selling or otherwise transferring merchandise to or from the aforementioned entities.
>
> This does not include establishments engaged in selling goods and merchandise to the public.
>
> Specific examples of these establishments include:
>
> 1) Agents, merchandise or commodity brokers, and commission merchants;
> 2) Assemblers, buyers and associations engaged in the cooperative marketing of farm products;
> 3) Merchant wholesalers;
> 4) Stores primarily selling electrical plumbing, heating and air conditioning supplies, and equipment; and
> 5) Trucking terminals.

RELEVANT COMPREHENSIVE PLAN CITATIONS for ITEM 4:

None.

ITEM 4 DISCUSSION:

The applicant argues that *"Large-Scale Retailers are unique. They occupy very large buildings that are not conducive to fronting against a highway corridor. They have large customer parking demands that justify locating parking surrounding them including parking located between the road and the building. Parking requirements would fall under General Commercial at 1 space per 250 [square foot]."*

Facts confirm that commercial projects with more than 100,000 square feet are at least rare, if not unique. In 2017, Lancaster County compiled a geographic information system (GIS) database of the footprint of all structures at the time. Out of almost 68,000 structures surveyed, 41 were more than 100,000 square feet. *(See map, next page.)* Large-scale commercial projects are expensive to build, take years to plan for, sometimes require assembling multiple pieces of land to achieve, and represent a lot of risk on the developer's side. The best ones are good community neighbors, provide stable jobs for residents, and are backed by successful parent companies.

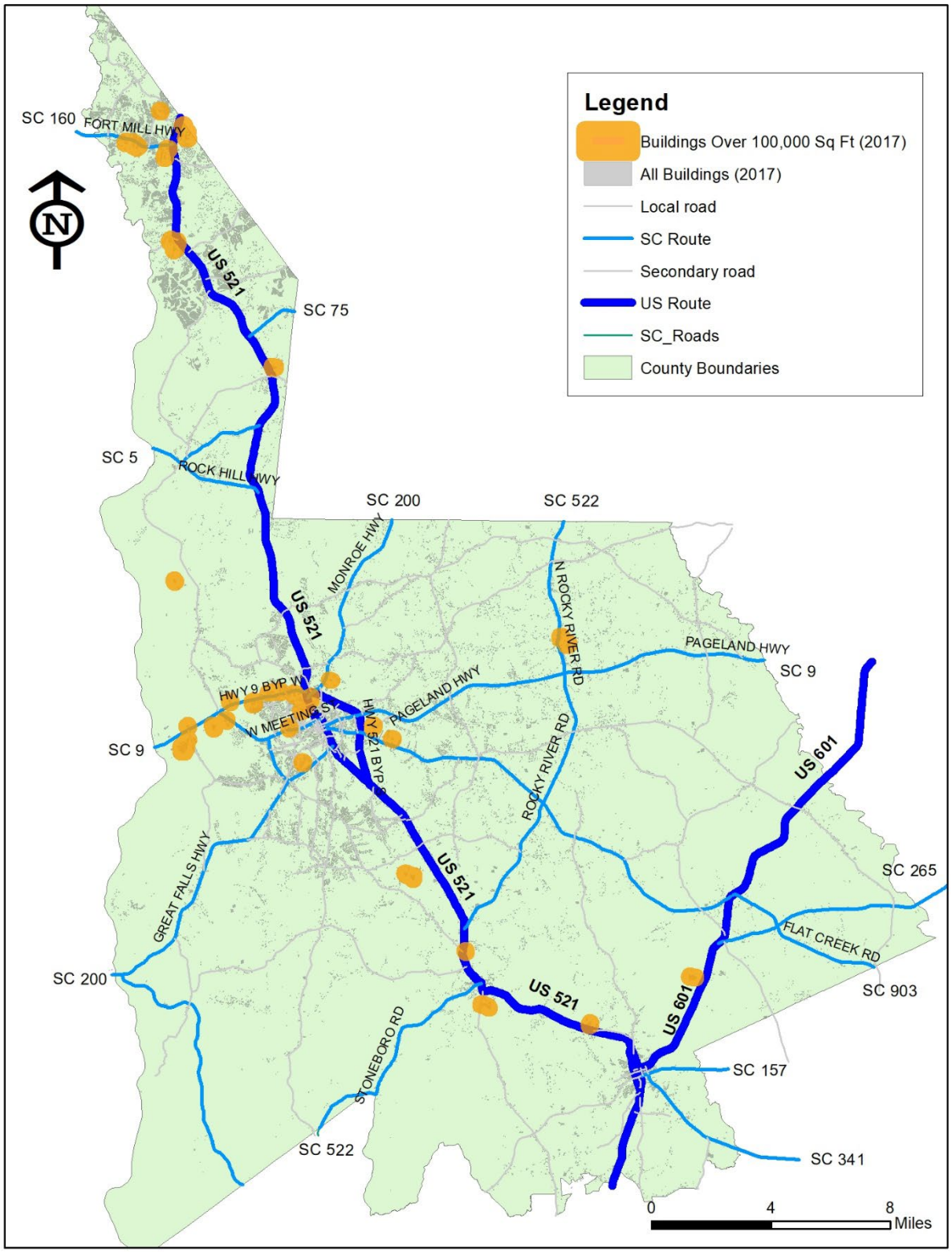
The challenge in the proposed definition is that there are many other businesses that would classify under the moniker "large-scale retailer," and not all of them are as successful as Costco. Some have been forced to close since the changes to retailing after the COVID pandemic, leaving behind unique, empty buildings. Some have left large vacant buildings and decaying parking lots behind when they decided to build new on undeveloped ground rather than renovate the existing location.

In the Indian Land area, there are already two independent, standalone retail businesses with more than 100,000 square feet in structure (Walmart predates the 2016 UDO):

Store	Address	Sq Ft*(area)	Distance*from 521	Zone
Lowes Home Improvement	181 Fort Mill Hwy	150,000	750 ft	RB
Walmart Supercenter	10048 Charlotte Hwy	165,000	800 ft	RB

**all measurements are rounded off and approximate*

(Left: Lowes Home Improvement; Right, Walmart)


Legend
Buildings Over 100,000 Sq Ft (2017)
All Buildings (2017)
Local road
SC Route
Secondary road
US Route
SC_Roads
County Boundaries
SC 160
FORT MILL HWY
US 521
SC 75
SC 5
ROCK HILL HWY
SC 200
SC 522
MONROE HWY
US 521
N ROCKY RIVER RD
PAGELAND HWY
SC 9
HWY 9 BYP W
W MEETING ST
HWY 521 BYP
PAGELAND HWY
SC 9
ROCKY RIVER RD
US 601
GREAT FALLS HWY
US 521
SC 265
FLAT CREEK RD
SC 200
US 521
US 601
SC 903
STONEBORO RD
SC 157
SC 522
SC 341
0
4
8
Miles

Large buildings are also not always "not conducive" to fronting on a highway corridor. Conduciveness is all down to design. In the example below, this mixed-use development in Raleigh, NC fronts Lake Boone Trail, a high-traffic collector (comparable traffic counts to Hwy 521 in Indian Land). The design includes a plaza to accommodate the project slope that descends from west to east. Signage is a combination of wall-mounted, with a portion above the tree line scaled for visibility to vehicles, and freestanding signage at the sidewalk level that is scaled to pedestrians. When a project abuts high-traffic-volume highway corridors, it's best when businesses along the corridor employ design elements and sign packages to get the most of the commuters' attention.

Staff questions the statement that the large parking demands "justify locating parking surrounding them," and is hard-pressed to find a rational nexus for it. Large parking demands are found in a wide variety of facilities – from retail to residential, commercial to college – and there are multiple ways to address those demands.

STAFF RECOMMENDATION for ITEM 4:

This proposal is key to making the remaining text amendments work for the applicant. If the Planning Commission is in favor of the changes in Item 1, 2, and 3, then this request should be adopted as well; we recommend making the definition broader, such as:

"Large-Scale Retailer" is a retail use located in buildings of at least 100,000 square feet of gross floor area.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:
Allison Hardin, Interim Director

Lancaster County
South Carolina

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

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant
- Fees associated with Application

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended: See Text Amendment Items 1 through 5 on attached pages.

Current Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the current text of the UDO Sections Proposed to be Amended.

Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the proposed new text (underlined) for the UDO Sections Proposed to be ~~Amended~~.

Description of Need for Proposed Text:
Please see proposed Text Amendment Items 1 through 5 on the attached pages for the accompanying Description of Need for each Proposed Text Amendment.

☑ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name: Yates Dunaway for C4 OP Owner, LLC

Address: 801 East Blvd

City: Charlotte State: NC Zip: 28203 Phone: 312-485-2722

Fax: _____ Email: ydunaway@csere.com

APPLICATION CERTIFICATIONS

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

Yates Dunaway — 3-30-23

Applicant — Date

Yates Dunaway — 3-30-23

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS

1. **Submit Application**

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

2. **Planning Commission**

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

3. **County Council**

- Approves, denies, or submits application to the Planning Commission for further study.
- Action requires three readings for approval

Text Amendment Item 1.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.B.2 – DISTRICT BOUNDARIES AND APPLICABILITY:

B. DISTRICT BOUNDARIES AND APPLICABILITY

Section 4.3.2.B.2. The Highway Corridor Overlay District development regulations, as set forth in the Highway Corridor Overlay District, apply to all uses on the properties zoned Highway Corridor Overlay District except for single family housing as identified in Section 2.5, Permitted Uses. The development regulations applicable to single family housing are the development regulations of the underlying zoning district. In addition, Hospitals, Medical Clinics, and Large-Scale Retailer facilities shall be exempt from the Highway Corridor Overlay District development regulations located in Section 4.3.2.F.1., Subsection 4.3.2.F.1.b., Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a.

Description of Need for Proposed Text. Currently, Section 4.3.2.F.1. requires that the front façade of buildings shall front on the street and be parallel to front property lines when placed along the corridor right-of-way. Subsection 4.3.2.F.1.b. requires that when fronting the corridor right-of-way, buildings shall have access from the front and rear of the building.

Section 4.3.2.G.1. requires that, for buildings fronting on the corridor, off-street surface parking shall be located primarily to the rear of building it serves and provides that side yard parking shall occupy no more than 45 percent of the principal corridor frontage line. Subsection 4.3.2.G.1.a. grants the Administrator authority to allow a higher percentage of side yard parking where dimensions or topographical constraints restrict the amount of off-street parking that can be placed to the rear of the building it serves.

Requiring frontage on the highway corridor and doing so as close as 25 feet has proven to be unworkable in many instances and counter to the goal of allowing room for the planned future widening of Highway 521 itself. For these reasons, the current draft of the Highway Corridor Overlay District in the UDO Update dated December 21, 2022, Chapter 2, proposed Section 2.7.3, footnote 37, calls for the elimination of the build-to line and the 25 feet setbacks.

Furthermore, the County's UDO Assessment, dated August 26, 2021, Appendix 1, Staff Recommendations for UDO Update, at page 10, reflects the opinions of both the Staff and Economic Development that the limitation on retail stores visible from the road with parking in front does not lend itself to developments that appear welcoming and full of activity, which in turn limits their ability to be successful. Economic Development recommended eliminating design requirements that hide the front of stores from the road and that require buildings to be constructed close to the road. Staff Recommendations regarding Section 4.3.2.G specifically call for allowing parking between the road and building for large centers.

Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area. For the reasons stated by Staff in the UDO Assessment and as reflected in draft of Section 2.7.3 prepared by the County's consultants, these projects should not be required to front up against the highway corridor. Large-Scale Retailers should be allowed to locate their major buildings back

away from the corridor with parking surrounding them including parking located between the road and building. For these same reasons, the current limitations on side yard parking and requirement for front and rear building access should be eliminated for Large-Scale Retailers.

Hospitals and Medical Clinics serve a unique role in our community and have a standard site layout. For many of the reasons stated above, future highway widening and visibility, medical buildings should not be required to front up against the highway corridor with limited setbacks. Moreover, basic access to Hospitals and Medical Clinics calls for non-emergency patients and visitors to park and enter the front of the building. The emergency department and ambulance access are located at the rear of the building. And for safety and privacy reasons non-emergency and emergency access are kept separate.

Text Amendment Item 2.

Amend Section 4.3.2 of the Highway Corridor Overlay District (HCO) by adding the following underlined proposed text to the current text of Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS:

> **Section 4.3.2.D – EXCEPTIONS AND NON-CONFORMING SITUATIONS**
>
> Any property zoned and used for a single family residential use, including the single family residential portion of a property zoned Planned Development District (PDD), shall be exempt from the development standards of the Highway Corridor Overlay District. Any property zoned and used for a Hospital, Medical Clinic, and Large-Scale Retailer shall be exempt from the development standards of the Highway Corridor Overlay District located in Section 4.3.2.F.1. Subsection 4.3.2.F.1.b, Section 4.3.2.G.1., and Subsection 4.3.2.G.1.a. When a parcel has a vested right in effect, that parcel may be exempt from certain provisions of the Highway Corridor Overlay District, as outlined in Chapter 9 of the UDO. The development standards of this overlay district shall apply to all other properties within the district boundaries as outlined in Section 4.3.2.B.

Description of Need for Proposed Text. Please see discussion under Amendment Item 1 above.

Text Amendment Item 3.

Amend Section 10.3 of the UDO to add a new definition for "Large Scale Retailer":

> "Large-Scale Retailer" is a type of General Commercial use and includes membership-only retail warehouse facilities. Large-Scale Retailers are located in buildings of at least 100,000 square feet of gross floor area.

Description of Need for Proposed Text. Large-Scale Retailers are unique. They occupy very large buildings that are not conducive to fronting against a highway corridor. They have large customer parking demands that justify locating parking surrounding them including parking located between the road and building. Parking requirements would fall under General Commercial at 1 space per 250 SF per Section 7.2.4.A.

Text Amendment Item 4.

Add a new line (new line underlined below) to the chart located in UDO Section 7.2.6.A. – BICYCLE PARKING - for Large-Scale Retailer use:

7.2.6 BICYCLE PARKING

A. REQUIRED SPACES

The following minimum bicycle parking spaces are required (Excludes RUB, LI, HI, and M Districts):

Use	Required Short-Term Spaces	Required Long-Term Spaces
Dwelling, Multi-Family	1 per 20 units, 3 minimum	1 per 5 units (Projects with 10+ units only)
All Other Residential Uses	None Required	None Required
All Retail Uses	1 per 5,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
All Commercial Uses	1 per 10,000 SF of gross floor area, 3 minimum	1 per 5,000 SF of gross floor area
Large-Scale Retailer Use	3	None Required
All Civic Uses	1 per 5,000 SF of gross floor area, 3 minimum	None Required

Description of Need for Proposed Text. Large-Scale Retailers serve the public who buy significant quantities of goods and large-sized goods to transport home, in car trunks, in trucks, on tops of cars, and otherwise. The need for bicycle parking is virtually non-existent. If the current bicycle requirement were applied to Large-Scale Retailers and calculated by the amount of floor area, then the result would be an extraordinary number of spaces reserved for a method of transportation that does not apply due to the quantities and size of goods typically involved in sales by Large-Scale Retailers.

Text Amendment Item 5.

Amend UDO Section 7.4.5, "Signage Standards by Category," by adding the underlined text to Section 7.4.5.A., "Attached Sign Standards," Subsection A., "Wall Signs," at bottom of the column for "Maximum Area," adding ", except 400 sq ft per building wall maximum for Large-Scale Retailer":

A. ATTACHED SIGN STANDARDS

	Permitted Location	Maximum Area	Maximum Height	Other Requirements	Maximum Number
A. Wall Signs	AR, RR, RN, LDR, MDR, HDR, UR, RUB, PB, HDR (non-residential uses only, but not Home Occupations)	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum	No sign shall extend above the roofline	12 inch maximum protrusion	None. May not exceed maximum calculated square footage on any wall (cannot move allotment from one wall to another)
	NB, INS, RMX, MX, IMX	30 sq ft OR 1 sq ft per linear ft of building wall, whichever is greater. 50 sq ft building maximum.			
	LI, HI, GB, RB	50 sq ft OR 1sq ft per linear ft of building wall, whichever is greater. 75 sq ft building maximum, **except 400 sq ft per building wall maximum for Large -Scale Retailer**			

Description of Need for Proposed Text. Large-Scale Retailers by definition have over 100,000 square feet of gross floor area. The limit on wall signage of 75 square feet would produce wall signage size that is inadequate and disproportionate architecturally to the magnitude of the building. A sign this small would look awkward and out of place on the wall of a Large-Scale Retailer's building. Increasing the maximum signage to 400 square feet per wall is in line with the magnitude of the building and comparable to existing major retailers in the vicinity, such as Walmart and Lowe's Home Improvement. Note that Applicant seeks relief from the HCO's requirement that the Large-Scale Retailer building front on the highway corridor and that the planned building will be located some distance back from the highway.

Agenda Item Summary

Ordinance # / Resolution #: RZ-2022-0344 C4 OP Owner LLC/Costco
Contact Person / Sponsor: M. Blaszyk
Department: Planning
Date Requested to be on Agenda: 5/16/2023

Issue for Consideration:

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

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/10/2023	Planning Staff Report
Application	4/4/2023	Exhibit
Location Map	5/4/2023	Exhibit
The Exchange DA (Ord 2021-1773)	5/10/2023	Ordinance
The Exchange CC&R	5/8/2023	Exhibit

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

OVERVIEW

Proposal

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

Site Information

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

Summary of Adjacent Zoning and Uses

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

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

PARCEL HISTORY

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

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

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

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

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

ANALYSIS & FINDINGS

Current Zoning District - LI

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

Requested District - RB

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

Compatibility with Surrounding Area

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

RELATIONSHIP TO THE DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANTS

Development Agreement (DA):

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

Covenants, Conditions and Restrictions (CCRs):

CCR 1, recorded with the DA in Oct 2021:

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

CCR 2, recorded separately in Oct 2022:

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

RELATIONSHIP TO PUBLIC PLANS

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

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

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

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

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

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

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

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

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

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

Public Utilities

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

Public Schools

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

STATE CODE REGARDING RESTRICTIVE COVENANTS

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

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

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

(1) in the application for the permit;

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

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

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

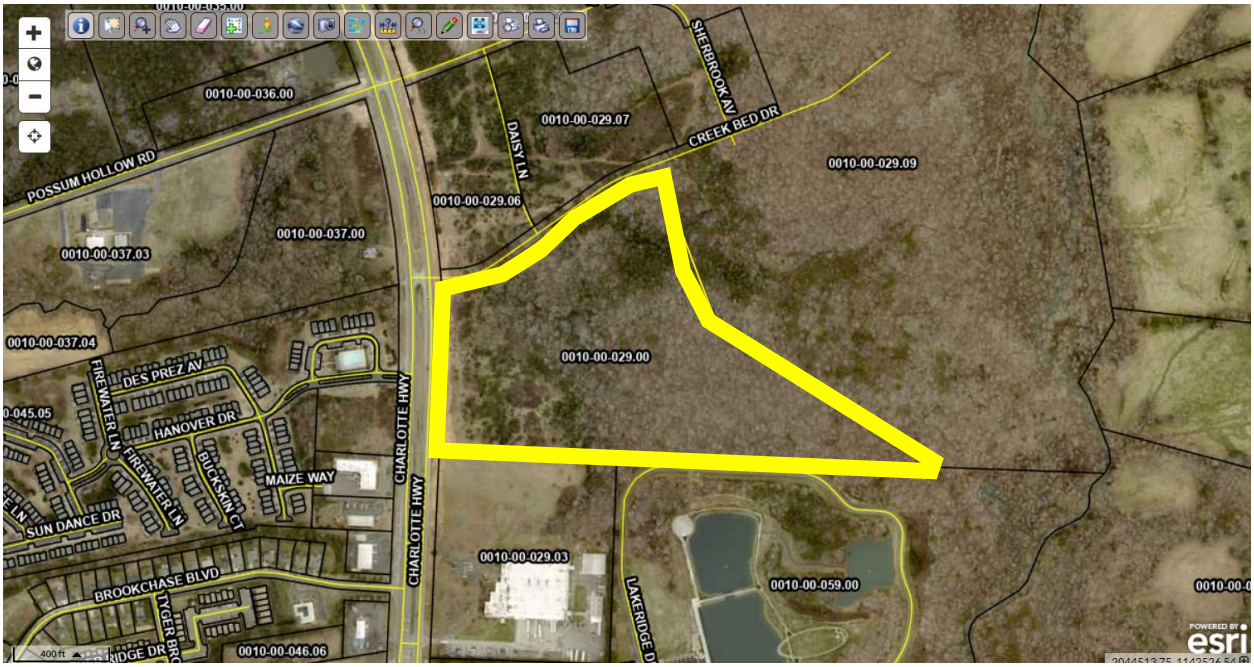
(C) As used in this section:

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

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

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

MAP AND PHOTOS OF PROJECT AREA:



An ariel view of the subject property is visible above.

Facing subject parcel

Facing North on 521

Facing South on 521

PLANNING STAFF COMMENTS:

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

ATTACHMENTS:

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

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

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

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

CONTACT INFORMATION

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

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

Yate Dunaway — 3-25-23

Applicant — Date

Yate Dunaway — 3-25-23

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

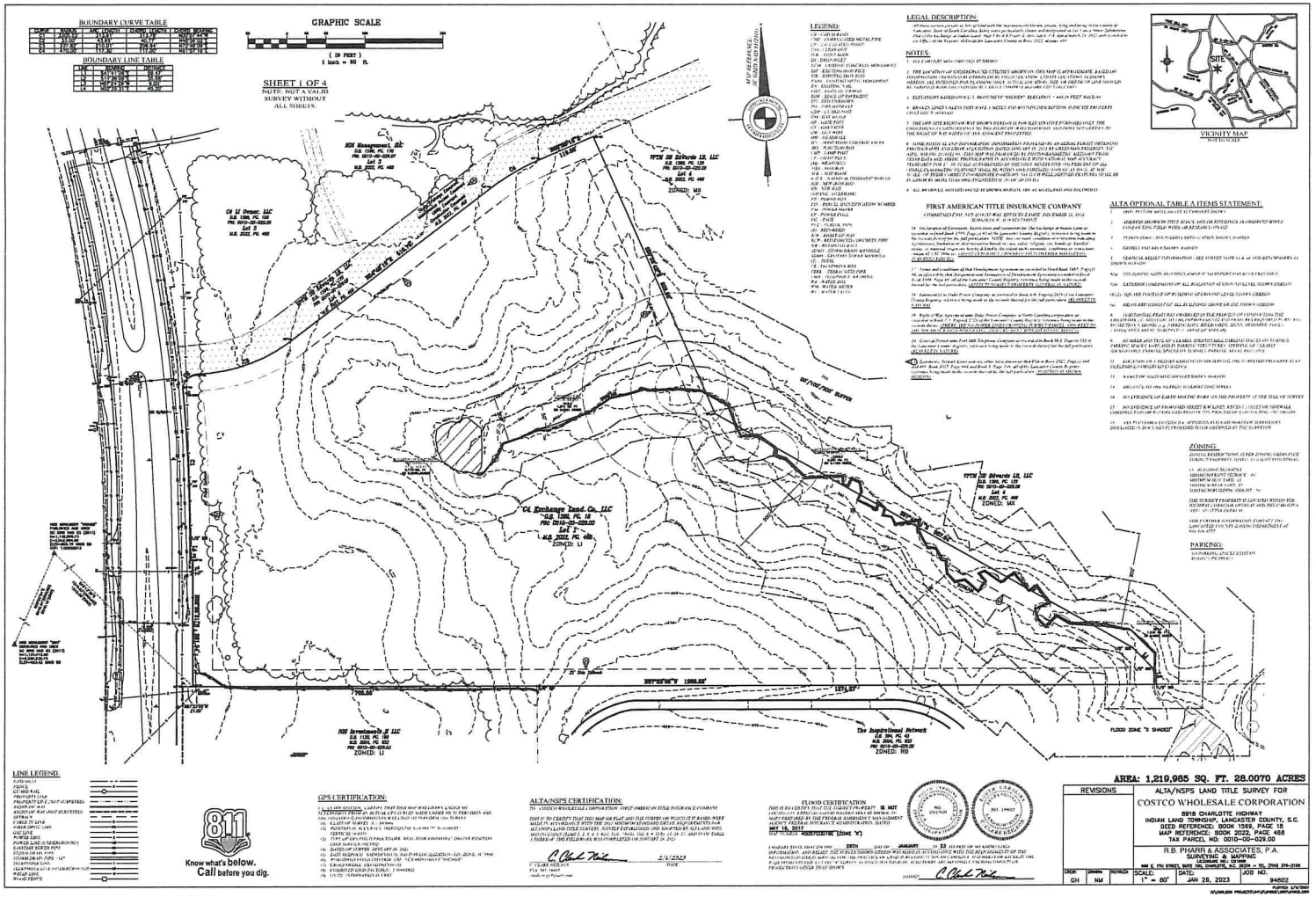
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

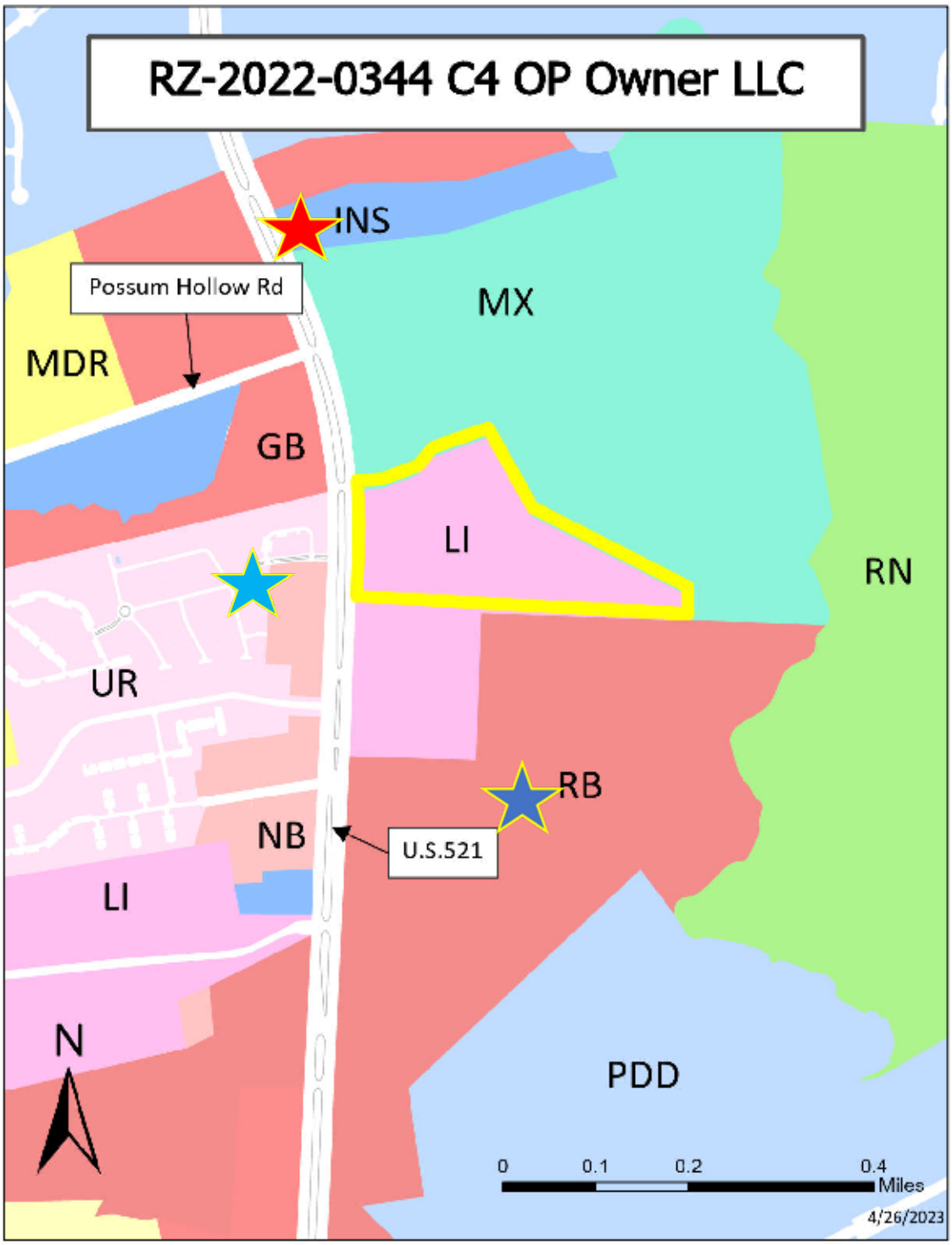
2. **Planning Commission**

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

3. **County Council**

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


BOUNDARY CURVE TABLE
BOUNDARY LINE TABLE
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
SHEET 1 OF 4
NOTE: NOT A VALID SURVEY WITHOUT ALL SHEETS.
LEGEND:
LEGAL DESCRIPTION:
NOTES:
FIRST AMERICAN TITLE INSURANCE COMPANY
ALTA OPTIONAL TABLE A ITEMS STATEMENT:
VICINITY MAP
NOT TO SCALE
SITE
ZONING:
PARKING:
CH Embassy Lead. Co., LLC
D.B. 1286, PG. 18
PIN: 0010-00-029.00
Lot 2
M.B. 2022, PG. 468
ZONED: LI
NSR Investments, LP, LLC
D.B. 1326, PG. 150
M.B. 2004, PG. 62
PIN: 0010-00-029.01
ZONED: LI
NSR Management, LLC
D.B. 1326, PG. 150
PIN: 0010-00-029.07
Lot 3
M.B. 2022, PG. 468
CH LI Owner, LLC
D.B. 1286, PG. 100
PIN: 0010-00-029.08
Lot 5
M.B. 2022, PG. 468
YFTH SB Edwards LB, LLC
D.B. 1286, PG. 122
PIN: 0010-00-029.09
Lot 4
M.B. 2022, PG. 468
ZONED: MX
The Inspirational Network
D.B. 304, PG. 62
M.B. 2004, PG. 62
PIN: 0010-00-029.03
ZONED: RD
FLOOD ZONE "X SHADED"
LINE LEGEND:
GPS CERTIFICATION:
ALTA/NSPS CERTIFICATION:
FLOOD CERTIFICATION
Know what's below. Call before you dig.
AREA: 1,219,985 SQ. FT. 28.0070 ACRES
REVISIONS
ALTA/NSPS LAND TITLE SURVEY FOR
COSTCO WHOLESALE CORPORATION
8918 CHARLOTTE HIGHWAY
INDIAN LAND TOWNSHIP, LANCASTER COUNTY, S.C.
DEED REFERENCE: BOOK 1599, PAGE 18
MAP REFERENCE: BOOK 2022, PAGE 468
TAX PARCEL NO: 0010-00-029.00
R.B. PHARR & ASSOCIATES, P.A.
SURVEYING & MAPPING
LICENSURE NO.: C01696
400 S. 4TH STREET, SUITE 100, CHARLOTTE, NC 28202 - TEL (704) 376-2186
CKD: GH
DRAWN: NM
REVISED:
SCALE: 1" = 60'
DATE: JAN 28, 2023
JOB NO.: 84502



Lancaster County
South Carolina

Proposal:
Rezoning: LI to RB

Subject Property

Crossridge Center/
Inspiration Network

Transformation Church

Hanover Subdivision

FILED
OFFICE OF CLERK
OF COURT

2021 OCT 29 AM 9:47

CLERK OF COURT
LANCASTER, SC

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

AN ORDINANCE

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

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

Section 1. Findings and Determinations.

The Council finds and determines that:

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

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

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

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

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

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

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

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

Section 2. Approval of Development Agreement.

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

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this 25th day of October, 2021.

LANCASTER, SOUTH CAROLINA

Steve Harper, Chair, County Council

Billy Mosteller, Secretary, County Council

ATTEST:

Sherrie Simpson, Clerk to Council

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

Approved as to form:

John DuBose, County Attorney

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I

GENERAL

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

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

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

(2) "Agreement" means this Development Agreement.

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

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

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

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

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

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

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

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

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

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

(12) "Parties" means County and Developer.

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

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

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

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

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

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

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

Section 1.06. Development Program.

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

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

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

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

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

(C) The County represents that prior to the final reading of Ordinance No. 2021-1773 that at least two public hearings were held after publication of the required notice and the publication of a notice of intent to consider a proposed development agreement.

Section 2.02. Representations and Warranties of Developer.

(A) Developer represents that the number of acres of highland contained in the Property is greater than twenty-five acres.

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

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

ARTICLE III

DEVELOPMENT RIGHTS

Section 3.01. Vested Right to Develop.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

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

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

Section 4.01D. Fee Schedule Annual Update. The developer fees set forth in Section 4.01B and Section 4.01C (collectively "Developer Fees") shall be adjusted annually to reflect the effects of inflation on the costs for facilities and services set forth herein. The fee amounts shall be adjusted using the Construction Cost Index calculated by the publication, Engineering New Record (ENR). For each such adjustment, each of the Development Fees shall be multiplied by a fraction, the

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

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

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

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

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

(3) Developer will establish a setback line for vertical buildings along Highway 521 of fifty feet (50') from the edge of the current Highway 521 right-of-way to help avoid conflicts with a future road widening project.

(4) If requested by the County, Developer agrees to dedicate right of way to Lancaster County extending from the terminus of "Street 'C'" to the boundary of the Property along Six Mile Creek as shown on Exhibit B. At some future date, if Lancaster County is able to obtain right of way beyond the boundaries of the Property for a proposed Collector Road, the Developer agrees to dedicate "Street C" and that portion of "Street A" extending from Highway 521 up to, and including, the intersection of "Street A" and "Street C" to Lancaster County as publicly maintained rights of ways. Developer acknowledges that the decision to obtain further right of way for a collector road beyond the Property boundaries and the decision to accept the aforesaid streets as publicly maintained rights of ways shall be at the sole discretion of Lancaster County, provided the aforesaid streets must be accepted by Lancaster County as publicly-maintained rights of ways if they are to be connected and used as part of a collector road system. Pursuant to Ordinance 2014-1299, County finds that the aforesaid roads, if later dedicated as part of a collector road, will provide connectivity to the county road system and serve as a necessary component for the proper development of the county road system.

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

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

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

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

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

(G) Carolina Thread Trail Connection. Developer will make a good faith effort to locate an appropriate easement for a spur trial connectiong the Property to the Carolina Thread Trail ("CTT"). The CTT is not located upon the subject property and Develepor is not required to construct a section of the CTT but has agreed to undertake good faith efforts to dedicate an easement to Lancaster County, or its successor and assigns, for a potential spur trial from the Property in order to link the Property to the CTT.

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: C4 Investments, LLC

d/b/a Crosland Southeast
Attn: Yates Dunaway
121 West Trade Street, Suite 2550
Charlotte, NC 28202

With a Copy to: Robinson Bradshaw
Attn: Benjamin A. Johnson
202 E. Main Street, Suite 201
Rock Hill, SC 29730

Section 5.02. Amendments.

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

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

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

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

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

Section 5.04. Breach of Agreement.

(A) If, as a result of the periodic review provided in Section 5.03 of this Agreement or at any other time, the Development Services Director for the County, or their designee, finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the Development Services Director for the County shall serve notice in writing, within a reasonable time

after the periodic review, upon the Developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the Developer a reasonable time in which to cure the material breach.

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

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

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

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

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

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

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

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

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

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

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

Section 5.15. Governing Law; Jurisdiction; and Venue.

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

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

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

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

Section 5.19. When Agreement takes Effect. This Agreement is dated as of the Agreement Date and takes effect when (*i*) the County and Developer have each executed the Agreement, and (*ii*) the Developer has delivered to the County Administrator clocked-in copies, with book and page numbers, of the recorded deeds conveying the Property to Developer. If the County Administrator has not received clocked-in copies of the deeds conveying the Property to Developer by 5:00 p.m., December 31, 2022, then this Agreement is automatically terminated without further action of either the County or Developer. The obligation of the Developer pursuant to Section 4.02 is effective on the date the last Party to sign this Agreement executes this Agreement and the obligations imposed on Developer pursuant to Section 4.02 survives the termination of this Agreement pursuant to this Section.

Section 5.20. General Terms and Conditions.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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

WITNESSES:

Sherrie M. Simpson

Benjamin A. Jones

DEVELOPER:
C4 Investments, LLC,
d/b/a Crosland Southeast

By: Peter B. Pappas
Name: Peter B. Pappas
Title: Manager
Date: 10-25-2021

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named C4 Investments, LLC d/b/a Crosland Southeast, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
25th day of October, 2021

Sherrie M. Simpson

Notary Public Signs AS NOTARY
Notary Public for the State of SC
My Commission Expires: 02-27-2027

SEAL

Sherrie M. Simpson

SWORN to before me this
25 day of OCTOBER, 2021
Notary Public for the State of SC

Joseph Bryan

13661344v5 27329.00011

Error
SWS
10/25/21

WITNESSES:

Sherrie M. Simpson

Diane Willis

Dennis E. Marshall

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Steve Harper, Chair, County Council

Date: 10-25-2021

By: _____
Billy Mosteller, Secretary, County Council

Date: 10-25-2021

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

Sherrie M. Simpson
First Witness Signs Again Here

Seal

SWORN to before me this
25th day of October, 2021.

Notary Public Signs AS NOTARY

Sherrie M. Simpson
Notary Public for the State of South Carolina
My Commission Expires: 02-27-2027

error
SMS
10/25/21

SEAL

SWORN to before me this
25th day of OCTOBER, 2021
Notary Public for the State of SC

Jennifer Bryan

Exhibit A

Exhibit A-1 (Legal Description)

Parcel A

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

Commencing at an existing NGS Monument "Higher" having SC Grid NAD 83 coordinates of N:1,142,096.73; E:2,042,984.66; thence North 37°01'25" East a horizontal ground distance of 1131.77 feet to a new 1/2" iron rod, situated at the intersection of the easterly margin of Charlotte Highway (US Highway 521)(a variable width public right-of-way) as shown on SCDOT plans File No. 29.462, Project No. F-117(93), dated January 14, 1982, with the southerly line of the lands as described in Deed Book 1180, Page 46 and shown on Plat Book 2018, Page 350, all Deed and Plat Books recorded in the Lancaster County Public Register of Deeds and being the Point of Beginning; thence along the southerly and easterly line of the aforesaid lands for the following three (3) courses and distances; 1) North 83°20'55" East passing an existing 5/8" iron rod at 5.20 feet for a total distance of 845.23 feet to an existing 5/8" iron rod; 2) North 74°06'08" East passing an existing 1/2" iron rod at 861.72 feet for a total distance of 998.96 feet to an existing 3/4" iron pipe; 3) North 18°34'18" West passing a new 1/2" iron rod at 193.20 feet for a total distance of 213.20 feet to a point, situated in the centerline of Six Mile Creek; thence meandering along and with the centerline of the aforesaid Six Mile Creek for the following fifty-three (53) courses and distances; 1) North 79°05'03" East a distance of 20.81 feet to a point; 2) North 67°57'31" East a distance of 67.71 feet to a point; 3) North 37°21'13" East a distance of 82.31 feet to a point; 4) North 33°46'42" East a distance of 63.47 feet to a point; 5) North 11°41'58" West a distance of 36.66 feet to a point; 6) North 32°04'06" West a distance of 71.34 feet to a point; 7) North 34°43'22" West a distance of 70.84 feet to a point; 8) North 07°12'22" West a distance of 25.80 feet to a point; 9) North 15°02'51" East a distance of 53.00 feet to a point; 10) North 39°22'03" East a distance of 47.16 feet to a point; 11) North 57°24'20" East a distance of 39.38 feet to a point; 12) North 58°28'18" East a distance of 86.27 feet to a point; 13) North 39°33'35" East a distance of 35.19 feet to a point; 14) North 14°21'23" East a distance of 70.23 feet to a point; 15) North 00°00'28" West a distance of 33.04 feet to a point; 16) North 20°50'06" West a distance of 30.24 feet to a point; 17) North 14°58'10" East a distance of 17.86 feet to a point; 18) North 60°39'34" East a distance of 17.46 feet to a point; 19) North 60°49'54" East a distance of 92.84 feet to a point; 20) North 49°50'14" East a distance of 71.96 feet to a point; 21) North 80°14'22" East a distance of 79.00 feet to a point; 22) South 63°10'45" East a distance of 103.02 feet to a point; 23) South 33°09'17" East a distance of 36.16 feet to a point; 24) South 22°06'48" East a distance of 38.46 feet to a point; 25) South 04°20'20" East a distance of 67.64 feet to a point; 26) South 06°34'14" West a distance of 45.30 feet to a point; 27) South 25°57'58" West a distance of 70.33 feet to a point; 28) South 08°40'26" West a distance of 14.10 feet to a point; 29) South 45°47'13" East a distance of 19.32 feet to a point; 30) South 73°02'46" East a distance of 14.98 feet to a point; 31) North 81°38'59" East a distance of 74.53 feet to a point; 32) North 68°01'33" East a distance of 116.06 feet to a point; 33) North 87°22'55" East a distance of 88.32 feet to a point; 34) South 60°45'32" East a distance of 86.47 feet to a point; 35) South 20°51'13" East a distance of 109.61 feet to a point; 36) South 32°53'30" East a distance of 56.21 feet to a point; 37) South 13°04'05" East a distance of 22.86 feet to a point; 38) South 01°06'24" East a distance of 81.95 feet to a point; 39) South 05°29'21" East a distance of 84.31

feet to a point; 40) South 03°02'00" West a distance of 69.21 feet to a point; 41) South 05°33'28" East a distance of 70.48 feet to a point; 42) South 04°05'50" West a distance of 109.09 feet to a point; 43) South 05°45'35" East a distance of 73.09 feet to a point; 44) South 06°13'48" West a distance of 68.07 feet to a point; 45) South 00°12'10" East a distance of 128.50 feet to a point; 46) South 08°32'39" West a distance of 134.76 feet to a point; 47) South 19°28'42" West a distance of 78.03 feet to a point; 48) South 38°44'35" West a distance of 104.48 feet to a point; 49) South 03°55'34" West a distance of 32.92 feet to a point; 50) South 22°08'35" East a distance of 42.54 feet to a point; 51) South 56°13'34" East a distance of 91.55 feet to a point; 52) South 18°35'01" East a distance of 40.72 feet to a point; 53) South 12°52'03" West a distance of 54.90 feet to a point, situated on the westerly line of the lands of Jean C. Hood as described in Deed Book 1210, Page 325; thence departing the aforesaid centerline of Six Mile Creek and along the aforesaid westerly line South 41°29'38" East passing an existing 1" iron pipe at 26.66 feet for a total distance of 353.40 feet to an existing 1" iron pipe, situated on the westerly line of the lands of Brian Matthew Lengers as described in Deed Book 1007, Page 322 and shown on Plat Book 2017, Page 886; thence along the westerly line of the aforesaid lands and along the westerly line of the lands of Nancy Lengers Whearty etal as described in Deed Book 1105, Page 65 and shown on the aforesaid Plat Book 2017, Page 886 for the two (2) courses and distances; 1) South 06°24'28" East passing an existing 5/8" iron rod at 883.83 feet for a total distance of 933.63 feet to an existing 3/4" iron pipe; 2) South 32°04'18" West passing an existing 5/8" iron pipe at 276.05 feet for a total distance of 310.05 feet to a point, situated in the centerline of the aforesaid Six Mile Creek; thence meandering along and with the centerline of the aforesaid Six Mile Creek for the following five (5) courses and distances; 1) South 35°07'04" East a distance of 56.07 feet to a point; 2) South 32°12'53" East a distance of 41.26 feet to a point; 3) South 18°28'27" East a distance of 187.40 feet to a point; 4) South 00°56'27" West a distance of 76.19 feet to a point; 5) South 29°55'14" West a distance of 23.94 feet to a point, situated on the northerly line of the lands of The Inspirational Network as described in Deed Book 594, Page 45 and shown on Plat Book 2004, Page 652; thence along the aforesaid northerly line North 87°23'05" West passing an existing 5/8" iron pipe at 55.00 feet for a total distance of 691.05 feet to a new 1/2" iron rod, situated at a common corner between two new parcels described as Parcel A and Parcel B; thence along a common line between the two aforesaid parcels for the following nine (9) courses and distances; 1) North 11°36'09" West a distance of 35.58 feet to a new 1/2" iron rod; 2) North 41°41'06" West a distance of 59.47 feet to a new 1/2" iron rod; 3) North 57°45'11" West a distance of 987.64 feet to a new 1/2" iron rod; 4) North 20°53'42" West a distance of 628.96 feet to a new 1/2" iron rod; 5) South 69°06'18" West a distance of 119.08 feet to a new 1/2" iron rod; 6) with a curve along the arc of a curve to the left said curve having an arc length of 117.30 feet a radius of 470.00 feet (chord bearing of South 61°57'19" West and chord distance of 117.00 feet) to a new 1/2" iron rod; 7) South 54°48'19" West a distance of 516.75 feet to a new 1/2" iron rod; 8) with a curve along the arc of a curve to the right said curve having an arc length of 186.23 feet a radius of 330.00 feet (chord bearing of South 70°58'20" West and chord distance of 183.77 feet) to a new 1/2" iron rod; 9) South 87°08'20" West a distance of 55.86 feet to a new 1/2" iron rod, situated on the easterly margin of the aforesaid Charlotte Highway (US Highway 521)(a variable width public right-of-way); thence along the aforesaid easterly margin for the following twelve (12) courses and distances; 1) with a curve along the arc of a curve to the left said curve having an arc length of 185.05 feet a radius of 3305.23 feet (chord bearing of North 04°53'24" West and chord distance of 185.02 feet) to a new 1/2" iron rod; 2) North 83°30'22" East a distance of 9.00 feet to a new 1/2" iron rod; 3) with a curve along the arc of a curve to the left said curve having an arc length of 286.32 feet a radius of 3314.23 feet (chord bearing of North 08°58'08" West and chord distance of 286.23 feet) to a new 1/2" iron rod; 4) South 78°33'22" West a distance of 9.00 feet to a new 1/2" iron rod; 5) with a curve along the arc of a curve to the

left said curve having an arc length of 285.54 feet a radius of 3305.23 feet (chord bearing of North 13°55'07" West and chord distance of 285.45 feet) to a new 1/2" iron rod; 6) North 73°36'23" East a distance of 6.00 feet to a new 1/2" iron rod; 7) with a curve along the arc of a curve to the left said curve having an arc length of 256.96 feet a radius of 3311.23 feet (chord bearing of North 18°37'01" West and chord distance of 256.90 feet) to a new 1/2" iron rod; 8) South 70°29'31" West a distance of 6.00 feet to a new 1/2" iron rod; 9) with a curve along the arc of a curve to the left said curve having an arc length of 150.17 feet a radius of 3305.23 feet (chord bearing of North 22°08'38" West and chord distance of 150.16 feet) to a new 1/2" iron rod; 10) North 70°29'31" East a distance of 10.02 feet to a new 1/2" iron rod; 11) with a curve along the arc of a curve to the left said curve having an arc length of 14.21 feet a radius of 3315.23 feet (chord bearing of North 23°33'23" West and chord distance of 14.21 feet) to a new 1/2" iron rod; 12) North 24°00'42" West a distance of 241.73 feet to the Point of Beginning, containing 5,673,495 square feet or 130.2455 acres, as shown on a survey prepared by R. B. Pharr & Associates, P.A. dated February 10, 2021 (Project No. 92566).

Exhibit A-2 (Plat) (The subject Property is Parcel A)

Exhibit B
Development Program
MX District Master Development Plan
[Attached]

Modification of Development Program: It is recognized that periodic modifications to the Development Program may be needed to address market conditions, environmental challenges, and other elements. The following will outline the processes for Minor, Moderate, and Major Modifications to Exhibit B. Modifications to other sections of the Agreement will be processed in accordance with those provisions. Modifications to Exhibit B, the Master Development Plan, other than "Minor Modifications" defined herein, that detract from the desirability of the Development Program, the quality of its design, mix of uses, walkability, community and place-making design are disfavored.

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

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

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

Exhibit C

Development Schedule

Years	Commercial	Residential
1	0	0 units
2	0	0 units
3	0	0 units
4	50,000 SF	720 units (Estimated Completion)
5	55,000 SF	0 units
Total	105,000 SF	720 units

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

NOTE: County and Developer acknowledge that commercial development of the Property is limited to 105,000 square feet. County and Developer acknowledge that residential development of the Property is limited to 400 multi-family units and 320 townhome units.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit D

Required Information

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

(A) a legal description of the property subject to the agreement and the names of the property's legal and equitable owners. The legal description of the Property is set forth in Exhibit A. As of the Agreement Date, EEV, LLC, a North Carolina limited liability company, Pamela E. Hensley, William Steven Edwards, Jonathan L. Edwards, and David L. Edwards are the legal and equitable owners of the Property, except to the extent that C4 Investments, LLC d/b/a Crosland Southeast has contractual rights to acquire the Property and is the equitable owner of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021- 1771 zoning a portion of Tax Parcel No. 0010-00-029.00, comprising the Property herein, to Mixed Use (MX) District, attached hereto as Exhibit E-1.
2. Ordinance No. 2021- 1773, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

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LANCASTER COUNTY, SC
2022016616 RESTRICTION
RECORDING FEES $25.00
STATE TAX $0.00
COUNTY TAX $0.00
PRESENTED & RECORDED
10-19-2022 11:40:09 AM
BRITTANY GRANT
REGISTER OF DEEDS
LANCASTER, COUNTY SC
By: STEPHANIE KNIGHT
BK:DEED 1599 PG:45-104

DECLARATION OF

COVENANTS, RESTRICTIONS AND EASEMENTS

FOR THE EXCHANGE AT INDIAN LAND

INDIAN LAND, SOUTH CAROLINA

THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS AND THE FLAG OF THE UNITED STATES OF AMERICA OR STATE OF SOUTH CAROLINA

DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE EXCHANGE AT INDIAN LAND

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE EXCHANGE AT INDIAN LAND (this "**Declaration**"), is entered into by C4 Exchange Land Co., LLC, a Delaware limited liability company ("**Declarant**") and made effective as of October 14, 2022.

Recitals and Submission.

A. Property. Declarant owns fee simple title to that certain real property described on **Exhibit A** attached hereto and incorporated herein (the "**Property**") and reflected on that certain plat recorded in Book 2022, Page 468 (the "**Subdivision Plat**").

B. Project. Declarant intends to develop the Property as a mixed-use development known as "The Exchange at Indian Land" which may include residential, office, hotel, retail and other components. Declarant enters into this Declaration to establish a uniform scheme of development and operation for the Property, together with all improvements to be erected thereon (collectively, the "**Project**").

C. Submission Statement. Declarant hereby declares that the Property and all components of the Project are and shall be held, transferred, sold, conveyed and occupied subject to the rights, covenants, conditions, restrictions, easements, charges and liens hereinafter set forth. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided to the contrary, be perpetual and be construed to be covenants running with the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Owner (defined herein) and any subsequent owners of any Lot (defined herein), and their respective heirs, personal representatives, successors or assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future Owners, Tenants and Occupants of any Lot or any Improvements (defined herein) thereon shall be subject to and shall comply with the provisions of this Declaration as it may be amended from time to time, in accordance with the terms and conditions of this Declaration. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Improvements (or any portion thereof), shall constitute an adoption and ratification by such Owner, Tenant or Occupant of the provisions of this Declaration (including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein).

ARTICLE 1
DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Declaration, the following terms shall have the following meanings, unless the context requires otherwise.

1.1.1. "**Annual Assessments**" shall have the meaning set forth herein.

1.1.2. "**Applicable Law**" means and includes any law, ordinance, order, requirement, rule, writ and/or regulation of a Governmental Authority, including, without limitation, the Exchange Code.

1.1.3. "**Approve,**" "**Approved,**" "**Approval,**" or "**Approves**" means an express prior written approval of Declarant, which approval shall be in the sole discretion of Declarant unless otherwise expressly provided for in this Declaration.

1.1.4. "**Assessments**" means the amounts payable by an Owner to the Master Association under this Declaration, whether labeled Annual Assessments, Special Assessments, Shared Expenses, or otherwise.

1.1.5. "**Benefitted Lot**" means the portion of the Property benefitted by any easement granted hereunder.

1.1.6. "**Board of Directors**" or "**Board**" means the board of directors of the Master Association, which shall be the governing body of the Master Association.

1.1.7. "**Burdened Lot**" means the portion of the Property burdened by any easement granted hereunder.

1.1.8. "**Bylaws**" means the bylaws adopted by the Board for the Master Association, as modified from time to time, in accordance with the terms and conditions of this Declaration.

1.1.9. "**Commercial Lots**" means collectively, Lot 1, Lot 3 and Lot 5 and each shall be a "**Commercial Lot**".

1.1.10. "**Commercial Shared Driveway**" means that certain driveway sufficient to accommodate two lanes of traffic to be constructed on the Grocery Lot adjacent to the boundary of the Multifamily Lot, designated as such on **Exhibit F** attached hereto and incorporated herein and as further described in Section 3.10 below.

1.1.11. "**Common Detention Expense Allocation**" means those contribution percentages allocated to each Lot reflected on **Exhibit C** attached hereto and incorporated herein.

1.1.12. "**Common Detention Facilities**" means the ponds located on the Property that are identified as "Pond A" and "Pond B" on **Exhibit C** attached hereto and incorporated herein and the portions of the Property that are shown as "Drainage Access Easement Area" on **Exhibit C**, within which Declarant or an Owner has or will construct temporary sediment basis (which will be converted into permanent BMP ponds as set forth in the Drainage Plan), together with all stormwater drainage lines, detention ponds, drainage easements, water lines, sewer lines and other utility lines and easements and all fixtures related thereto not maintained by the Lancaster County Utility Department or other appropriate Governmental Authority. For the avoidance of doubt, the ponds identified as "Pond C," "Pond D1" and "Pond D2" on any recorded plat or exhibit hereto are not Common Detention Facilities and will be exclusively owned, used and maintained by the Single-Family Association.

1.1.13. "**Common Landscape Easement Area**" means that area outlined and reflected by diagonal markings on **Exhibit E** attached hereto and incorporated herein.

1.1.14. "**Common Landscaping**" means all landscaping within the Common Landscape Easement Area.

1.1.15. "**County**" means Lancaster County, South Carolina.

1.1.16. "**Declarant**" means C4 Exchange Land Co., LLC, a Delaware limited liability company, and its successors and assigns, if any, to whom the rights of Declarant hereunder are specifically transferred by written instrument, subject to such terms and conditions as the Declarant may impose, subject to the terms and conditions of this Declaration. In no event shall a member, manager, partner, shareholder, director, officer or employee of Declarant be personally liable for the performance of the obligations of Declarant hereunder.

1.1.17. "**Declaration**" means this instrument and all exhibits attached hereto, as the same may be amended from time to time, in accordance with the terms and conditions of this Declaration.

1.1.18. "**Design Guidelines**" shall have the meaning ascribed thereto herein.

1.1.19. "**Design Review Board**" means the Board of Directors or a separate committee appointed by the Board of Directors.

1.1.20. "**Design Review Transfer Date**" means the earlier to occur of (i) the date upon which neither Declarant nor an affiliate of Declarant owns any Lot, or (ii) the date upon which Declarant by written recorded document has assigned its rights hereunder to the Board of Directors.

1.1.21. "**Designated Maintenance Items**" means the following items which are (or shall be) located within the Master Association Common Area, the Common Landscape Easement Area, the Utility Easement Area, or within the rights-of-way of public streets within the Project (including property in medians and entrances, but excluding any improvements maintained by the appropriate Governmental Authority, unless the Master Association has otherwise agreed to maintain the same):

(a) Project Roads and public streets and roads, if any, to the extent such public streets and roads are not maintained by the appropriate Governmental Authority in a manner deemed reasonably appropriate by the Board of Directors.

(b) Plants (including, but not limited to, trees, "tree save" areas, shrubs, flowers, ground cover and grass and landscaping along the frontage with Highway 521 and the Common Landscaping).

(c) Light poles, fixtures, bulbs, traffic signals, wiring and all equipment related to the use thereof.

(d) Traffic signs, parking signs, directional/wayfinding signs, warning signs, and other guide/informational signs.

(e) Sprinkler and irrigation systems (including water meter vaults and water meters used in connection with such systems) (excluding equipment and facilities relating to an Owner's sprinkler system and/or irrigation system that may be located within Project Roads or rights-of-way of public streets within the Project).

(f) Fences, decorative walls, retaining walls, sitting walls, sidewalks, steps and walking paths.

(g) Outdoor furniture, bus shelters, and benches.

(h) Pavers, pylons, sculpture, works of art, and decorative plaza areas.

(i) Arbors, trellises, gazebos, pergolas, rose arches and similar structures.

(j) Flag poles, flags, banners and seasonal decorations.

(k) Signage relating to the operation and identification of the entire Project (excluding signs relating only to particular buildings or particular areas within the Project).

(l) Sidewalks.

(m) Jogging or nature trails.

(n) Common Detention Facilities.

(o) Lakes, ponds, streams, fountains and other water amenities, including, but not limited to, pumps, pipes, drains, drainage, water and electrical lines, fountain parts, fountain lights or other decorative lighting within a water amenity, water jets, filters, chlorinators, nozzles, weirs, switches and related equipment, easements or housings, gravel, stone or concrete beds, walls, dams and other structural housing for water containment or detention and directional control.

(p) Entry Features.

(q) Event areas for events for the general public and/or the Project community.

1.1.22. "**Drainage Plan**" means that certain plan to be established by Declarant in accordance with all Applicable Law for the use of the Common Detention Facilities during any period of construction and the conversion of any associated ponds to permanent BMP ponds subject to the terms of this Declaration.

1.1.23. "**Entry Features**" means any entry features for the Project in the approximate locations designated for signage on the Signage Exhibit, or any entry features located within the Master Association Common Area otherwise so designated heretofore or hereafter by Declarant, including, without limitation, monument signs, Pylon Signs, ponds, fountains and landscaping.

1.1.24. "**Exchange Code**" means collectively, Lancaster County Ordinance 2021-1772, the MX District Master Development Plan for the Project, Lancaster County Ordinance 2021-1773, that certain Development Agreement recorded in Deed Book 1485, Page 96, any other agreements with a Governmental Authority governing the zoning and/or us of the Project and any revisions thereto.

1.1.25. "**First Mortgage**" means a mortgage in favor of a Mortgagee on a particular Lot having first and paramount priority as among mortgagees under applicable law.

1.1.26. "**Governmental Authority**" means any federal, state, local or other governmental entity or authority, court, commission, board, bureau, agency or instrumentality, or any regulatory, administrative or other department, agency or any political or other subdivision, department or branch of any of the foregoing, having jurisdiction.

1.1.27. "**Grocery Lease Agreement**" means that certain Lease Agreement between MDI Management, LLC, a North Carolina limited liability company, and Lowes Foods, LLC, a North Carolina limited liability company, with respect to the Grocery Lot.

1.1.28. "**Grocery Lot**" means Lot 3 on the Subdivision Plat.

1.1.29. "**Improvements**" means and include all buildings, storage sheds or areas, barns or other freestanding storage areas and roofed structures; parking areas and loading areas; trackage, fences, walls, hedges, mass plantings, arbors, trellises, gazebos and poles; driveways; ponds and lakes; changes in grade or slope and site preparation; swimming pools and related structures, tree houses and children's playhouses; signs; exterior illumination; exterior antennae, earth satellite stations, microwave dishes, solar panels or other similar receiving, transmission or energy generating equipment; changes in any exterior color or shape, roofing materials or siding; and any new exterior constructed or exterior improvement on the Property. The definition of Improvements includes both original Improvements and all later changes and repairs to Improvements.

1.1.30. "**Indemnified Party**" shall have the meaning given to such term herein.

1.1.31. "**Indemnifying Owner**" shall have the meaning given to such term herein.

1.1.32. "**Lot**" means any of Lot 1, Lot 2, Lot 3, Lot 4 and Lot 5 on the Subdivision Plat. In the event of a subdivision of any Lot, as approved by Declarant if required hereunder, each subdivided parcel shall also be considered a Lot unless Declarant, in its sole discretion, designates such subdivided parcel to remain a part of the original Lot or, if consented to by the Owner(s) of the subject Lot(s), to become a part of another Lot. Notwithstanding the foregoing, any separate lots created in the subdivision of the Single-Family Lot for residential homesites and/or townhomes shall not be considered a separate Lot for the purposes of this Declaration and shall

remain a part of the Single-Family Lot (or such other Lot approved by Declarant of which such lot is then a part) unless otherwise approved by Declarant in its sole discretion. The plural form of this term as used in this Declaration is "**Lots.**"

1.1.33. "**Master Association**" means Exchange Owners Association, Inc., a South Carolina nonprofit corporation, organized by Declarant pursuant to **Article 4**, and its successors and assigns, if any.

1.1.34. "**Master Association Common Area**" means all portions of the Property intended for the common use and enjoyment of all Owners and Permittees, including, without limitation, the Project Roads, as the same may be designated herein, on the Subdivision Plat, Site Plan or any other plat of the Property heretofore or hereafter duly recorded by Declarant or the Master Association in the Registry (all of which will be maintained by the Master Association and all or a portion of which may hereafter be conveyed to the Master Association). For the avoidance of doubt, no amenities or other improvements now or hereafter located on the Multifamily Lot or Single-Family Lot (e.g., parking lots, parks, exercise facilities, pools, playgrounds, dog parks, etc.) shall be considered a part of the Master Association Common Area or otherwise deemed available for use or enjoyment by any of the other Owners or their respective Permittees without the express prior written consent of the Owner of the Multifamily Lot or the Single-Family Association, respectively, in its sole and absolute discretion.

1.1.35. "**Member**" means every Person holding membership in the Master Association in accordance with the terms hereof. The plural form of this term as used in this Declaration is "**Members.**"

1.1.36. "**MF Shared Driveway**" means that certain paved driveway sufficient to accommodate two (2) lanes of traffic to be constructed on the Multifamily Lot (herein defined) and to be utilized by the Owner and Tenants of the Grocery Lot for access to the loading and unloading areas located on the Grocery Lot, all as more particularly shown on **Exhibit F** attached hereto and incorporated herein and further described in Section 3.12 below.

1.1.37. "**Mortgagee**" means and refer to any life insurance company, bank, savings and loan association, trust, real estate investment trust, pension fund or other organization or entity which regularly makes loans secured by real estate which holds a First Mortgage on the entirety of a Lot. Accordingly, to the extent that any Lot is submitted to the condominium form of ownership, the holder of a mortgage on just a unit or units therein, rather than the entirety of the Lot, shall not be a Mortgagee.

1.1.38. "**Multifamily Lot**" means Lot 2 on the Subdivision Plat.

1.1.39. "**Non-Controllable Expenses**" means charges for utilities, insurance, compliance with applicable laws, taxes and assessments, snow and ice removal and weather-related costs (including landscape maintenance costs, such as those resulting from infestation, storms, drought and other severe weather), government-mandated minimum wage increase, non-standard maintenance, repair and replacement of the Project Roads and Common Detention Facilities and any other extraordinary charges which are (a) unforeseen as of the date of this Declaration, (b)

beyond Declarant or the Master Association's reasonable control, and (c) generally affecting comparable mixed-use projects in the market in which the Project is located.

1.1.40. "**Occupant**" means and include (i) any Person leasing, possessing or using all or any portion of any Lot; or (ii) any Person owning or holding title to any portion of a Lot.

1.1.41. "**Owner**" means any Person or Persons who own or hold an aggregate fee simple interest in the entirety of a Lot as shown by and in the Registry, subject to the following special rules:

(a) Any Person having an interest in any portion of a Lot solely as security under a Mortgage shall not be deemed an Owner, unless such Person shall have excluded the Mortgagor from possession thereof by appropriate legal proceedings following a default under such Mortgage or has acquired fee simple title to any portion of a Lot by foreclosure;

(b) Individual tenants or lessees of any portion of a Lot shall not be deemed an Owner thereof, unless otherwise agreed by the simple or remainder title holder thereof and approved in writing by the Master Association;

(c) Any Person holding or owning any easements, rights-of-way or licenses that pertain to or affect any portion of the Property shall not be deemed an Owner solely by reason thereof;

(d) In the event all or any portion of a Lot is subdivided into condominiums under applicable law, then for purposes of this Declaration, the associated condominium association shall be deemed the Owner of the Lot for purposes of this Declaration, including without limitation membership in the Master Association and the obligation to pay Assessments in accordance with this Declaration; and

(e) Except as otherwise provided in the preceding subsection (d) of this definition, in the event an owner of any Lot consists of more than one Person, such Persons shall, within thirty (30) days after the date of their acquisition of any Lot, execute and deliver to the Master Association a written instrument, including a power of attorney appointing and authorizing one Person as their agent to receive all notices and demands to be given pursuant to this Declaration and to cast all votes and to take any and all actions required or permitted to be taken by them under this Declaration. Such owning Persons may change their designated agent by written notice to the Master Association, but such change shall be effective only after actual receipt of such notice by the Master Association.

1.1.42. "**Permittees**" means and include any Owner's tenants, sub-tenants, contractors, subcontractors, agents, employees, licensees, and invitees and their respective officers, directors, contractors, subcontractors, agents, employees, licensees, invitees, customers, and visitors.

1.1.43. "**Person**" means any natural person, corporation, partnership, limited liability company, trust, or other legal entity.

1.1.44. "**Project Interest**" means a continued role of Declarant in the Project, which will be deemed to exist for so long as Declarant or an entity under common control with Declarant holds a direct ownership or economic interest in any Lot. Declarant may also terminate its Project Interest at any time by filing a written document or instrument in the Registry, referring to this Declaration and specifically canceling the Project Interest. If the Project Interest is terminated but Declarant remains an Owner, then Declarant will continue to have all rights of an Owner under this Declaration. All rights of Declarant and all reservations in favor of Declarant set forth in this Declaration shall automatically pass to and be assigned to the Master Association at such time as the Project Interest is terminated, without the need for any written assignment. All rights and reservations in favor of Declarant throughout this Declaration are subject to the conditions of this definition without the need for any further reference to these conditions.

1.1.45. "**Project Roads**" means those certain roads noted as Sherbrook Ave, Daisy Ln, Howard Ave and Creek Bed Dr on the Site Plan, which shall be constructed by Declarant to specifications required for public roads for acceptance by Governmental Authorities.

1.1.46. "**Property**" means that certain real property that is defined in Recital A hereof; provided, however, that subject to the terms hereof, Declarant shall be entitled to add other property to the Property by executing and recording a supplement to this Declaration in the Registry and by otherwise complying with the terms and conditions of this Declaration relating to the addition of property.

1.1.47. "**Pylon Sign,**" "**Pylon Signs,**" "**Pylon Sign A,**" "**Pylon Sign B**" and "**Pylon Sign C**" shall each have the meaning set forth in Section 3.11 hereof.

1.1.48. "**Registry**" means the Lancaster County, South Carolina Register of Deeds.

1.1.49. "**Repair Work**" means all maintenance, repair and replacement work and capital repair and replacement work, whether due to ordinary wear and tear, physical or economical obsolescence or other causes, casualty or a taking.

1.1.50. "**Residential Lots**" means collectively, the Multifamily Lot and the Single-Family Lot and each shall be a "**Residential Lot**."

1.1.51. "**Retail Lot**" means Lot 5 on the Subdivision Plat, as the same may be further subdivided.

1.1.52. "**Shared Expenses**" means and includes:

(a) All expenses associated with the Designated Maintenance Items including, but not limited to, the expenses of maintenance, operation, repair or replacement of a Designated Maintenance Item, excluding expenses associated with a Casualty or Taking.

(b) Expenses declared Shared Expenses by the provisions of this Declaration.

Except as may be otherwise specifically provided in this Declaration, the Owners will pay the Shared Expenses in accordance with the terms hereof. Notwithstanding the foregoing to the contrary, the term "Shared Expenses", as used herein, shall not include any expenses for the initial development, original construction, original installation or required re-installation of infrastructure, original capital improvements or other original construction costs of improvements constructed by Declarant. Further, notwithstanding anything to the contrary set forth in this Declaration, each Owner shall only be responsible for its portion of the Common Detention Expense Allocation relating to the Common Detention Facilities servicing each Owner's Lot as set forth on **Exhibit C**.

1.1.53. "**Signage Exhibit**" means **Exhibit D** attached hereto and incorporated herein.

1.1.54. "**Single-Family Association**" means the Sub-Association formed for the Single-Family Lot, and, until such Sub-Association is formed, the Single-Family Developer.

1.1.55. "**Single-Family Developer**" means Taylor Morrison of the Carolinas, Inc.; provided, however, that Taylor Morrison of the Carolinas, Inc. shall have the right to assign the rights and obligations of the Single-Family Developer hereunder to VPTM SB Edwards LB LLC, a Delaware limited liability company by recording a written assignment therefor in the Registry.

1.1.56. "**Single-Family Lot**" means Lot 4 on the Subdivision Plat.

1.1.57. "**Site Plan**" means, initially, the plan attached hereto as **Exhibit B**, as the same is hereafter amended in accordance with the terms hereof.

1.1.58. "**Special Assessments**" means those sums in addition to the Annual Assessments which may be levied or assessed directly against one or more of the Owners, in accordance with the provisions or terms of this Declaration.

1.1.59. "**Standard**" means a good, safe, clean and sightly first-class condition and state of repair comparable to similar items in other mixed-use developments of a similar age and location in the subject submarket, in compliance with all laws, rules, regulations, orders and ordinances of any governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Declaration and any Applicable Law.

1.1.60. "**Sub-Association**" means any residential property owners association, and any retail, commercial or office property owners associations formed (or to be formed) to oversee and administer the development and maintenance of the Lots, and each such Sub-Association shall enforce and administer separate declarations of covenants, conditions and restrictions to be recorded in the Registry which shall encumber a Lot and shall set forth covenants, conditions, restrictions, architectural review and control more particularly drafted to reflect the particular type and form of development of the particular Lot subject thereto. The plural form of this term as used in this Declaration is **"Sub-Associations."**

1.1.61. "**Sub-Association Declaration**" means additional covenants, conditions and restrictions imposed by any Sub-Association and recorded in the Registry. For the avoidance of doubt, any Sub-Association Declaration shall be subject and subordinate to this Declaration.

1.1.62. "**Subdivision Plat**" has the meaning set forth in Recital A hereto.

1.1.63. "**Tenant**" means a tenant occupying a portion of the Property under a lease with an Owner. The plural form of this term as used in this Declaration is "**Tenants**."

1.1.64. "**Unit**" means each attached or detached residential home hereafter located on the Single-Family Lot.

1.1.65. "**Utility Easement Area**" means that area depicted as the "Primary Street Utility Easement" and the area depicted as the "LCWSD Utility Easement" on **Exhibit G** attached hereto and incorporated herein. Notwithstanding anything to the contrary in this Declaration, the Declarant or the Master Association may at any time dedicate all or any part of the Utility Easement Area to any public agency, authority or public or private utility.

1.1.66. "**Utility Facilities**" means and includes private and public utility lines, systems, or facilities of any type or nature, including but not limited to wires, pipes, mains, conduits, valves, air handling units, switches, control boxes, breakers, risers, cables, fiber optic lines, shafts, drains and ducts, which supply or are used in the supply of domestic cold and hot water, sanitary sewer service, storm sewer service, storm water drainage, chilled water, condenser water, steam, steam condensate, natural gas, compressed air, conditioned and non-conditioned air, ventilation and exhaust air, electricity, fire alarm, emergency communications, systems control and automation, video and other security monitoring, telephone, television, other telecommunications systems, and other mechanical, electrical, and life safety systems, and including all meters for any of the foregoing.

All defined terms (denoted by capitalization or other indication of special definition such as quotation marks) used in this Declaration which are not defined in this **Article 1**, shall have the meaning set forth elsewhere in this Declaration.

ARTICLE 2
MASTER ASSOCIATION

2.1 Members. Each Owner shall be a Member of the Master Association; provided, however, that with respect to any Owner of a Lot, such Owner shall cease to be a Member of the Master Association at such time as a Sub-Association is formed pursuant to a separate declaration of covenants, conditions and restrictions recorded in the Registry encumbering the applicable Lot, at which time the applicable Owner shall be replaced as Member by such Sub-Association. The board of directors of any such Sub-Association shall act on behalf of all members of such Sub-Association and shall exercise all votes in the Master Association attributable to the Lot encumbered by such Sub-Association. In the event a Sub-Association is subsequently dissolved, the Owner of the Lot formerly governed by such dissolved Sub-Association shall become a Member of the Master Association. Notwithstanding anything in this Declaration or the Bylaws

to the contrary, the Owner of any separate lots created (i) in the subdivision of the Single-Family Lot for residential homesites and/or townhomes, or (ii) in the subdivision of any other Lot where Declarant has designated such subdivided parcel to remain or be included as a part of any other Lot shall not be a Member of the Master Association except in its capacity as a member of any applicable Sub-Association.

2.2 Voting. There shall be a total of 100 votes in the Master Association which shall initially be allocated to Members based on their ownership or representation of ownership of portions of the Property as follows:

Lot	Votes
1	20
2	25
3	15
4	25
5	15

In the event one or more portions of the Property represented above are subdivided and portions conveyed to persons or entities other than Declarant, the number of votes allocated hereinabove to that particular portion shall be reallocated by Declarant, in its sole discretion, between the Owner(s) of the new portion(s) and Owner(s) of the remainder of that portion of the property; provided, however, that upon the further subdivision of Lot 5, the 15 votes allocated to Lot 5 shall be further allocated proportionately based on the relative acreage of each separate Lot created within Lot 5.

Each Member of the Master Association shall elect or otherwise designate one (1) authorized representative to cast its allocated votes on its behalf at all meetings of the Master Association and on all Master Association matters. Such representative shall be presumed to be duly authorized and at all times acting upon the instructions and authorization of the Owner(s) or Sub-Association, as applicable, on whose behalf such representative is acting. Unless otherwise set forth in this Agreement, all actions or decisions to be taken or made by the Members must be authorized by Members holding at least a majority of the total amount of possible Votes.

2.3 Board of Directors. The Master Association shall be governed by the Board in accordance with the Bylaws. The Board of Directors may institute, defend, settle, or intervene on behalf of the Master Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the Master Association Common Area, enforcement of this Declaration or the Bylaws, or any other civil claim or action; provided, however, that the foregoing shall not be construed as creating any independent legal duty to institute litigation on behalf of or in the name of the Master Association or its Members.

2.4 Insurance.

(a) The Master Association, acting through the Board of Directors or its authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Master Association Common Area. If such coverage is not generally available at a reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Master Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes; and

(ii) Commercial general liability insurance on the Master Association Common Area, insuring the Master Association and its Members for damage or injury caused by the negligence of the Master Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least $1,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Master Association shall obtain such additional coverages or limits; and

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law; and

(iv) Directors and officers liability coverage; and

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Master Association funds in an amount determined in the Board of Director's business judgment. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board of Directors, in the exercise of its business judgment, determines advisable.

Premiums for all insurance on the Master Association Common Area shall be included in Annual Assessments.

(b) The Master Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Lancaster County, South Carolina area. All

Master Association policies shall provide for a certificate of insurance to be furnished to the Master Association and, upon request, to each Member.

(c) The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements hereof. In the event of an insured loss, the deductible shall be included in Assessments; however, if the Board of Directors reasonably determines, after written notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, Tenants, or their guests, invitees, or licensees, then the Board of Directors may assess the full amount of such deductible against such Owner(s) as an assessment specifically against such Owner, subject to the right of such Owner to contest such assessment by appropriate legal proceedings.

(d) All insurance coverage obtained by the Board of Directors shall: (i) be written with a company authorized to do business in South Carolina; (ii) be written in the name of the Master Association as trustee for the benefitted parties; (iii) be primary and not be brought into contribution with insurance purchased by any Member or Owners, Tenants, Occupants, or their mortgagees individually; (iv) contain an inflation guard endorsement; (v) include an agreed amount endorsement, if the policy contains a co-insurance clause; (vi) provide that each Member is an insured person under the policy with respect to liability arising out of such Member's interest in the Master Association Common Area as a Member of the Master Association (provided, this provision shall not be construed as giving a Member any direct ownership interest in the Master Association Common Area other than that of a Member); (vii) provide a waiver of subrogation under the policy against any Owner, Tenant, or Occupant of any portion of the Property; (viii) include an endorsement precluding cancellation, invalidation, suspension, or nonrenewal by the insurer on account of any curable defect or violation without prior written demand to the Master Association to cure the defect or violation and allowance of a reasonable time to cure; and (ix) include an endorsement precluding cancellation, invalidation, or condition to recovery under the policy on account of any act or omission of any one or more individual Owners or Tenants, unless such Owner is acting within the scope of its authority on behalf of the Master Association.

(e) In addition, the Board of Directors shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide (i) a waiver of subrogation as to any claims against the Board of Directors or any officers, employees or manager of the Master Association, the Owners, the Tenants, or their employees, agents, guests and invitees; (ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash; (iii) an endorsement requiring at least thirty (30) days prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal; (iv) a cross liability provision; and (v) a provision vesting in the Board of Directors exclusive authority to adjust losses; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

2.5 Manager of the Master Association. The Master Association's Board of Directors is authorized to hire a manager of the Master Association's activities and to pay a fee therefor; provided, however, that if such manager is an affiliate of Declarant or an Owner, the fee or other terms of engagement of such manager shall be no less favorable to the Master Association than

would be generally available from an unrelated third-party in the Lancaster County, South Carolina market.

ARTICLE 3
MASTER ASSOCIATION COMMON AREA AND EASEMENT RIGHTS

3.1 Construction of Project Roads and Ownership of Master Association Common Area.

(a) Declarant shall be responsible for the construction of the Project Roads and Utility Facilities within the Master Association Common Area and the Utility Easement Area. On or prior to the date on which all of the Property has been conveyed by Declarant to other Owners, Declarant and the other Owners will, if requested by Declarant, further subdivide the Property and convey the Project Roads to the Master Association. Notwithstanding the foregoing, upon Declarant's request, the Master Association shall reconvey to Declarant any unimproved portions of the Master Association Common Area which Declarant originally conveyed to the Master Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines. In addition to the foregoing, Declarant shall construct the Project Road named "Daisy Lane" on **Exhibit B** on or prior to May 8, 2024. From and after the opening of the business on the Grocery Lot and during any period that such business or a successor business is open and operating on the Grocery Lot, neither Declarant nor the Master Association shall close or materially impair the use of Daisy Lane for pedestrian and vehicular ingress, egress or regress; provided, however, that for a commercially reasonable period necessary to complete Repair Work on Daisy Lane, one lane at a time may be closed on Daisy Lane.

(b) The Master Association may enter into leases, licenses or operating agreements for portions of the Master Association Common Area, for such consideration or no consideration as the Board of Directors deems appropriate, to permit the use of such portions of the Master Association Common Area by community organizations and by others, whether nonprofit or profit, for the provision of goods or services for the general benefit or convenience of Owners, Tenants, and other occupants of the Property.

(c) Notwithstanding the recordation of any map or any other action by Declarant or the Master Association, the Master Association Common Area shall remain private property and shall not be considered as dedicated to the use and enjoyment of the general public. Notwithstanding the foregoing, Declarant (with respect to any portion of the Property owned by Declarant in fee simple and contemplated to be Master Association Common Area but not yet conveyed to the Master Association) and the Master Association (with respect to Master Association Common Area) may, at their option, (i) dedicate all or any such portions of the Master Association Common Area to the Village of Indian Land, South Carolina or Lancaster County, South Carolina, or to any other local, state or federal governmental or quasi-governmental entity, (ii) may subject all or any such portions of the Master Association Common Area to a security interest, or (iii) may transfer or convey all or any such portions of the Master Association Common Area, provided, however, that such dedication, transfer and/or conveyance as described herein (X) shall require the consent of the Declarant, if Declarant owns any portion of such Master Association Common Area, such consent not to be unreasonably withheld, conditioned or delayed, (Y) shall require the consent, not

to be unreasonably withheld, conditioned, or delayed, of the Owner of any Lot which is materially and adversely affected by such dedication (including the means of ingress or egress of vehicular or pedestrian traffic to such Lot), such consent not to be unreasonably withheld, conditioned or delayed, and (Z) shall not leave a Lot in a non-conforming status with regard to setbacks, zoning or other governmental regulations, or otherwise violate Applicable Law. The proceeds from the sale or financing of any Master Association Common Area shall be an asset of the Master Association to be used as the Board of Directors determines. No such sale or encumbrance, however, may deprive any Owner of rights of access or support.

3.2 Maintenance of Master Association Common Area.

(a) Notwithstanding Declarant's ownership of any Master Association Common Area, the Master Association shall be responsible for the upkeep and maintenance of the same as soon as they are designated as a part of the Master Association Common Area by Declarant or the Master Association or any Owner has commenced to use or has the right to use the same, subject to the terms and conditions of this Declaration. The Master Association shall maintain the Master Association Common Area at all times in accordance with the Standard. Notwithstanding anything to the contrary set forth in this Declaration, Declarant covenants and agrees to use commercially reasonable efforts to have the Project Roads accepted for maintenance by the applicable Governmental Authorities.

In the event that, prior to the date upon which Declarant has conveyed the Master Association Common Area to the Master Association pursuant to the terms hereof, Declarant's interests under this Declaration have been foreclosed upon and the Master Association Common Area immediately abutting a Lot and critical in the operation of such Lot are not being properly maintained to the Standard, or if at any time the Master Association does not maintain such area to the Standard, the Owner(s) of such abutting and affected Lot may, upon no less than thirty (30) days (or such longer period as would be reasonably necessary to perform such obligations using diligent, good- faith efforts) notice to Declarant's successor and the Master Association elect to perform such maintenance obligations as to the applicable portion of the Master Association Common Area, and may seek reimbursement for the reasonable expenses of performing such maintenance from the Master Association.

(b) Notwithstanding anything in this Declaration to the contrary, some portions of the Master Association Common Area may consist of open space or conservancy areas (including "tree save" areas) intentionally left in a natural or relatively undisturbed state. The level of maintenance that the Master Association provides to the Master Association Common Area may vary from a high level of landscaping and regular, weekly maintenance to intermittent or no maintenance, depending on the nature and intended use of the particular open space area. Open space or other natural areas may serve as habitats for a variety of native plant, animal and insect species, and may contain creeks, fallen trees and other naturally occurring conditions, some of which may pose hazards to persons or pets coming in contact with them. Neither the Master Association nor the Declarant shall have any responsibility for providing maintenance in such areas or taking action to abate such conditions, unless required by Applicable Law.

3.3 Owners' and Tenants' Easements of Enjoyment. Subject to any rights of Declarant and the Master Association as set forth in this Declaration, every Owner and Tenant shall have a non-exclusive right and perpetual easement of use and enjoyment in and to the Master Association Common Area (including the Project Roads) and the Utility Easement Area (including the Utility Facilities serving the relevant portion of the Property), which right and easement shall be appurtenant to and pass with the title to every portion of the Property, subject to the following:

(a) The right of the Master Association to promulgate and enforce reasonable regulations governing the use of the same to ensure the safety and rights of all Owners and Tenants, which regulations shall apply on a uniform basis to all Owners and Tenants.

(b) The right of the Master Association to dedicate or transfer all or any part of the Master Association Common Area, Designated Maintenance Items, Utility Facilities and the Utility Easement Area to any public agency, authority or public or private utility, subject to the terms and conditions of this Declaration.

(c) The right of the Master Association to mortgage, pledge or otherwise hypothecate or encumber any or all of its real or personal property as security for money borrowed or debts incurred.

(d) The right of the Master Association to grant easements over, across and under the Master Association Common Area as provided in this Declaration.

(e) Declarant shall have, for its benefit, easements for ingress, egress, use and enjoyment over, in, to, under and throughout the Master Association Common Area.

3.4 Master Association's Maintenance Easements. The Master Association, its successors and assigns, shall have an easement over the Master Association Common Area and the Utility Easement Area for the purpose of installing, maintaining, repairing, replacing, operating, inspecting, using and administering landscaping (including, but not limited to, trees, shrubbery, grass and flowers), lighting, sprinkler and irrigation systems, sidewalks, utility lines, stormwater detention ponds and any other Designated Maintenance Items located within the Master Association Common Area or the Utility Easement Area. No fences, driveways or any structures or improvements of any kind or type shall be permitted in such areas other than those initially installed by Declarant or Designated Maintenance Items installed by the Master Association, or otherwise approved in writing by the Master Association. The Master Association shall at all times have the right of access for its employees, agents and contractors over the Master Association Common Area and the Utility Easement Area for the purpose of planting, mowing, maintaining, repairing and replacing the area within the Master Association Common Area or the Utility Easement Area as required pursuant to the terms and conditions of this Declaration. The Master Association shall also maintain the Designated Maintenance Items in the medians, islands and entrance ways located within the rights-of-way of public streets within the Project.

3.5 Declarant's and Master Association's Construction and Utility Easements. Declarant hereby reserves, for the benefit of Declarant and the Master Association, permanent

easements for construction, installation, maintenance, repair, replacement, operation, inspection, use and administration of driveways, sidewalks, walkways, parking areas, signage, public and private water/sewer lines, gas lines, cable television lines, telephone lines and other communication lines, electric power lines, sanitary sewer and storm drainage facilities, including stormwater detention ponds, and other utility installations and for environmental protection of trees and wetlands in, to, over and under the Master Association Common Area and the Utility Easement Area and in any other areas of the Property shown on recorded plats of the Property. These reservations and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Declarant further reserves the right to locate wells, pumping stations and tanks within the Master Association Common Area and the Utility Easement Area. Such rights may be exercised by any contractor or licensee of Declarant or the Master Association.

(a) In the event it is determined that other and further easements are required over any portion of the Property in locations not shown on any recorded plat, such easements may be established by Declarant, except that if any such easements are reserved or established after the conveyance of such portion of the Property to be affected thereby, the written consent of the Owner or Owners of such portion of the Property and of the mortgagees under mortgages constituting a lien thereon shall be required, such consent not to be unreasonably withheld, conditioned or delayed.

(b) Declarant or the Master Association may, without consent or approval of any Owner, grant or convey any of the easement rights hereinabove reserved for the purposes set forth herein to any person, public or private utility or service company or any agent of Declarant or the Master Association. The Master Association and Declarant shall have the right, power and authority to grant easements and rights-of-way for the installation and maintenance of drainage facilities and of utilities, whether private, public or quasi-public, including cable television, telephone, electric, water, gas, sanitary sewer and storm drainage upon, over, under and across any Master Association Common Area and the Utility Easement Area without the consent of the Members when such easements are required or reasonably necessary for the development and/or convenient use and enjoyment of the Property and will not unreasonably interfere with the overall use and enjoyment of the Master Association Common Area or the Utility Easement Area as determined in the sole discretion of the party exercising such authority. No structure, planting or other material shall be placed or permitted to remain within any easements provided for above that may interfere with the installation of sewage disposal facilities and utilities or that may change the direction of flow or drainage channels in the easements or that may obstruct or retard the flow of water through drainage channels in the easements.

(c) Declarant hereby reserves a blanket easement and right on, over and under the Property to maintain and to correct drainage of surface or subsurface water in order to maintain reasonable standards of health, safety and appearance; provided, however, that Declarant shall not have any obligation to exercise such right, except as otherwise provided in this Agreement and except as required pursuant to Applicable Law. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which Declarant shall restore the affected property to its prior

condition as near as practicable. Declarant shall give reasonable advance written notice of its intent to take such action to all affected Owners, unless an emergency exists which precludes such notice.

3.6 Declarant's Easement to Inspect. Declarant reserves for itself the right to inspect any structure, improvement or condition which may exist on any portion of the Property, including individual lots therein, which structure, improvement or condition Declarant reasonably believes is in violation of this Declaration or otherwise creates a nuisance at the Property, and a perpetual, non-exclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto any portion of the Property owned by an Owner other than Declarant or the Master Association shall be only after reasonable advance notice to such Owner, shall only occur during normal business hours, Monday through Friday, at a time when a representative of Owner is available and present to meet with Declarant, and no entry into a structure shall be permitted. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

To the extent that this Article 3 establishes easements for the benefit of Declarant or the Master Association, Declarant or the Master Association, as applicable, shall have all rights and privileges reasonably necessary to exercise such easements; provided, however, that Declarant or the Master Association, as applicable, shall take reasonable measures to minimize any damage to the Property, or material inconvenience to Owners, as a result of its exercise of such easement rights, and Declarant or the Master Association, as applicable, shall use commercially reasonable efforts to ensure that the exercise of such easement rights do not unreasonably and materially interfere with the intended use of any portion of the Property. Declarant or the Master Association, as applicable, in exercising any such easement rights, shall be obligated to promptly repair any damage caused by the exercise of such rights.

3.7 Encroachments. Declarant hereby reserves for the benefit of each Owner and their respective successors and assigns non-exclusive perpetual easements (a) for minor vertical and horizontal encroachments over adjoining property not owned by such Owner that will not substantially interfere with the property encroached upon and that are (i) necessary in order to perform any construction, reconstruction, renovation or Repair Work to such Owner's Lot, or (ii) created by settling, shifting or other causes of movement, and (b) for overhangs.

3.8 Emergency Easements. Declarant hereby reserves for the benefit of Declarant, the Master Association and each Owner, and their respective successors and assigns, the right and easement over, through and across the Project for emergency ingress and egress to and from any other portion of the Project, in the event of fire or other emergency. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons now or hereafter servicing the Project, to enter upon all sidewalks, walkways and other public access ways located within the Project in performance of their duties. Each Owner shall be entitled to, and is hereby granted, a non-exclusive easement for ingress and egress to any Lot in the event of any emergency for the purpose of protecting such Owner's Lot, any Utility Facilities serving such Lot and any persons in, on, or about such Lot, and for making emergency repairs that are necessary to prevent damage to a Lot (or any Improvements therein or thereon). If reasonably practicable, the affected Owner shall be warned of the impending entry, as early as possible.

3.9 Easement for Services. Each governmental agency and utility service provider shall be entitled to, and is hereby granted, a blanket, perpetual and non-exclusive easement in, upon, over, across and through the public spaces and easement areas within the Lots, for the purpose of maintaining, repairing, servicing and replacing all Utility Facilities and other items in the nature of Utility Facilities that are owned by such agency or utility provider, which such governmental agency or utility service provider is responsible for maintaining, repairing, servicing, or replacing. Except in the event of emergencies, the rights accompanying the easements provided for in this paragraph shall be exercised only during reasonable hours and then, whenever practicable, only after advance notice to and with permission of the Owner(s) directly affected thereby. It shall be a condition of such easement that any installation, replacement or repair shall be performed so as to conceal the Utility Facilities and the patches and other visible evidence of the work to the fullest extent reasonably practical.

3.10 MF Shared Driveway. The Multifamily Lot Owner shall construct or cause to be constructed the MF Shared Driveway on or before May 8, 2024 in conjunction with the development of improvements on the Multifamily Lot and otherwise in accordance with a development schedule to be approved by Declarant and the Grocery Lot Owner. The Grocery Lot Owner is hereby granted a perpetual easement for pedestrian and vehicular ingress, egress and regress over, upon and across the MF Shared Driveway. The Multifamily Lot Owner shall be responsible for maintaining, repairing and replacing the MF Shared Driveway in accordance with the Standard at its sole cost and expense, notwithstanding such shared use. Further, the MF Shared Driveway shall not be closed or relocated without the prior written consent of Declarant or the Master Association and the Grocery Lot Owner.

3.11 Pylon Signs.

(a) Declarant reserves the right and easement to construct, use and maintain (i) a pylon sign in the location noted on the Signage Exhibit as "Sign A Location" ("**Pylon Sign A**"), (ii) a pylon sign in the location noted on the Signage Exhibit as "Sign B Location" ("**Pylon Sign B**") and (iii) a pylon sign in the location noted on the Signage Exhibit as "Sign C Location" ("**Pylon Sign C**" and together with Pylon Sign A and Pylon Sign B, the "**Pylon Signs**" and each a "**Pylon Sign**").

(b) Declarant shall construct either Pylon Sign A or Pylon Sign B comparable to the rendering attached as Exhibit D-1. Once constructed, Pylon Sign A and Pylon Sign B will include the Project name, three (3) panels for the tenant(s) of the Grocery Lot, and no more than five (5) additional panels/placards for other tenants in the Project.

(c) Declarant has the option of constructing Pylon Sign C. Any panels on Pylon Sign C below the panel(s) dedicated to the Project at large and the panel(s) for the Grocery Lot Owner shall be divided equally between Declarant and the Grocery Lot Owner. Further, if Declarant does not construct Pylon Sign C on or prior to April 1, 2024, then the Grocery Lot Owner shall have the right to construct a monument sign solely advertising Lowes Foods in the proposed location of Pylon Sign C (a "**Grocery Exclusive Sign**").

(d) Upon construction, any Pylon Sign shall only advertise portions of or businesses within the Project. The specifications and design elements for any Pylon Sign shall be in the sole discretion of the Declarant prior to the Design Review Transfer Date and in the sole discretion of the Design Review Board thereafter; provided, however, that any Pylon Sign shall be in compliance with Applicable Law and no Pylon Sign shall exceed 11 feet in height without the prior written approval of the Design Review Board and the Owner of the burdened Lot.

(e) Excluding rights granted to the Grocery Lot Owner under the following Section 3.11(g), no Owner is guaranteed a panel on any Pylon Sign. If any Owner desires to have a panel on such sign, such Owner shall enter into a separate agreement with Declarant (or the Master Association after the Design Review Transfer Date) with respect thereto (each a "**Signage Agreement**" and collectively, the "**Signage Agreements**").

(f) Excluding any Grocery Exclusive Sign (which shall be at the sole cost of the Grocery Lot Owner), all costs of the Pylon Signs (including, without limitation, the cost to construct the Pylon Sign) shall be allocated between the Owners having panels thereon in such proportions as the Declarant (or the Master Association, as applicable) deems appropriate and as set forth in the Signage Agreements.

(g) Notwithstanding the foregoing, the Grocery Lot Owner shall have the right to place advertisements exclusively for the tenant of the Grocery Lot on the top panel on any Pylon Sign, below the panel(s) advertising the Project at large, and otherwise in accordance with a Signage Agreement to be entered into by the Grocery Lot Owner and Declarant (or the Master Association, if applicable).

3.12 Commercial Shared Driveway Access Easement. The Grocery Lot Owner shall construct or cause to be constructed the Commercial Shared Driveway in conjunction with the development of improvements on the Grocery Lot and otherwise in accordance with a development schedule to be approved by Declarant and the Multifamily Lot Owner. Declarant, as the current Grocery Lot Owner, hereby grants to the Multifamily Lot Owner a perpetual easement across the Grocery Lot for pedestrian, vehicular and truck access, ingress, egress and regress over, upon and across the Commercial Shared Driveway. The Grocery Lot Owner shall be responsible for maintaining, repairing and replacing the Commercial Shared Driveway in accordance with the Standard at its sole cost and expense, notwithstanding the shared use of the Commercial Shared Driveway. Further, the Commercial Shared Driveway shall not be closed or relocated without the prior written consent of Declarant (or the Master Association, as applicable) and the Multifamily Lot Owner.

3.13 Additional Easements. If at any time after the date hereof (i) additional emergency exits are required by law or by insurance underwriting requirements generally applicable to residential and/or retail projects, or (ii) any additional easements for access to or use, repair, and replacement of Utility Facilities now or hereafter existing are reasonably necessary for the use and operation of any one or more Lots (or any portion of any Improvement therein or thereon), or (iii) any additional easements are required to complete any restoration required under this Declaration, or (iv) any other additional easements are necessary or desirable to effectuate the purposes of this Declaration, each Owner shall, within a reasonable time after written request therefor by any other

Owner, grant such easement; provided (A) no Owner granting any such easement is required to construct Improvements, expend any monies, or incur other material liabilities in order to provide such easement (other than costs paid solely by the Owners for whose benefit such easement is to be granted, or by all the Owners if the easement is required for the Project as a whole), (B) such easement will not materially increase expenses, or create any material additional expenses, for any portion of the Project (unless permanently allocated to and paid by the Owner or Owners for whose benefit such easement is to be granted), (C) the use of such easement will not unreasonably interfere with the operation, use or enjoyment of the granting Owner's Lot or violate or interfere with the rights or interests of such Owner's Permittees, and (D) such easement is approved by any Mortgagee with approval rights over the same. The Owners requesting any such easement shall pay all costs and expenses in connection with the approval and granting of any such easement, including all engineering fees, recording charges, and legal fees and expenses reasonably incurred by the Owners or any of them in connection therewith. If new easements are created, this Declaration shall be amended, if necessary, by the Owners, and such easements shall have the same force, effect and priority as if such easements were originally contained herein.

3.14 Easements Deemed Appurtenant. The easements, uses, and rights created herein for an Owner shall be appurtenant to its Lot, and all conveyances of and other instruments affecting title to a Lot (or any portion thereof) shall be deemed to grant and reserve the easements, uses and rights provided for herein, even though no specific reference to such easements, uses, and rights appears in any such instrument. Each Owner whose Lot is subject to an easement created by this Declaration may use the easement area for any purposes permitted in this Declaration not inconsistent with such easement and shall also have the right to temporarily interrupt the use of such easements as may be necessary in order to perform Repair Work to its Lot, provided that the temporary interruption does not materially interfere with the use and occupancy of another Owner's Lot. Each Owner shall have the right to relocate any easement burdening its property at its expense, so long as it provides an adequate replacement easement which does not materially interfere with the use and occupancy of another Owner's Lot.

ARTICLE 4
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Assessments for Maintenance Fund. The Owner or Owners of each Lot (prior to formation or subsequent to any dissolution of any Sub-Association representative of any of them) covenant and agree to pay to the Master Association, and each Sub-Association covenants and agrees to collect from each Owner within each Lot overseen and administered by such Sub-Association, and every Owner covenants, and each subsequent Owner of any portion of the Property, by acceptance of a deed therefor, whether or not it is so expressed in such deed, is deemed to covenant and agree to pay to the Master Association or through payment to any applicable Sub-Association and subsequent payment to the Master Association:

(a) Annual assessments or charges for the creation and continuation of a maintenance fund to pay the Shared Expenses (the "**Annual Assessments**");

(b) Special assessments as approved by the Master Association, to be established and collected as hereinafter provided (the "**Special Assessments**").

4.2 Purpose. Except as hereinafter provided, the Assessments levied by the Master Association shall be used to pay the ongoing cost of and shall be used exclusively for the maintenance, repair, replacement, reconstruction, replenishment, restoration, administration, insuring, securing, cleaning and operation of the Designated Maintenance Items and the Master Association Common Area, including, but not limited to, the cost of repair, replacement and additions thereto, the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against any such property, the cost of snow removal, the cost of trash removal, the procurement and maintenance of insurance in accordance with the terms hereof and the Bylaws, the employment of attorneys to represent the Master Association when necessary, payments of principal and interest on funds borrowed for Master Association purposes and such other needs as may arise.

Without limiting the generality of the above-described purposes, the Master Association shall be responsible for performing the following in a diligent and reasonable manner, and the Assessments levied by the Master Association may be used for the following purposes:

(a) To maintain the Master Association Common Area in accordance with the Standard.

(b) To keep the Master Association Common Area clean and free from refuse and debris, to maintain the amenities in a clean and orderly condition and to maintain the landscaping therein in good condition and appearance, including any necessary removal and replacement of landscaping.

(c) To pay all ad valorem taxes levied against the Master Association Common Area and any other property owned by the Master Association.

(d) To pay the premiums on all hazard insurance, public liability insurance and officers' and directors' liability insurance carried by the Master Association.

(e) To pay legal, management, accounting and other professional fees incurred by the Master Association in carrying out its duties as set forth herein or in the Bylaws (provided that fees payable to affiliates or employees of Declarant or an Owner shall be no less favorable to the Master Association than would generally be available from unrelated third parties in the subject submarket).

(f) To maintain the signs and landscaping in the Master Association Common Area.

(g) To maintain all Designated Maintenance Items.

(h) To provide such maintenance in addition to that provided by the applicable governmental authorities with respect to public streets and roads located within the Property as the Master Association shall deem appropriate, including the clearance of storm drainage inlets to remove debris, and to provide such maintenance to any public streets and roads to the extent such

public streets and roads are not maintained by the appropriate Governmental Authority in a manner deemed reasonably appropriate by the Board of Directors.

(i) To pay for the cost of street light lease charges, if any, and any other charges for electricity usage and/or bulb and light fixture repair and replacement for streetlights located within public or private rights-of-way within the Property

4.3 Annual Assessments. The Annual Assessments for each Member for each calendar year shall be determined by dividing the number of votes to which each Member is entitled on January 1 of each year by the total number of votes and multiplying the percentage so obtained by the total of the Shared Expenses for such calendar year determined as hereinafter set forth. The Board of Directors shall establish the Annual Assessment amounts pursuant to the terms of this Declaration. Any Annual Assessments established by the Board of Directors shall continue thereafter from year to year as the Annual Assessment until changed by said Board of Directors in accordance with the terms and conditions of this Declaration. Each calendar year, the Board of Directors shall provide each Member with a copy of the proposed budget for the Annual Assessments for the upcoming calendar year at least thirty (30) days prior to the start of each fiscal year of the Master Association in accordance with the Bylaws, which proposed budget shall be subject to adjustment based upon the actual Annual Assessments. The Annual Assessments may include a contingency reserve for replacement and repair in a reasonable amount for each year, which reserve, if not expended, would be treated the same as excess funds. If, for any given calendar year, excess funds remain after payment of all expenditures for such calendar year, then such excess funds may be applied in payment of expenditures in succeeding calendar years or to the contingency reserve in the discretion of the Board of Directors. The Annual Assessments shall commence as to an applicable Lot on the earlier of the date that Declarant commences development on such Lot or the date that such Lot becomes owned by a party other than Declarant. Further, and notwithstanding the foregoing, excluding Non-Controllable Expenses, if the proposed budget for the Annual Assessments for the upcoming calendar year exceeds the then-current budget by more than 5% year-over-year, the amount over such threshold shall require approval of at least seventy-five percent (75%) of the Master Association votes set forth in Section 2 of Article II hereof as then allocated. Pending such approval, the then-existing budget and increases therein up to the 105% threshold will be the controlling budget.

4.4 Special Assessments. In addition to the Annual Assessments authorized above, except as otherwise set forth in this Declaration, the Master Association may levy, in any assessment year, Special Assessment(s) for the purpose of defraying, in whole or in part, the cost of any construction, repair, or replacement of a capital improvement upon the Master Association Common Area, including, but not limited to, the construction, repair or replacement of fixtures and personal property related thereto, any Designated Maintenance Items which constitute capital improvements, or any private water or sewer or stormwater drainage line owned by Declarant or the Master Association which constitute capital improvements, repayment of indebtedness and interest thereon, providing funds to pay for unforeseen or unbudgeted expenditures for capital improvements, borrowing the funds to make the Property comply with zoning ordinances, and borrowing of money for capital improvement and pledging or mortgaging of Master Association property as security for loans; provided, however, that any such Special Assessment(s) shall require the approval of the Members representing at least eighty percent (80%) of the total votes

of the Master Association as set forth herein, as then allocated. Special Assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessment. For the purposes of this section, a "capital improvement" means discretionary additions or upgrades that are typically characterized as "capital improvements" under GAAP to the Master Association Common Area, not including required maintenance, repairs or replacements to the Master Association Common Area. The proportion of such Special Assessment(s) applicable to each Member shall be determined by dividing the number of votes to which each Member is then entitled to by the total number of votes allocated to all Members and multiplying the percentage so obtained by the total Special Assessment(s).

4.5 Collection; Due Date. Unless otherwise provided herein, Annual Assessments and Special Assessments shall be collected annually, semi-annually in two (2) equal installments, or monthly in twelve (12) equal installments as determined by the Board of Directors. Unless otherwise provided herein or specified by the Board of Directors, Annual Assessments and Special Assessments shall be due and payable thirty (30) days after being billed to any Member by the Master Association. Late billing for a portion of any Assessments shall not affect an Owner's obligation to pay the same.

4.6 Notice and Quorum. With respect to any action under this Article 4 that requires Member consent, written notice shall be provided and any such meeting conducted in accordance with the Bylaws.

4.7 Effect of Nonpayment of Assessments. Any Assessments not paid within thirty (30) days after the due date shall be considered delinquent and will bear interest from the due date at the rate of ten percent (10%) per annum or the maximum interest rate permitted to be legally charged under the laws of the State of South Carolina at the time of such delinquency (but not exceeding eighteen percent (18%) per annum), whichever is greater. In addition to such interest charge, any delinquent Member shall also pay such late charges as may have been theretofore established by the Board of Directors of the Master Association to defray the costs of late payment. For so long as an Assessment or any other amount due and payable by a Member under this Declaration remains delinquent, all rights of the delinquent Member under this Declaration or the Bylaws, including such Member's right to vote on any matters relative to the Master Association or the Property, shall automatically be deemed suspended in all respects, and shall only be deemed reinstated unless and until such time that the Member has paid all such delinquent amounts in full, together with any interest and late charges incurred in connection therewith. In addition to all other rights and remedies available at law or in equity, the Master Association, its agent or representative, or the applicable Sub-Association, its agent or representative, may bring an action at law against any Member personally obligated to pay the same and may bring an associated claim of lien against the subject Property in accordance with applicable law and foreclose any such lien in accordance with applicable law. Interest, late payment fee, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such Assessments. No Member, Sub-Association, or Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of their or its portion of the Property or by non-use of the Master Association Common Area.

4.8 Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any First Mortgage on a portion of the Property. The sale or transfer of any portion of the Property shall not affect any assessment lien, but the sale or transfer of any portion of the Property which is subject to a mortgage or deed of trust to which the lien of the assessment is subordinate, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to any installment thereof which became due prior to such sale or transfer. No such sale or transfer shall relieve such portion of the Property from liability for any assessment thereafter becoming due or from the lien thereof, but the liens provided for herein shall continue to be subordinate to the lien of those mortgages and deeds of trust identified in the first sentence of this subsection.

4.9 Exempt Property. All property dedicated to, and accepted by, a local public authority for operation and maintenance shall be exempt from any provision of this Declaration, except that the foregoing shall not prevent the Master Association from maintaining any public streets and roads in accordance with this Declaration to the extent such public streets and roads are not maintained by the appropriate Governmental Authority in a manner deemed reasonably appropriate by the Board of Directors. All of the Master Association Common Area shall also be exempt from the Assessments created herein.

ARTICLE 5
MAINTENANCE OF TRACTS

5.1 Owner and Sub-Association Maintenance Obligations. Each Owner or Sub-Association, as applicable, shall maintain the grounds and any Improvements situated on its Lot, including, but not limited to, plantings, landscaping, hedges, buffer and screening areas, natural areas, fencing, walls, roofs, windows, siding, lawns, driveway entrances, driveway bridges, driveways and any portion of any public or private drainage easement affecting such portion of the Property as shown on any recorded map of the Property, in accordance with the Standard. Each Owner or Sub-Association, as applicable, shall also maintain and repair, at its sole cost and expense, any underground and above ground lines, equipment and facilities for the delivery of utility services, which includes, but is not limited to, storm water, sanitary sewer, water (fire and domestic), sprinkler and irrigation, gas, electrical, cable television, telephone and other communication lines located on such Owner's or Sub-Association's Lot which exclusively serve such Lot, unless the same is otherwise maintained by a public utility company or Governmental Authority. To the extent that any such utility lines, equipment and facilities which exclusively serve a Lot cross another portion of the Property not owned by the Owner of such Lot, the Owner or Sub-Association, as applicable, of the Lot that is exclusively served by such utility lines, equipment and facilities shall maintain and repair, at its sole cost and expense, such utility lines, equipment and facilities, unless the same has been dedicated to and accepted for public maintenance purposes by, or are otherwise maintained by, a public utility company or Governmental Authority. Trash, garbage or other waste will be disposed of as directed by Master Association and in accordance with Applicable Law. The Owner of any Lot or the applicable Sub-Association will prevent rubbish from accumulating on its Lot and will prevent any rubbish on its Lot from being blown or carried by the wind or otherwise transported onto other Lots or the surrounding public areas.

5.2 Failure to Perform. Upon an Owner's or Sub-Association's failure to perform any of the obligations set forth in this Article 5 within ten (10) days (or such longer period as would be reasonably necessary to perform such obligations, provided that such Owner or Sub-Association, as applicable, is using diligent, good-faith efforts to perform such obligations to completion) following the delivery of written notice thereof from the Master Association to the last known address for such Owner or Sub-Association, as applicable, the Master Association may, at its option, after approval by a majority vote of the Board of Directors, perform such obligations on behalf of the Owner or Sub-Association, as applicable. All expenses of the Master Association incurred under this Article shall be a lien and charge against the Lot on which the work was done and the personal obligation of the then Owner or Sub-Association of such Lot, and any expenses so incurred by the Master Association shall incur interest and late fees in the manner described in Section 4.7 above until reimbursed by the defaulting Owner or Sub-Association. The Master Association or its agents or employees may enter any portion of the Property to perform the maintenance and repairs set forth herein and such entry shall not be a trespass. For so long as such obligations remain unperformed or if the Master Association performs such obligations on behalf of the defaulting Owner or Sub-Association, all rights of the defaulting Owner or Sub-Association under this Declaration or the Bylaws, including such Owner's or Sub-Association's right to vote on any matters relative to the Master Association or the Property, shall automatically be deemed suspended in all respects, and shall only be deemed reinstated unless and until such time that the defaulting Owner or Sub-Association has performed its obligations hereunder or, in the case of the Master Association having performed such obligations on behalf of the defaulting Owner or Sub-Association, reimbursed the Master Association for any related expenses incurred by the Master Association (together with interest and late charges incurred thereon).

5.3 Repairs and Restoration in the Event of a Casualty. In the event any of the Improvements on a Lot are damaged by fire or other casualty (whether insured or not), the relevant Owner or Sub-Association of such Lot shall promptly remove the debris resulting from such event and, within a reasonable time thereafter, shall either (a) promptly repair or restore the Improvements so damaged, such repair or restoration to be performed in accordance with all provisions of this Declaration (including, without limitation, the review and approval of all plans and specifications therefor by the Design Review Board; provided, however, that all plans and specifications of the original construction of the Improvements shall be deemed approved by the Design Review Board in the event of reconstruction of the Improvements so damaged by fire or other casualty), or (b) erect other Improvements in such location, provided all provisions of this Declaration are complied with (including, without limitation, the review and approval of all plans and specifications therefor by the Design Review Board), or (c) demolish the damaged portion of such Improvements, remove all rubbish, and pave or grass and otherwise restore the area to a neat, orderly, sanitary and attractive condition. Each applicable Owner shall have the option to choose among the aforesaid alternatives, but each applicable Owner shall be obligated to perform promptly one of such alternatives.

ARTICLE 6
RESTRICTIONS

6.1 Obstructions. There shall be no obstruction of the Master Association Common Area, nor shall anything be kept or stored in such areas by any Owner, nor shall anything be altered,

constructed or planted in, or removed from such areas, without the prior written consent of the Master Association.

6.2 Restricted Actions. No Owner or Tenant shall permit anything to be done or kept on the Property that will result in the cancellation of or increase in the cost of any insurance carried by the Master Association, or that would be in violation of any law. No waste shall be permitted in the Master Association Common Area. Each Owner and Tenant shall comply with all laws, regulations, ordinances (including, without limitation, applicable zoning ordinances) and other applicable governmental rules and restrictions.

6.3 Signs. Excluding the Pylon Signs, no sign of any kind, including free-standing signs and building- mounted signs, shall be displayed on any portion of the Property (or displayed within a building on a Property and visible from the exterior thereof) without the written consent of the Design Review Board, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, (a) nothing herein shall act to restrict or prohibit Declarant or the Master Association from erecting and maintaining directional and other signs relating to the use of the Property, including, but not limited to, signs and billboards advertising the Property or portions thereof, (b) all signs erected and maintained on at the Property must conform with the Standard and (c) the Master Association and Declarant shall have the right to install signs in the Master Association Common Area. Further, with respect to the Residential Lots only, the following signs shall be permitted: (d) one sign per residential Unit not to exceed 144 square inches indicating that the Unit is monitored by an alarm or monitoring service; (e) not more than two (2) "political signs" per Unit as defined under Applicable Law, the maximum dimensions of any such sign shall not exceed 24 inches by 24 inches (and provided, further, that any political signs may not be displayed on a Unit earlier than forty-five (45) days before the applicable election and must be removed not later than seven (7) days after the election day); (f) one United States flag or South Carolina state flag per Unit which does not exceed 3' x 5' in dimension and is mounted on a flag pole approved by the Design Review Board; or (g) one temporary "for sale" sign, provided that the maximum dimensions of any such sign shall not exceed 36 inches by 36 inches and (h) with respect to the original developer of the Residential Lots, such developer's standard marketing signs and banners. Flags shall be allowed on the Grocery Lot subject to the consent of the Design Review Board, which consent shall not be unreasonably withheld, conditioned or delayed. Each Owner or Tenant that is specifically allowed by the Design Review Board to have an individual sign or sign panel at the Property shall be responsible, at its sole cost and expense, for obtaining all necessary governmental permits and approvals for such signage and for constructing, installing, maintaining, repairing and replacing such signage, as well as ensuring the same remains in first-class condition and is otherwise in accordance with applicable governmental requirements.

6.4 Parking. Each Lot shall be independently parked and no cross-parking easements are granted hereby; provided, however, that this Declaration shall not prevent the Owners from entering into separate cross-parking agreements.

6.5 Subdivision. No Owner or Sub-Association shall be permitted to subdivide its Lot into separate parcels without the prior written consent of Declarant, so long as Declarant or any affiliate of Declarant shall own any portion of the Property, and thereafter, without the prior written

consent of the Board of Directors; provided, however, that the Retail Lot may be subdivided into up to five (5) parcels without further approval hereunder and the Single-Family Lot may be subdivided into residential lots without further approval hereunder. Further, it is understood that, subject to approval by Governmental Authorities, Declarant will revise the Subdivision Plat and the Site Plan to reflect the final construction of the Project Roads and that the legal descriptions of the adjacent Lots will be adjusted accordingly. Each Owner shall have the right to review and comment on such post-construction update to the Site Plan; provided, however, that such Owner provides any comments within five (5) business days after its receipt of the proposed updated Site Plan. Further, each Owner agrees to cooperate in good faith with any deeds or other agreements associated with any approved update to the Subdivision Plat and the Site Plan.

6.6 Rezoning. No Owner shall rezone its portion of the Property or obtain any zoning variance or waiver without the prior written consent of Declarant, so long as Declarant shall own any portion of the Property, and thereafter, without the prior written consent of the Board of Directors; provided, however, Lot 1 may be rezoned without further approval hereunder.

6.7 Damage to the Master Association Common Areas. Each Owner shall be liable to the Master Association or Declarant for damage to property owned by the Master Association or the Declarant, as the case may be, which is caused by the negligence or willful misconduct of such Owner, or any of its Tenants, guests, agents, contractors, employees or invitees. Each Owner will be held responsible for any sums expended by the Declarant or Master Association to repair such damage.

6.8 Rules of the Master Association. The Board of Directors shall have the power and authority to promulgate rules and regulations to enable the Master Association to carry out the letter and intent of this Declaration. Each Sub-Association shall be responsible for distributing such rules and regulations to its members. All Owners shall abide by all rules and regulations so adopted by the Board of Directors from time to time. The Board of Directors shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and any Owner violating such rules and regulations shall be liable to the Master Association for all damages and costs, including reasonable attorneys' fees, resulting from such violations. Any rules and regulations imposed on the Property or any portion thereof shall apply uniformly to the Property or the designated portion thereof (e.g., uniformly to the Commercial Lot or the Residential Lots).

6.9 Waste; Prohibition Against Dumping. No portion of the Property may be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any portion of the Property except on a temporary basis in sanitary containers. No dumping of trash, garbage, sewage, sawdust, organic or inorganic waste or other similar materials shall occur and no unsightly or offensive material shall be placed on the Master Association Common Area, except as is temporary and incidental to the bona fide improvement of the area in a manner consistent with its classification as Master Association Common Area. In addition, the following types of activities are prohibited, unless authorized by the Master Association or Declarant:

(a) Dumping backfill into the Master Association Common Area;

(b) Excavating soil from the Master Association Common Area;

(c) Parking in the Master Association Common Area, except as otherwise designed by Declarant or, in the event Declarant no longer owns any portion of the Property, the Board of Directors;

(d) Common stacking or storing supplies or equipment in the Master Association Common Area.

(e) Changing site grade so as to cause drainage problems in the Master Association Common Area;

(f) Locating temporary construction buildings in the Master Association Common Area; and

(g) Disposing of toxic or hazardous materials in the Master Association Common Area.

Notwithstanding the provisions of this Section, the Master Association may establish and maintain, from time to time within any Master Association Common Area, storage areas for mulch piles, stacked firewood, rocks and other natural materials for the use and benefit of the Master Association Common Area.

6.10 Open Space. Notwithstanding any provisions of this Declaration to the contrary, any portion of any Lot designated as "Open Space," "Open Area," "No-Build Area" or "Natural Area" on any plat of the Property heretofore or hereafter duly recorded in the Registry shall be restricted as a permanent open space, and shall be maintained by the applicable Owner or Sub-Association in its natural or relatively undisturbed state, subject to any further restrictions and/or obligations imposed by the Declarant or the Master Association with respect to the use and maintenance of such open space and the natural features (including trees and vegetation) thereon.

6.11 Septic Systems. No on-site septic system or sanitary sewer treatment facility will be permitted on any Lot.

6.12 Restrictive Covenant. The restrictive covenants and exclusive use provisions set forth on **Exhibit H** and **Exhibit I** attached hereto and incorporated herein shall apply in accordance with the terms thereof. Further, the Retail Lot is hereby encumbered with (i) a view corridor in the general area depicted on **Exhibit J** attached hereto and incorporated herein, within which no buildings shall be constructed, and (ii) a restriction providing that no building or other structure on the Retail Lot shall contain more than one (1) story (non-sales mezzanines shall be permitted) or have a height in excess of twenty-five (25) feet above the level of the centerline of the adjacent road surface of Charlotte Highway (U.S. Highway 521); provided, however, that any such building may have façade architectural features above such building's front entrance of up to thirty (30) feet above such level.

ARTICLE 7
CONSTRUCTION OF IMPROVEMENTS AND ARCHITECTURAL CONTROL

7.1 Construction of Improvements. Notwithstanding anything contained within this Declaration to the contrary, no Owner (other than Declarant, the Master Association, or any institutional builder designated as exempt by Declarant in its sole discretion, each of which shall be exempt from the requirements of this Article 7) shall undertake on any portion of the Property (i) any construction of any Improvement(s) or other structures, which shall include any staking, clearing, underbrushing, excavation, grading or other site work, (ii) the initial installation of any landscaping, plantings, trees or shrubs or any material alterations thereto, other than general maintenance of landscaping located pursuant to previously approved landscaping plans, or (iii) any exterior modification, change or alteration of any portion of the Property or any Improvements located thereon, whether functional or decorative, unless and until the requirements below in this Article 7 have been fully met, and the Design Review Board has rendered a final decision pursuant to this Article 7. In determining acceptable construction materials, which determination shall be in the Design Review Board's sole discretion, the Design Review Board may take into consideration the desire for high quality aesthetic appeal and long-term value both in utility and appearance. The Design Review Board may refuse approval of plans, location, exterior color or finish or specifications for any reason, including purely aesthetic reasons. Notwithstanding the foregoing, the Design Review Board's review of landscaping plans for the Residential Lots shall be limited to landscaping which is located on or is visible from the perimeter of the applicable Residential Lot, other than retained trees.

7.2 Building Setback Lines. All Improvements shall conform to the setback, sideline and rear yard requirements, including stream buffer lines, required by applicable zoning laws and other governmental requirements, as indicated on any recorded plat for the applicable portion of the Property or as required by the Design Review Board on the approved plans and specifications for the Improvements to be constructed on any portion of the Property.

7.3 New Construction. Construction of new Improvements only shall be permitted on the Property, it being the intent of this covenant that all Improvements on any portion of the Property shall be defined as and have the overall appearance of new construction. This shall not preclude, at the sole discretion of the Design Review Board, the use of reclaimed materials or portions of "old" structures (e.g., hand hewn beams, antique doors, slate shingles, antique accent windows, etc.) which may be as an integral part of the architectural character of the overall Improvements on such portion of the Property.

7.4 Temporary Structures and Storage Areas. Except as permitted by the Design Review Board, except as otherwise during any reasonable time period as is necessary for the completion of construction of such Improvements and except as otherwise provided herein, no partially completed Improvements or other structures of a temporary nature shall be permitted to exist on any portion of the Property. Notwithstanding anything to the contrary set forth herein, in no event shall storage sheds or areas, barns or other freestanding storage areas be constructed or installed on any portion of the Property, except during the course of construction of the principal structure on such portion of the Property; provided, however, that the foregoing shall not prohibit any equipment storage buildings related to the maintenance and operation of outdoor amenities

located on a Residential Lot nor any detached garages located on Residential Lot where such structures are permitted pursuant to zoning and any other governmental requirements. Further, notwithstanding anything to the contrary set forth herein, the Grocery Lot Owner shall be permitted to construct and/or install on the Grocery Lot temporary structures and storage areas incidental to the use of the Grocery Lot as a commercial shopping center with a grocery store anchor. Such permitted improvements include, but are not limited to, cart containment systems (which may be placed in the parking lot servicing the Grocery Lot), seasonal product displays, outside seating areas with fencing and other customary improvements relating to the commercial businesses operated on the Grocery Lot.

7.5 Diligent Construction. All construction, landscaping or other work that has been commenced on any portion of the Property must be continued with reasonable diligence to completion in accordance with the provisions of this Article 7. All lawn areas and landscaping located on any portion of the Property must be installed in accordance with plans therefor approved by the Design Review Board no later than six (6) months after the date on which a Certificate of Occupancy has been issued for the Improvements on such portion of the Property, subject to inclement weather and force majeure. Subject to force majeure or as otherwise approved by the Declarant in its sole discretion, any construction, landscaping or other work on any portion of the Property shall be completed within eighteen (18) months following the later of (i) commencement of such work or (ii) if applicable, the receipt of any required permits for such work, subject to inclement weather and force majeure.

7.6 Performance of Construction. Every contractor and subcontractor constructing Improvements within the Property shall, consistent with best construction practices for a first-class development and further in accordance with the Standard, keep all portions of its portion of the Property free of unsightly construction debris and shall at all times during construction either provide or cause to be provided dumpsters for the containment of garbage, trash or other debris that is occasioned by construction of Improvements or take other measures consistent with best construction practices for a first-class development necessary to keep its portion of the Property free of garbage, trash or other debris that is occasioned by the construction of the Owner's Improvements. Any trash or construction debris caused by the activities of such Owner or Owner's contractors, subcontractors or agents shall be promptly removed from any streets, sidewalks, walkways or other portions of the Property outside the Lot or within the Master Association Common Area. Any portable bathrooms or port-o-johns shall be screened to the extent and in the manner required by Declarant or the Master Association. The Owner of each portion of the Property shall at all times keep adjacent public and private areas free from any dirt, mud, garbage, trash or other debris that is occasioned by construction of Improvements. Each Owner shall promptly comply with any street washing requirement imposed by Declarant or the Master Association during any period of construction. Any trucks, construction equipment or machinery used by such Owner or such Owner's contractors, subcontractors or agents during any such period of construction shall be parked only within the boundaries of such Owner's Lot, and any construction vehicles and traffic must follow the routes that may be designated by the Master Association for construction traffic. No such construction shall proceed in a manner that interferes with the visibility of, access to, or operation of any other permitted use being conducted on the Property. All construction materials within a temporary staging and/or storage area must be located wholly within such Owner's Lot, at a location that will not unreasonably interfere with vehicle and

pedestrian circulation. Any damage to the street, curb or sidewalk or to any part of any Master Association Common Area or utility system caused by an Owner or Owner's contractors, subcontractors or agents shall be repaired by such responsible Owner. Declarant or the Master Association, upon five (5) business days written notice, may provide for the cleaning of public and private areas due to the activities of the Owner or Owner's builder and may assess the Owner a reasonable charge not to exceed the actual cost for such cleaning. All Owners and Owners' contractors, subcontractors and agents shall comply with such rules of the Master Association as are from time to time adopted with respect to construction of Improvements. All Owners shall be responsible to insure that any contractor or builder employed by it complies with all builders' rules adopted by the Master Association from time to time, in accordance with the provisions of this Declaration.

7.7 Inspection. The Master Association, Declarant and their authorized representatives may, upon reasonable advance notice and at a reasonable time, enter and inspect any Building or Lot to ascertain compliance with this Declaration, a Sub-Association Declaration, and any other documents promulgated pursuant to this Declaration.

7.8 Standards for Improvements and Governmental Requirements. All Improvements constructed upon the Property shall conform to the minimum standards specified by the applicable governmental building codes in effect at the time of the permitting of such construction, as well as to all other rules, regulations, requirements, ordinances and laws of any local, state or federal governmental unit(s) or authorities having jurisdiction thereof. Nothing herein contained shall be deemed to constitute a waiver of any governmental requirements applicable to any portion of the Property and all applicable governmental requirements or restrictions relative to the construction of Improvements on and/or use and utilization of any portion of the Property shall continue to be applicable and shall be complied with in regard to such portion of the Property.

7.9 Location of Improvements. The Design Review Board shall have the right to control absolutely (subject to the provisions of zoning ordinances of the appropriate governmental authorities) the precise site, grade, elevation and location of any building or structure on any Lot in the sole discretion and judgment of the Design Review Board. Such location shall be determined only after reasonable opportunity is afforded the Owner of the Lot in question to recommend a specific site.

7.10 Curbs, Traffic Indicators and Poles/Bases. All curbs and gutters shall be poured in place standard-sized concrete type curbs (or as otherwise required by the applicable governmental agency). Pavement markings, directional signs, and other traffic indicators upon each Lot shall be in accordance with the *Manual on Uniform Traffic Control Devices* and shall provide for a reasonable traffic flow scheme constituent with the plans and specifications approved by the Design Review Board in accordance with this Article 7. Any poles/bases for signage and/or lighting shall be uniform throughout the Project unless otherwise approved by Declarant in its reasonable discretion.

7.11 Utilities. All utilities and utility connections shall be located underground, including electrical and telephone cables and wires, except as otherwise approved by the Design Review Board in writing. Unless otherwise required by the applicable public utility, transformers,

electric, gas or other meters of any type, or other apparatus shall be located at the rear of the Improvements constructed on the Property or, if approved by the Design Review Board in writing, located elsewhere on such portion of the Property provided they are adequately screened as required by the Design Review Board in accordance with the provisions of this Declaration.

7.12 Landscaping. The Design Review Board reserves the right to promulgate and amend from time-to-time landscape guidelines, which shall establish approved standards, methods and procedures for landscape management on the Property. The Design Review Board may also adapt one or more typical landscape plans consistent with such landscape guidelines that may be selected by an Owner. With respect to each Lot, each Owner shall install landscaping for all surface parking lots, buffer areas, and parking lot perimeters, and foundation plantings around buildings, all in compliance with the terms of this Declaration, its approved site plan, and applicable ordinances of Indian Land and/or Lancaster County, South Carolina. Any areas not covered by buildings, parking lots or other paved areas, including buffer strips and other undeveloped land areas, shall be landscaped with trees, shrubs, ground covers, or irrigated lawn areas in a uniform manner.

7.13 Sediment Control. It is contemplated that the Drainage Plan will establish rules and regulations for use of the Common Detention Facilities for use during periods of construction. Further, sufficient sediment control measures, including, but not limited to, installation and maintenance of silt fences, temporary sediment traps, diversion ditches, storm water inlet protection or retention pond and temporary seeding, to the extent deemed reasonably necessary by the Design Review Board, shall be installed by the Owner or Owner's builder to ensure that all sediment resulting from any land disturbance or construction operation is retained on the Lot in question in accordance with all governmental requirements. All sediment control measures must be regularly cleaned out and maintained until such portion of the Property has been permanently stabilized with respect to soil erosion.

7.14 Screening, Fences and Walls. All water towers, storage tanks, maintenance facilities, heating and air conditioning equipment, loading docks and utility service areas located on any Lot shall either be housed within a building, or otherwise screened from public view in a manner architecturally compatible with the building(s) located on that Lot. All trash receptacles not located within the service areas of a building shall be located in a permanent gated enclosure that is constructed from the same primary building material as the building(s) on that Lot. All loading areas shall be screened from public view to the extent practical. All loading docks and associated areas shall have adequate space on each Lot so that loading and maneuvering of trucks and service vehicles will not disturb vehicle and pedestrian circulation. No fence, hedge, wall or timber wall, including any retaining wall, shall be erected, placed or altered on any Lot without written approval from the Design Review Board. Except as otherwise permitted by the Design Review Board, in its sole discretion, no chain link fence or vinyl fence shall be permitted on any Lot. All fences shall be constructed of wood or wrought iron. All walls shall be constructed of wood or stone and, unless approved by the Design Review Board, shall not exceed six feet (6') in height. The Design Review Board may adopt a standard design for approved fences and/or walls.

7.15 Procedure. No Improvements of any kind or nature shall be erected, remodeled or placed on any portion of the Property until the plans and specifications therefor and a site plan

therefor have been approved in writing by the Design Review Board, which plans and specifications and site plan shall include:

(a) the nature, kind, shape, color, size, materials and location for all exterior elements of the Improvements or other structures, as well as the interior elements of the Improvements or other structures to the extent such elements are visible from any road or right-of-way, proposed to be constructed or modified on any portion of the Property;

(b) a depiction of driveways, walkways and other paved areas, lawn areas, landscaped areas and drainage patterns;

(c) specifications describing the principal building and roofing materials and colors to be constructed, and, with respect to the Single-Family Lot, all applicable material selections and color selections;

(d) final elevations showing all sides, and a final survey;

(e) with respect to the Lots other than the Single-Family Lot, a landscape plan identifying all species of trees and plants to be planted on the Lot, with sizes specified;

(f) with respect to the Single-Family Lot, for any common areas located thereon or as otherwise required by the Design Review Board, a landscape plan identifying all species of trees and plants to be planted on the Lot, with sizes specified; and

(g) with respect to the Commercial Lot, an exterior lighting plan (including site photometrics) confirming that exterior lighting will be focused on the applicable Lot and will not create direct glare onto adjoining Lots.

The final plans and specifications and site plan as provided for above shall be submitted in triplicate to the Design Review Board for approval or disapproval. If requested by the applicant, the Design Review Board shall provide a hearing to the applicant in order to allow the applicant to present any further information or respond to any inquiries relating to its application and/or plans and specifications. The Design Review Board is authorized to request the submission of samples of proposed construction materials, including, at the request of the Design Review Board, the submission of sample panels of such proposed materials in the field.

In reviewing each submission, the Design Review Board may consider: the quality of workmanship, design and materials; the adequacy of site dimensions and alignment of main elevations with respect to nearby streets; the harmony of the external design, color, type and appearance of exterior surfaces, including roofs/rooftops, and landscaping with existing structures and landscaping; compliance with applicable governmental construction permit requirements; location in relation to surrounding structures; topography; finish grade elevation; landscaping; efforts made to mitigate sound and light transmission; and other standards set forth within this Declaration (and any amendments hereto) or as may be set forth within any Design Guidelines promulgated by the Design Review Board, or other matters in which the Design Review Board has been vested with the authority to render a final interpretation and decision. In no event shall the

Design Review Board reject a submission solely on the basis of the interior floor plans or improvements, unless such improvements would be visible from the exterior of the building.

At such time as the plans and specifications and site plan meet the approval of the Design Review Board, two (2) complete sets of the plans and specifications and site plan will be returned to the applicable Owner or its designated representative, which plans and specifications and site plan may be marked "Approved" or in lieu thereof the Design Review Board may issue a writing signifying its approval thereof, and the remaining set will be filed in the offices of the Design Review Board. If found not to be in compliance with these covenants, conditions and restrictions or if found to be otherwise unacceptable to the Design Review Board pursuant hereto, one (1) set of plans and specifications and site plan shall be returned to the applicable Owner marked "Disapproved," or in lieu thereof the Design Review Board may issue a writing signifying its disapproval thereof, accompanied by a statement in reasonable detail of items found not to be in compliance with these covenants, conditions and restrictions or otherwise being so unacceptable. Owner thereafter shall resubmit, in accordance with the provisions of this section, such plans and specifications and site plan setting forth the required changes to the Design Review Board for its approval. Any modification or change to the approved set of plans and specifications or site plan must again be submitted in triplicate to the Design Review Board for its inspection and approval. The Design Review Board's approval or disapproval, as required herein, shall be in writing. Once the Design Review Board has approved the plans and specifications and site plan for the Improvements, the construction of such Improvements must be promptly commenced and diligently pursued to completion. Except as otherwise provided herein, if such construction is not commenced within nine (9) months following the date of approval of the plans and specifications and site plan therefor by the Design Review Board (or such longer period of time as may be approved by the Design Review Board), such approval shall be deemed rescinded and before construction of Improvements can thereafter be commenced or completed, as applicable, on the portion of the Property in question, the plans and specifications and site plan therefor must again be approved by the Design Review Board pursuant to this Article 7.

In addition to the procedure described in this section, and in recognition of the cost involved in producing the final plans and specifications and site plan, the applicable Owner may request a preliminary review of the design of the Improvements upon the submission of the following:

(i) Final elevations showing all sides, the rooftop and any rooftop equipment; specifications describing the principal building and roofing materials and colors to be constructed, and for the Single-Family Lot, all applicable material selections and color selections; and

(ii) Schematic site plan.

All Improvements, including the parking, roadway and pedestrian walking areas on any Lot, shall be located substantially in accordance with the final plans and specifications and site plan approved by the Design Review Board. Any material deviation from such approved final plans and specifications or site plan, including any material deviation in the location of the Improvements, shall require further approval from the Design Review Board pursuant to this section.

7.16 No Waiver of Future Approvals. The members of the Design Review Board will change from time to time and the interpretation, application and enforcement of the Design Guidelines may vary accordingly. The approval by the Design Review Board of any proposals, plans and specifications, drawings or site plans for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Design Review Board shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, site plans or matters whatever subsequently or additionally submitted for approval or consent.

7.17 Enforcement. The Master Association shall have the specific right (but not obligation) to enforce the provisions contained in this Article 7 and/or to prevent any violation of the provisions contained in this Article by a proceeding at law or in equity against the person or persons violating or attempting to violate any such provisions. In addition to the foregoing, the Board of Directors shall have the authority and standing, on behalf of the Master Association, to pursue all legal and equitable remedies available to enforce the provisions of this Article 7 and the decisions of the Design Review Board.

As to nonconforming or unapproved Improvements or other work done in violation of this Article, the Master Association may require any Owner to restore such Owner's Improvements and/or remove such other work and restore the applicable portion of the Property to the condition existing prior to the construction thereof, including, without limitation, the demolition and removal of any unapproved Improvements if such Improvements were commenced or constructed in violation of this Article. In addition, the Master Association may, but has no obligation to do so, enter the affected portion of the Property and cause such restoration, demolition and removal and levy the amount of the cost thereof as a special individual assessment against the applicable portion of the Property.

7.18 Failure of Design Review Board to Act. If the Design Review Board fails to approve or disapprove any plans and specifications or site plans and other submittals that conform (and that relate to Improvements that will conform) with the requirements hereof or to reject them as being inadequate or unacceptable within thirty (30) days after its receipt thereof, and provided such submittal was a full and complete submittal of all items that were to have been submitted to the Design Review Board, and provided the Design Review Board shall again fail to approve or disapprove of such plans and specifications, site plans and other submittals within fifteen (15) days after additional written request to act on such items is delivered to the Design Review Board following the passage of such first above described thirty (30) day period, it shall be conclusively presumed that the Design Review Board has approved such conforming plans and specifications, site plans and other submittals, except that the Design Review Board has no right or power, either by action or failure to act, to waive or grant any variances relating to any mandatory requirements specified in this Declaration, except where variances shall be expressly permitted herein. If plans and specifications, site plans or other submittals are not sufficiently complete or are otherwise inadequate, the Design Review Board may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance; provided, however, that in the event the Design Review Board rejects such submittals, the Design Review Board shall provide written notice to the submitting party specifying the portion of the submittal which have been deemed inadequate, as well as the reasoning for such finding.

7.19 Limitation of Liability. The standards and procedures established by this Article 7 are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Property. Any approval by the Design Review Board, the members thereof, the Master Association or Declarant shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or discharge, location of utilities, or other qualities of the item being reviewed. Neither the Design Review Board, the Master Association, the Declarant nor any members, officers, directors, employees, agents of representations thereof, shall bear any responsibility for ensuring structural integrity, soundness or compliance with building codes and other governmental approvals or requirements, or that any Improvements are located so as to avoid negative impacts on any other Improvements, including, without limitation, impaired views. No representation is made by any Design Review Board, the Master Association or Declarant with respect to the quality, size, value or design of future Improvements. Approval by the Design Review Board, Master Association, or Declarant shall not be construed as a representation or warranty of any type regarding the design or construction of any Improvement, and no Design Review Board, Master Association, Declarant, nor any members, officers, directors, employees, agents, or representatives thereof shall be liable for (i) soil conditions, drainage or other site work problems, (ii) defects or errors in any plans or specifications submitted as part of an application, (iii) any structural or other defects in Improvements constructed according to an approved application, or (iv) any injury, damages, or loss arising out of the design, quality or manner of construction of any approved Improvements. Approvals by the Design Review Board, Master Association or Declarant shall in no way be deemed to constitute a determination as to compliance with local zoning ordinances, governmental guidelines or restrictions, or be substituted in lieu of applicable governmental approvals and permits, and no construction may commence until all such approvals and permits have been obtained.

7.20 Design Guidelines. The Design Review Board may, from time to time, publish and promulgate design guidelines (the "Design Guidelines"), and such Design Guidelines shall be explanatory and illustrative of the general intent of the development of the Property and are intended as a guide to assist the Design Review Board in reviewing plans and specifications and site plans. The Design Guidelines may contain general provisions applicable to the entire Property, as well as specific provisions which vary from one portion of the Property to another depending upon the location, unique characteristics, and intended use thereof. The Design Review Board and the Design Guidelines promulgated thereby shall be responsive to technological advances and general changes in architectural design and materials and related conditions in future years and the Design Review Board shall use its best efforts to balance the equities between matters of taste and design and use of private property. The Design Guidelines shall supplement the covenants, conditions and restrictions in this Declaration and are incorporated herein by this reference. The Design Review Board may refuse approval of plans, location, exterior color or finish or specifications for any reason, including purely aesthetic reasons, which in the sole reasonable discretion of the Design Review Board shall be deemed sufficient, and the Design Guidelines shall not constitute, in every event, the sole basis for approval or disapproval of plans, specifications and other materials submitted to the Design Review Board for approval. Notwithstanding the foregoing, the Design Review Board shall defer to the Sub-Association for the Single-Family Lot to review and approve plans, specifications and other submittals for modifications to improvements on the Single-Family Lot for compliance with the Design Guidelines from and after

the initial construction of the subject home; provided, however, that the Design Review Board shall have the right to retake such review if the Design Review Board determines, in its commercially reasonable discretion, that the Sub-Association is not enforcing the Design Guidelines and the Sub-Association has not cured such failure within thirty (30) days after written notice from the Design Review Board.

7.21 Variances. Upon submission of a written request for same, the Design Review Board may, from time to time, in its sole discretion, permit Owners to construct, erect or install Improvements that are in variance with the architectural standards or similar provisions of this Declaration or supplemental Declarations that may be promulgated in the future; provided that only the Master Association may permit Owners, upon submission of a written request for same, to construct, erect or install Improvements that are in variance with the setback requirements. In any case, however, such variances shall be in basic conformity with and shall blend effectively with the general architectural style and design of the Property and shall not materially change the scheme of restrictions herein set forth. Written requests for variances shall be deemed to be disapproved in the event the Design Review Board or the Master Association, as applicable, has not expressly and in writing, approved such request within thirty (30) days of the submission of such requests. No member of the Design Review Board or the Board of Directors shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variance to any Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Design Review Board's (or, in the case of setback requirements, the Master Association's) right to strictly enforce the covenants, restrictions and architectural standards provided hereunder against any other Owner.

7.22 Review Fee and Address. A review fee per set of plans and specifications or site plans as specified in the Design Guidelines may be imposed for initial submittals of plans and specifications or site plans for Improvements to be located on an Owner's portion of the Property and for each re-submittal of plans and specifications or site plans to the Design Review Board; provided that such review fee shall not exceed $750.00 per submission, subject to increases of ten percent (10%) every five (5) years. A review fee may also be imposed for any Owner's request for a variance as specified in the Design Guidelines. The address of the Design Review Board shall be the principal place of business of the Master Association from time to time designated in writing by the Board of Directors. Such address shall be the place of the submittal of any plans and specifications or site plans and the place where the current rules and regulations, if any, of the Design Review Board shall be kept.

7.23 No Liability for Design Defect. Plans and specifications and site plans are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications or site plans neither Declarant, the Design Review Board, the members thereof, nor the Master Association, nor the Board of Directors assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications or site plans.

7.24 Applicable to Additional Property. Without limitation, all requirements of this Article 7 also shall apply to any Improvements or other structures constructed on any additional

real property brought within the scheme of this Declaration if and when such additional real property is subjected to this Declaration, as provided herein.

7.25 Initial Development. Notwithstanding anything to the contrary in this Article 7, the Declarant may approve plans and specifications and site plans for the initial development of any Lot, including, but not limited to, the construction of Improvements and the installation of signage and landscaping located on such Lot, which approval may be provided or withheld in Declarant's reasonable discretion, and such approved plans and specifications and site plans for the initial construction of the improvements on a Lot (but not any future modifications thereto) shall not be subject to further review and approval by the Design Review Board. Upon completion of the improvements initially constructed on any Lot, any further alterations or modifications thereto shall be subject to this Article 7.

7.26 Amendment of this Article. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Property, which consent may be granted or withheld in Declarant's sole and absolute discretion.

ARTICLE 8
SUB-ASSOCIATIONS

8.1 Master Association Approval. Except for actions consistent with declarations, bylaws and/or other instruments previously approved by Declarant in accordance with Section 4 of this Article 8, no action of any Sub-Association shall become effective or be implemented until and unless the Master Association shall have been given written notice of such proposed action and the opportunity to disapprove the proposed action or unless such action is in strict compliance with guidelines set by the Board of Directors. The Master Association shall have ten (10) days from receipt of the notice to disapprove any proposed action. The Master Association may disapprove any action taken or contemplated by any Sub-Association which the Board of Directors reasonably determines to be adverse to the interests of the Master Association or its Members. Further, the Master Association shall have the power to require specific action to be taken by any Sub-Association in connection with its obligations and responsibilities, such as requiring specific maintenance and repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor. In the event any Sub-Association fails to comply with such directives, the Master Association shall have the right to effect such action on behalf of the Sub-Association and levy an assessment against the applicable Lot subject to the Sub-Association's jurisdiction to cover the costs incurred, as well as an administrative charge and sanctions.

8.2 Restrictions on Declarant's Rights. So long as Declarant owns any portion of the Property, neither the Master Association nor any Sub-Association shall, without the prior written approval of Declarant, adopt any policy, rule or procedure that:

(a) Limits the access of Declarant, its successors, assigns and/or affiliates or their personnel and/or guests, including visitors, to the Master Association Common Area or to any property owned by any of them;

(b) Limits or prevents the Declarant, its successors, assigns and/or affiliates or their personnel from advertising, marketing or using the Master Association or the Master Association Common Area or any property owned by any of them in promotional materials;

(c) Discriminates against or singles out Declarant; or

(d) Impacts the ability of Declarant, its successors, assigns and/or affiliates, to carry out to completion its development plans and related construction activities for Exchange, as such plans may be amended and updated from time to time. Policies, rules or procedures affecting the provisions of existing easements established by Declarant and limiting the establishment by Declarant of easements necessary to complete Exchange shall be expressly included in this provision. Easements that may be established by Declarant shall include, but shall not be limited to, easements for development, construction and landscaping activities and utilities

8.3 No Interference. Neither the Master Association nor any Sub-Association shall exercise its authority over the Master Association Common Area (including, but not limited to, any gated entrances and other means of access to the Property) to interfere with the rights of Declarant set forth in this Declaration or to impede access to any portion of the Property, over the streets and other Master Association Common Area within the Property.

8.4 Additional Documents. No Sub-Association or any person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or bylaws or similar instrument affecting any portion of the Property without Declarant's (or, if after the Design Review Transfer Date, the Master Association's) review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant or the Master Association, as the case may be.

8.5 Amendment of this Article. This Article shall not be amended without the prior written consent of Declarant so long as Declarant owns any portion of the Property, which consent may be granted or withheld in Declarant's sole and absolute discretion.

ARTICLE 9
DISCLAIMER OF LIABILITY

9.1 Disclaimer of Liability. Notwithstanding anything contained herein or in the Bylaws, or any rules or regulations of the Master Association or any other document governing or binding the Master Association, neither the Master Association, the Board of Directors, the management company of the Master Association, Declarant nor any successor Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner or occupant of any portion of the Property or any Tenant, guest or invitee of any Owner or occupant or for any property of any such persons. Each Owner and occupant of any portion of the Property and each Tenant, guest and invitee of any Owner or occupant shall assume all risks associated with the use and enjoyment of the Property. No provision of this Declaration or the Bylaws or any other document governing or binding the Master Association shall be interpreted as creating a duty of the Master Association, the Board of Directors, the management

company of the Master Association, Declarant or any successor Declarant to protect or further the health, safety or welfare of any person(s), even if the funds of the Master Association are used for any such purpose. Notwithstanding the foregoing, nothing in this Declaration shall absolve any party from liability for such party's own gross negligence or willful misconduct.

9.2 Utilities. Neither the Master Association, the Board of Directors, the management company of the Master Association, Declarant nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of utility lines or utility sub-stations adjacent to, near, over, or on the Property. Each Owner and occupant of any portion of the Property, Tenant, guest and invitee of any Owner or occupant shall assume all risk of personal injury, illness or other loss or damage arising from the presence of utility lines or utility sub-stations and further acknowledges that the Master Association, the Board of Directors, the management company of the Master Association, Declarant and any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any family member, Tenant, guest or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the condition or impact of utility lines or utility sub-stations.

9.3 Safety and Security. The Master Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to enhance the level of safety or security that each person provides for himself and his property. However, no representation or warranty is made that any systems or measures cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Neither the Master Association, the Declarant, the Board of Directors, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing, shall in any way be considered insurers or guarantors of the safety or security within Exchange, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Each Owner, Tenant, occupant, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Exchange and each of them assumes all risk of personal injury or loss or damage to their property resulting from acts of third parties.

9.4 Acceptance. Each Owner (by virtue of his, her or its acceptance of title to his, her or its portion of the Property) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this Article 9 and shall be deemed to have waived any and all rights, claims, demands and causes of action against the Master Association, the management company of the Master Association, if any, Declarant and any successor Declarant, their directors, officers, committee and Board of Directors members, employees, agents, contractors, subcontractors, successors and assigns arising from or connected with any matter for which the liability has been disclaimed.

ARTICLE 10
GENERAL PROVISIONS

10.1 Enforcement. Declarant, the Master Association, or any Member, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Master Association or by any Member to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereafter.

10.2 Right to Transfer or Assign Declarant's Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to any Person; provided that such transfer shall not reduce an obligation or enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by Declarant and the transferee and is recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise. Upon any transfer by Declarant of any or all of its rights and obligations hereunder, Declarant shall be relieved of any and all obligations and liabilities with respect to the rights and obligations so transferred.

10.3 Additions to Property. Provided that Declarant still owns any portion of the Property, additional real property (and common areas) that is contiguous to the existing Property may be annexed to the existing Property by Declarant and brought within the scheme of this Declaration and the jurisdiction of the Master Association without the consent of the Master Association or the Members. The additions of such property authorized under this Section shall be made by recording a supplementary Declaration of Covenants, Conditions and Restrictions executed by Declarant with respect to the additional property, which shall extend the operation and effect of the covenants, conditions and restrictions in this Declaration to such additional property, and shall, if applicable, designate the additional property as a portion of a Lot. Upon the recording of such supplementary Declaration of Covenants, Conditions and Restrictions, all references in this Declaration to the "Property" shall include reference to the property annexed to the existing Property thereby. In the event that additional property is annexed within the Master Association, the allocation of votes as set forth in Article II, Section 2 of this Declaration (and consequently the allocation of Assessments as set forth in Article 4 of this Declaration) shall be reallocated for each Lot based upon (i) the total acreage of such Lot in relation to (ii) the total acreage of the Property (including the annexed property) less the total acreage of the Master Association Common Area.

10.4 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

10.5 Term. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years each unless Members with at least seventy-five percent (75%) of the votes elect not to continue the same in existence.

10.6 Amendment. This Declaration may be terminated or amended by an instrument signed by Members duly authorized and empowered to vote at least seventy-five percent (75%) of the Master Association votes set forth in Section 2 of Article II hereof as then allocated, provided that any provision of this Declaration which specifies a higher vote percentage may not be amended without the approval of Members authorized and empowered to vote such higher approval percentage, and no amendment to this Declaration (including but not limited to all exhibits hereto), the Bylaws, or the Articles of Incorporation which would materially, adversely and disproportionately impact the rights of a Member as currently provided hereunder may be adopted without the consent of such Member. Notwithstanding any provisions to the contrary contained herein, so long as Declarant, or any affiliate of Declarant, owns any portion of the Property, (i) this Declaration and the Bylaws of the Master Association may not be amended without its and/or, his or her written consent and (ii) Declarant may unilaterally amend this Declaration for the purpose of (a) bringing any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) enabling any reputable title insurance company to issue title insurance coverage on any portion of the Property; (c) enabling any institution or governmental lender, purchaser, insurer or guarantor of mortgage loans, including any Institutional Lender, to make, purchase, insure or guarantee mortgage loans on any portion of the Property; (d) satisfying the requirements of any local, state or federal governmental agency. However, any unilateral amendment by Declarant pursuant to this Section shall not adversely affect the title to any portion of the Property or adversely affect such Owner's rights under this Declaration or adversely affect Owner's use and operation of its Lot unless the Owner of such portion of the Property shall join in such amendment. Further, notwithstanding any provisions to the contrary contained herein, no amendment to Article 6, Section 12 of this Declaration and the corresponding exhibits shall be made without the consent of the Grocery Lot Owner and the then-current tenant under the Grocery Lease Agreement. Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. Declarant shall provide a copy of any amendment to this Declaration to each Owner within ten (10) business days after the recordation of such amendment.

10.7 Notices. All notices, demands, requests, permissions, consents or approvals given by Declarant or the Master Association to any Owner or Sub-Association or by any Owner or Sub-Association to Declarant or the Master Association shall be in writing and shall be deemed to have been properly given (i) on the date delivered if hand-delivered, (ii) on the date delivered if delivered by a reputable overnight delivery service such as Federal Express or (iii) three (3) days after posted if sent by United States registered or certified mail, postage prepaid, return receipt requested, if addressed to the Master Association to its registered agent at its registered office and addressed to Declarant at its registered office, or such other mailing address and contact person as Declarant may designate from time to time, and if to an Owner or a Sub-Association, at such mailing address designated in writing by such Owner or Sub-Association.

10.8 Estoppel Certificates. Within ten (10) days following its receipt of a written request (which shall not be made more frequently than two (2) times during any calendar year) from time to time by Declarant or any Owner, each other Owner, Declarant or the Master Association, as applicable, shall issue to such requesting Owner or to a prospective or existing lender of such requesting Owner or to a prospective successor in title to such requesting Owner, an estoppel certificate stating:

(a) Whether the Declarant, the Master Association and/or Owner to whom the request has been directed has given any notice to the requesting Owner of any default by such requesting Owner under this Declaration which remains uncured, and if there are such defaults of which notice has been given and which remains uncured, specifying the nature thereof;

(b) Whether, to such Owner's, Declarant's or the Master Association's knowledge, as the case may be, as between the Declarant or the Master Association and the Owner to whom the request has been directed and the requesting Owner, this Declaration has been supplemented, modified or amended in any way (and if it has, stating the nature thereof); and

(c) That, to Declarant's, the Master Association's and such Owner's knowledge, as the case may be, this Declaration as of that date is in full force and effect (if and to the extent such statement can truthfully be made and, if not, setting forth the exceptions to such statement).

10.9 Condemnation. In the event of a condemnation or a sale in lieu thereof concerning a portion or all of the Property, the following provisions shall apply:

(a) Once such portion of the Property becomes subject to a condemnation action, the Owner or Owners of such portion of the Property affected thereby shall give prompt written notice of such condemnation action to Declarant, the Master Association and all other Owners.

(b) The award or purchase price paid for such taking shall be paid to the Owner or Owners of the portion of the Property so taken (or to such Owner's mortgagees or tenants, as their interests may appear), it being the intent of any other Owner who might have an easement or other property interest or right under this Declaration in the land so taken to release and/or waive such property interest or right with respect to such award or purchase price; provided, however, such other Owner(s) shall have the right to seek an award or compensation for the loss of its or their easement rights to the extent such award or compensation paid or allocated for such loss does not reduce or diminish the amount paid to the Owner(s) owning such portion of the Property.

10.9 Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the particular paragraphs to which they refer.

10.10 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of South Carolina.

10.11 Binding Effect. All of the covenants, restrictions, stipulations and conditions contained in this Declaration shall be binding upon and inure to the benefit of Declarant, the Master Association, the Owners, and their respective heirs, executors, administrators and assigns.

10.12 Use of the Word "Exchange". No natural person or legal entity shall use the word "Exchange" or any derivative, or any other term which Declarant may select as the name of this development or any component thereof, in any printed or promotional material without the Declarant's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. However, Owners may use the word "Exchange" in printed or promotional matter solely to specify that particular property is located within the Property and the Master Association shall be entitled to use the word "Exchange" in its name.

10.13 No Public Rights. The establishment of the Master Association Common Area does in no way grant to the public or to the owners of any surrounding or adjacent land the right to enter the Master Association Common Area without the express permission of Declarant or the Master Association.

10.14 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

10.15 Transfer of Ownership. If an Owner shall sell, assign, transfer, convey or otherwise dispose of a Lot (other than as security for a loan to such Owner), then (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Declaration which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property, and (b) the Person who succeeds to Owner's interest in such portion of the Property shall be deemed to have assumed any and all of the covenants and obligations arising under this Declaration of such Owner both theretofore accruing or which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such portion of the Property.

10.16 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each Occupant of a Lot, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration are fair and reasonable in all material respects.

10.17 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

10.18 Indemnification; Waivers of Claims.

(a) Indemnification. To the extent permitted under the laws of the State of South Carolina and not otherwise covered by the insurance required under this Declaration or an applicable Sub-Association Declaration, each Owner (by taking title to a Lot is hereby deemed to) covenant to indemnify, defend, and hold harmless the Declarant, the Master Association, the other Owners, their Mortgagee(s), and their respective partners, officers, directors, shareholders, members, managers, employees, and agents (each an "Indemnified Party") from and against any and all claims, actions, damages, liabilities and demands asserted by third persons (other than Indemnified Parties), including those for loss of life, personal injury and property damage, occasioned by or arising directly or indirectly, out of or in connection with the use, occupancy, operation or ownership (as applicable) by such Owner of its Lot, or the failure of such Owner to perform any obligation with respect to its Lot which such Owner is required to operate, maintain, and/or repair under the terms of this Declaration, provided, however, that the foregoing obligations shall not apply to intentional misconduct of the Indemnified Party. An Indemnified Party shall provide the indemnifying Owner (the "Indemnifying Owner") with prompt notice of any claim or other matter for which the Indemnified Party may seek indemnity under this paragraph; provided, however, the failure to provide such notice shall relieve the Indemnifying Owner of its indemnity obligations only to the extent that the Indemnifying Owner is damaged or prejudiced by such failure. The Indemnifying Owner shall defend the Indemnified Party with respect to any such claim at the Indemnifying Owner's expense, with attorneys selected by the Indemnifying Owner (and reasonably acceptable to the Indemnified Party) who may also represent the Indemnifying Owner. If the Indemnified Party retains separate attorneys for its defense, it shall do so at its own expense. The Indemnifying Owner shall have sole right to conduct such defense (including decisions concerning the forum) and settle any claim, suit, proceeding, or other matter brought by the third party, so long as the Indemnified Party is released from any liability with respect to such claim. The Indemnified Party shall cooperate with the Indemnifying Owner in the defense of any claim, including providing documents and witnesses.

(b) Waivers of Claims. Each Owner, for itself and its successors and assigns, hereby waives, as against the other Owners, Occupants and their Mortgagees, and any other person claiming by, through, or under those Owners and Occupants, and any director, officer, constituent partner, member, shareholder, agent, or employee of any the foregoing, all claims arising from any loss, damage, or liability to the extent that (i) such claims are covered by any insurance policy maintained by any Owner or Occupant pursuant to this Declaration or any applicable Sub-Association Declaration and (ii) such waiver either (x) is expressly contemplated by such policy (including any policy providing for a waiver of the insurer's subrogation rights) or (y) does not invalidate the applicable policy or any coverages provided thereby. It is the express intention of this provision that, where possible, the Owners desire to allocate the risks of loss or liability to the insurers under the insurance policies provided for herein, and accordingly the foregoing waivers should be liberally construed and applied.

10.19 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

[Signature on next page]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 12 day of October, 2022.

DECLARANT:

Witnesses:

C4 Exchange Land Co., LLC,
a North Carolina limited liability company

By: _____
Name: Timothy Sittema
Title: Authorized Signatory

STATE OF NORTH CAROLINA)
)
COUNTY OF IREDELL)

The foregoing instrument was acknowledged before me this 18th day of October, 2022, by Timothy Sittema, as an authorized signatory of C4 Exchange Land Co., LLC, for and on behalf of the company.

_____
Notary Public, State of North Carolina
Print Name: Sarah M. Beason
My Commission Expires: Dec. 2, 2024

(Notarial Seal)

SARAH M. BEASON NOTARY PUBLIC IREDELL COUNTY, NC

EXHIBIT A

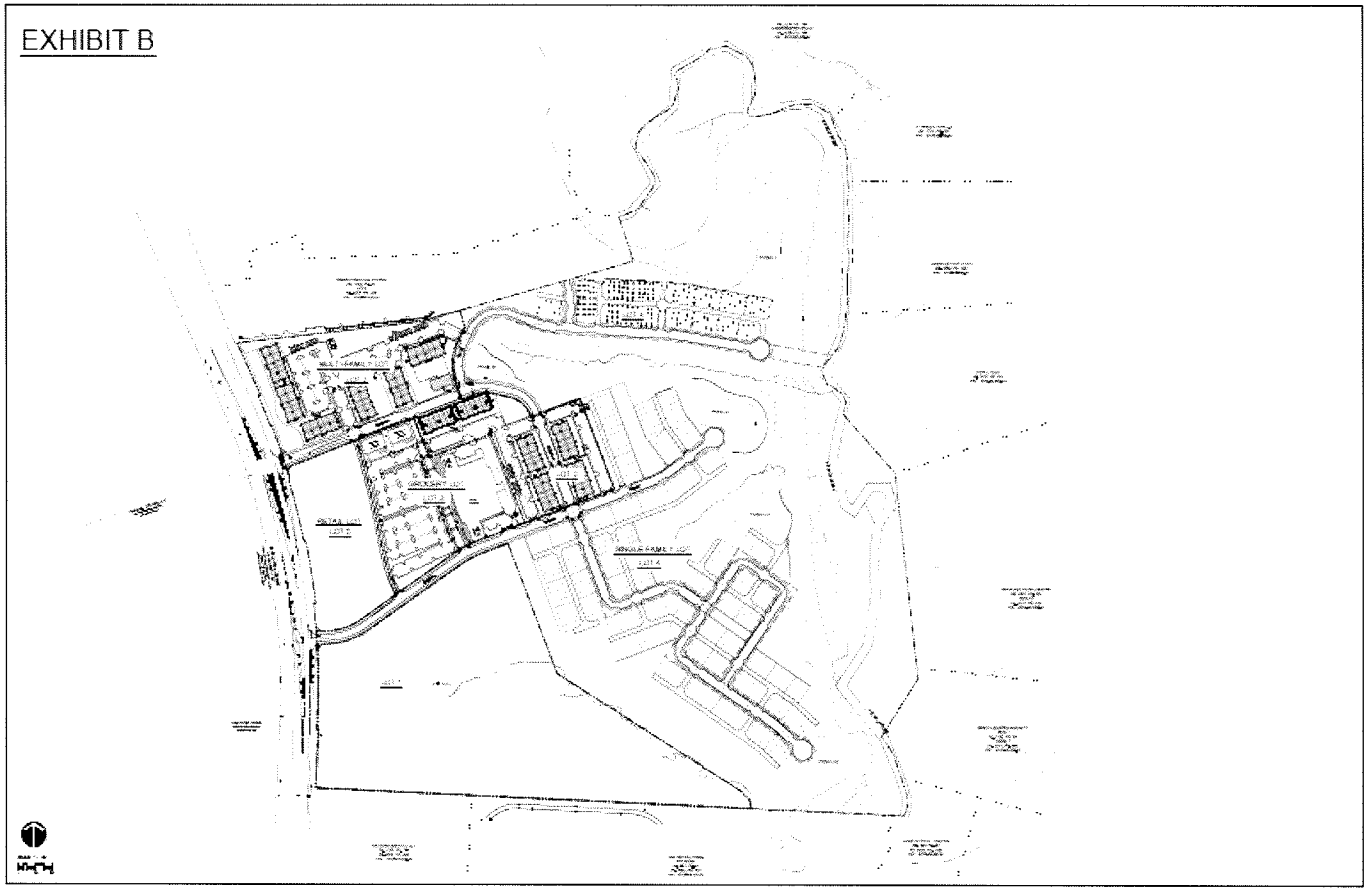
Property Legal Description

Those certain parcels or tracts of land situated, lying and being in the Village of Indian Land, Township of Indian Land, County of Lancaster, State of South Carolina and being more particularly described as follows:

Lots 1 through 5 created by that certain plat of subdivision entitled "Minor Subdivision The Exchange at Indian Land, Map 1" dated March 24, 2022, and recorded in the Lancaster County, South Carolina Register of Deeds at ~~Deed~~ Record Book 2022, Page 468.

EXHIBIT B

Site Plan



INDIAN LAND EXCHANGE • INDIAN LAND, SC • OVERALL SITE PLAN

LandDesign.

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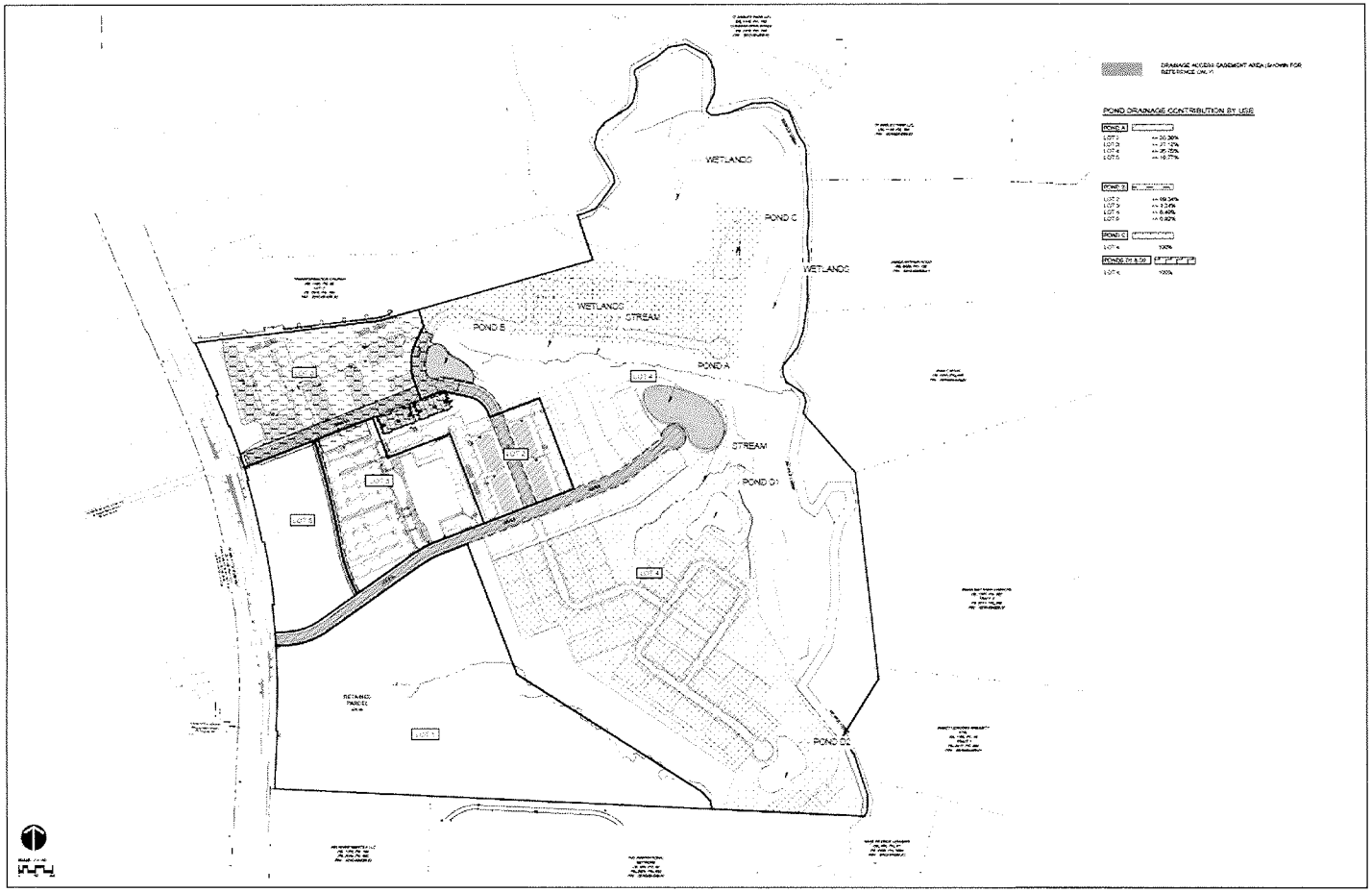
EXHIBIT C

Detention Easement Areas



INDIAN LAND EXCHANGE • INDIAN LAND, SC • DETENTION EASEMENT AREAS
PN1020011 | 9.15.2022 | C4 EXCHANGE INDIAN LAND, LLC

LandDesign.

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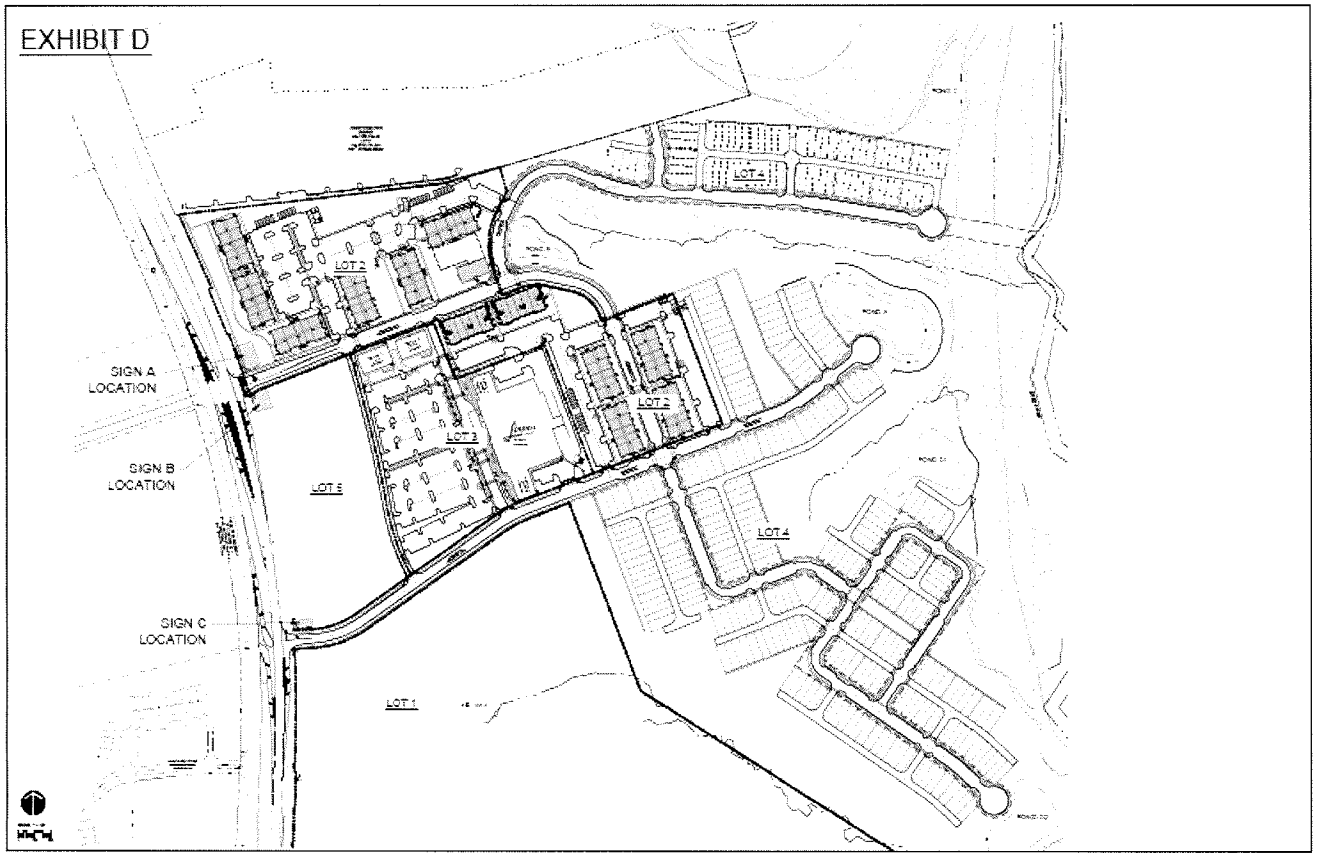
EXHIBIT D

Signage Exhibit

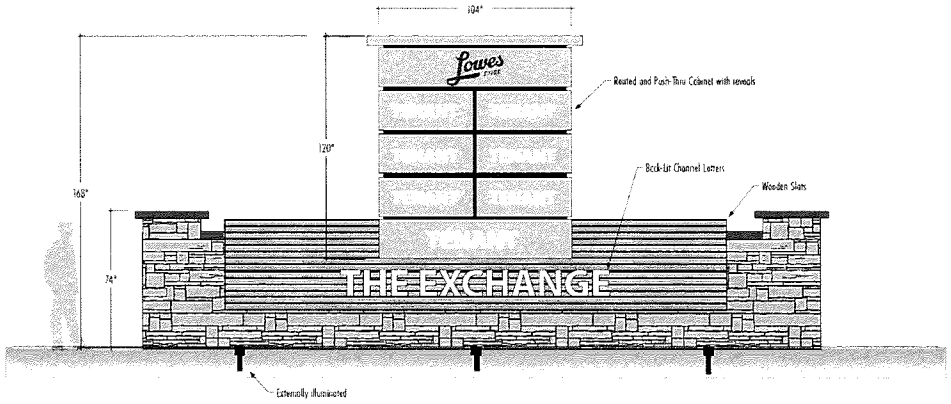


INDIAN LAND EXCHANGE • INDIAN LAND, SC • SIGNAGE EXHIBIT

LandDesign.

EXHIBIT D-1

Sample Pylon Sign



Book 1599 Page 97

EXHIBIT E

Common Landscaping Area Depiction

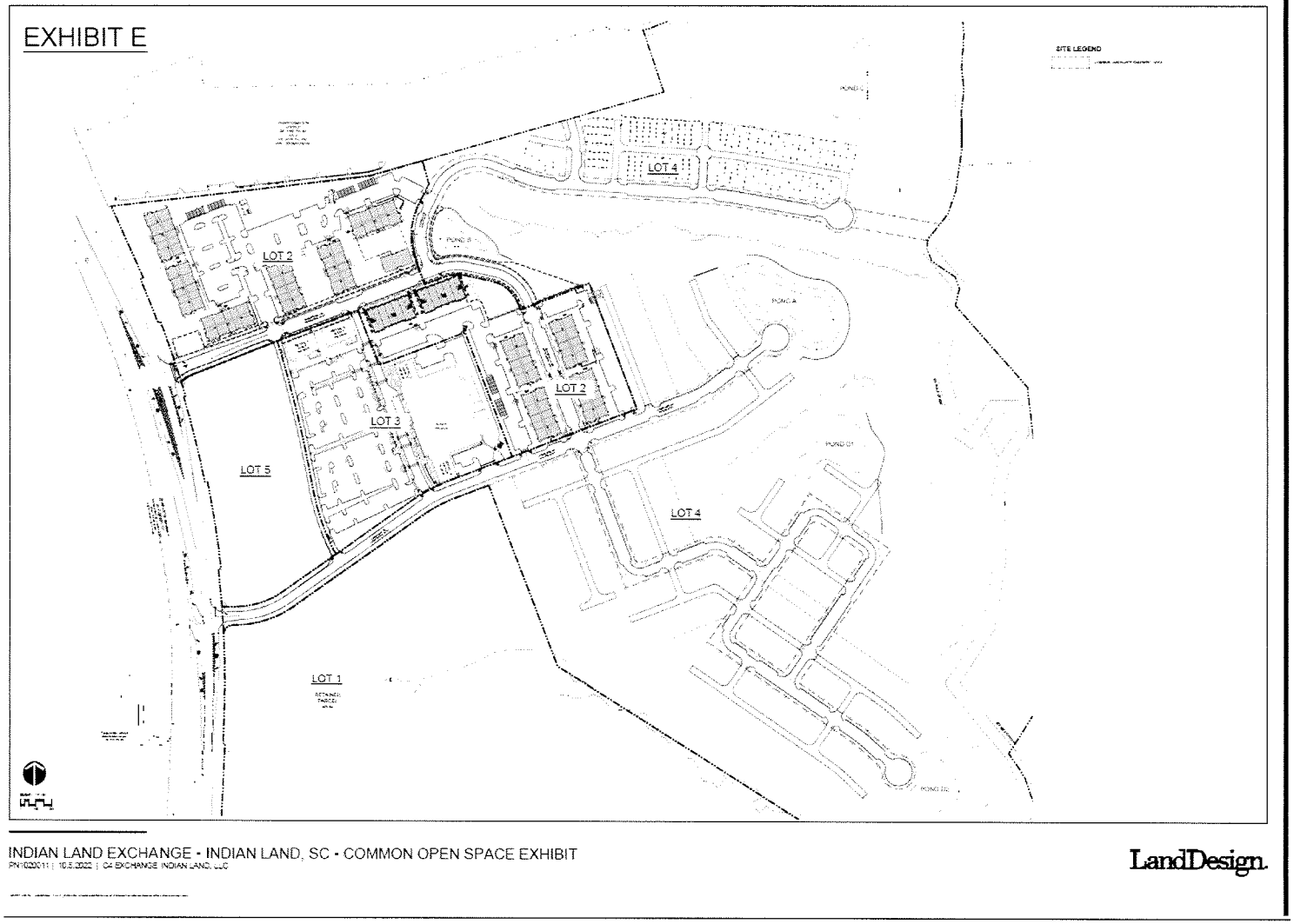


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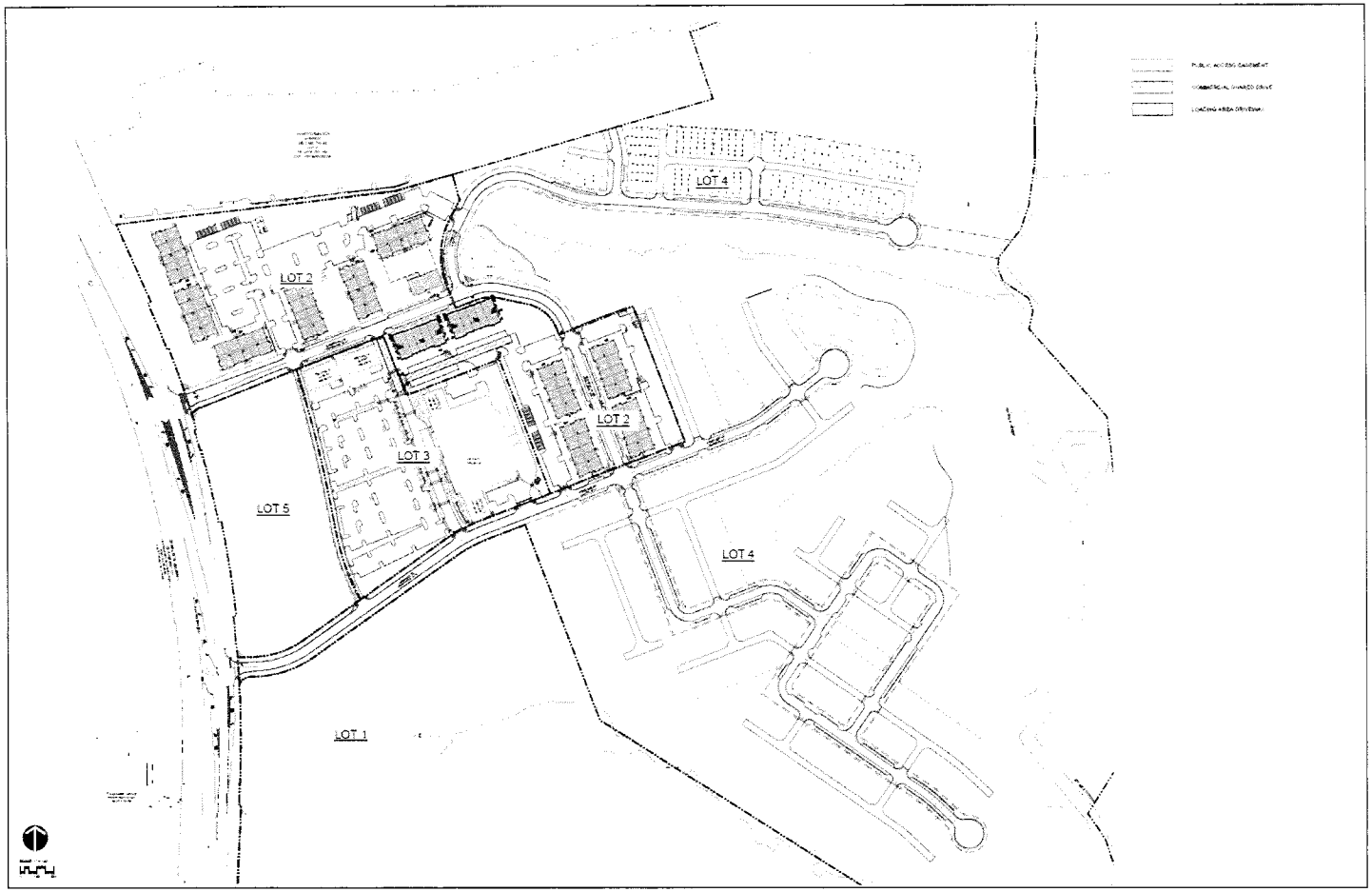
EXHIBIT F

Cross Access Easements



INDIAN LAND EXCHANGE • INDIAN LAND, SC • CROSS ACCESS EASEMENTS

LandDesign.

Book 1599 Page 99

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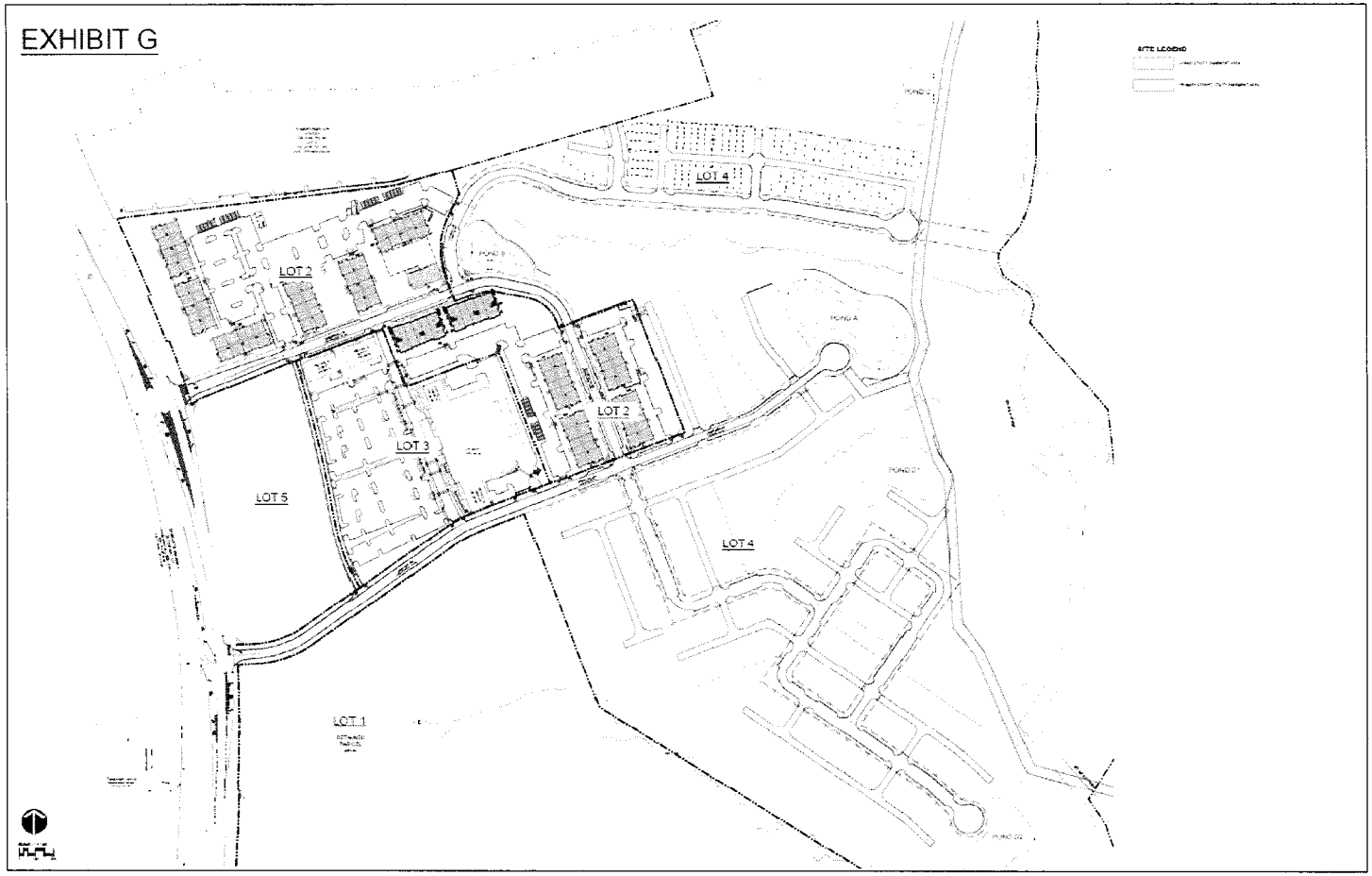
EXHIBIT G

Utility Easement Area



Book 1599 Page 100

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EXHIBIT H

Grocery Restriction

Use Restrictions. No portion of the Property shall be leased or used for the following uses: (a) a movie theater (except that same shall be permitted on Lot 1), (b) a cocktail lounge, tavern, bar, wine bar and/or brewery (except that the sale of beer, wine and/or liquor for on or off-premises consumption by a grocery store constructed on the Grocery Lot shall be permitted, and a bar in conjunction with a restaurant is allowed), (c) a health club or spa with leased space of more than five thousand (5,000) square feet (except with the prior written consent of the Grocery Lot Owner, which may be withheld in such Owner's sole discretion, and except that same shall be permitted on Lot 1), (d) a night club or discotheque, (e) any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction), (f) any dumping, disposing, incineration, or reduction of garbage (exclusive of dumpsters), (g) an auction house operation or flea market, (h) any automobile, truck, trailer, or R.V. sales, leasing, display, or repair; provided, however, an auto parts sales location is allowed, as is a quick-service automotive repair shop, such as an oil-change center, as is a tire sales shop, such as Firestone or Goodyear, (i) any skating rink, bowling alley, bingo parlor, or other place whose primary business is recreation or amusement, (j) any animal raising facilities, veterinary clinics, facilities providing animal daycare or boarding or pet shops; provided, however that a veterinary clinic, such as a Banfield Pet Hospital, is allowed, but only on the southernmost parcel created within the Retail Lot, (k) a mortuary or funeral parlor, (l) any establishment renting, selling, or exhibiting pornographic materials, (m) school or training facilities; provided, however, tutoring facility, school of dance, children's play centers and day care centers are allowed, and except that same shall be permitted on any Commercial Lot, (n) a manufacturing or warehouse facility (except that same shall be permitted on Lot 1), (o) a nursing home, or (p) any church (except that same shall be permitted on Lot 1). The foregoing shall not apply to first-class amenities which may be located in an apartment or other residential community on a Residential Lot, such as a fitness center.

Grocery Exclusive. For so long as the Grocery Lot Owner or one or more of its tenants, affiliates, successors and/or assigns, including, without limitation, such Owner's successors in interest to title, or such Owner's tenants' subtenants, successors and/or assigns are operating a grocery store on the Grocery Lot (other than temporary closures due to force majeure, casualty, condemnation and bona fide remodeling), all owners, tenants and other occupants of any of the Property shall not sell, convey, lease, rent, operate, use, occupy, or suffer or permit to be occupied, any part of the Project for the operation of a Prohibited Grocery Use. As used herein, the term "**Prohibited Grocery Use**" means any one or more of the following: (i) a food store or a food department, including, without limitation, a so-called "grocery store" or "supermarket" and any Deli Store (defined below), and (ii) the sale of any Grocery Items (defined below) for off-premises consumption. As used herein, the term "Grocery Items" shall collectively refer to produce, fresh meat, dairy products, wine, beer, and bakery products. As used herein, the term "Deli Store" means any deli sandwich shop (*e.g.*, Jimmy John's or Jersey Mike's) or deli store, except that (i) one (1) sandwich/sub shop outside of the Grocery Lot shall be permitted and (ii) any Deli Store located within a Permitted Retail User's (defined below) store (*e.g.*, a Subway within a Target) on

Lot 1 shall be deemed acceptable. The "**Prohibited Grocery Use**" shall not include the sale of Grocery Items as an incidental part to any particular operator's principal business, so long as the total number of square feet devoted by such operator to the display for sale of Grocery Items does not, in the aggregate, exceed five percent (5%) of the total number of square feet of building area leased or occupied by such operator in the Project, or 500 square feet (including, in either such case, one-half (1/2) of the aisle space adjacent to any display area), whichever is smaller. No owner, tenant or occupant of the Retail Lot or Lot 1 shall sell, convey, lease, rent, operate, use, occupy, or suffer or permit to be occupied, any part of such Lot for lockers used for retail pick-up and/or drop off (such as Amazon lockers) for grocery deliveries; provided, however, that the restriction in this sentence shall not apply to (a) Permitted Retail Users (*e.g.*, Permitted Retail Users may have lockers on Lot 1 for grocery items sold in their premises, and Permitted Retail Users may have lockers on Lot 1 for non-grocery items whether such items are sold in their premises) or (b) Uber Eats, Door Dash or similar delivery services.

Notwithstanding the foregoing to the contrary, nothing herein shall prevent (i) restaurants, (ii) coffee concepts (such as Starbucks), (iii) convenience stores (such as 7-Eleven), so long as no more than 3,000 square feet of building area (including one-half (1/2) of the aisle space adjacent to any display area) is devoted to the display for sale of Grocery Items, or (iv) first-class amenities which may be located in an apartment or other residential community on a Residential Lot.

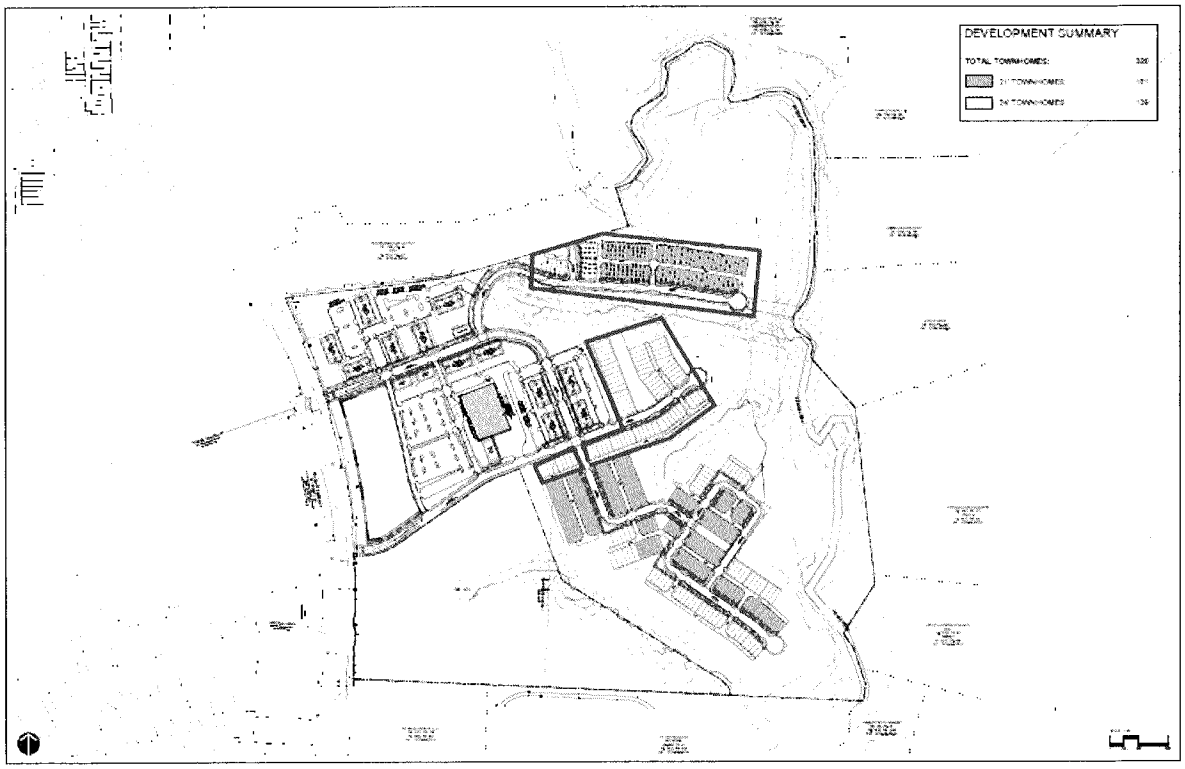
Further, nothing herein shall prevent a Target, Costco, Sam's Club or BJ's (a "**Permitted Retail User**") from operating on Lot 1 only, provided such Permitted Retail User is occupying more than 25,000 square feet and is not operating exclusively as a grocery store. A Permitted Retail User shall remain a Permitted Retail User if such Permitted Retail User changes its trade name from time to time, or if such Permitted Retail User is sold and there is a change in the Permitted Retail User's trade name as a result of such transaction (provided such subsequent Permitted Retail User is occupying more than 25,000 square feet and such subsequent Permitted Retail User is not operating exclusively as a grocery store, as set forth above).

EXHIBIT I

Single Family Rental Restriction

The units on the Single-Family Lot outlined below on may be developed or operated for rent or for sale.

Otherwise, no portion of the Single-Family Lot shall be developed or operated exclusively or primarily as a for rent community. For avoidance of any doubt, the foregoing shall not prohibit individual homeowners from renting their homes to third parties or prohibit Single-Family Developer from entering into customary sale and leaseback arrangements for model homes. Rather, it shall just prohibit primarily leasing, rather than selling, of homes.

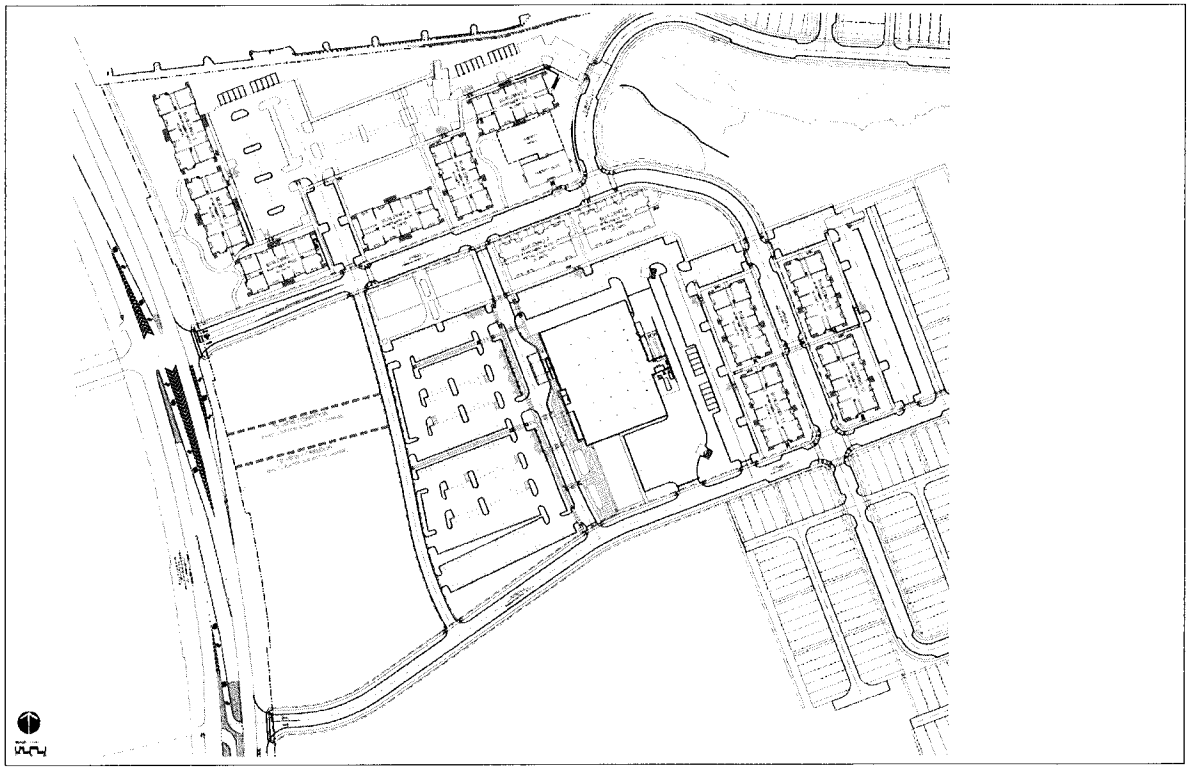


THE EXCHANGE AT INDIAN LAND • INDIAN LAND, SC • SITE PLAN

LandDesign

EXHIBIT J

View Corridor



INDIAN LAND EXCHANGE • INDIAN LAND, SC • VIEW CORRIDOR EXHIBIT

LandDesign.

Agenda Item Summary

Ordinance # / Resolution #: SD-2022-1205 Riverchase Sec 3
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 5/16/2023

Issue for Consideration:
To approve, approve with conditions, or deny the proposed plat.

Points to Consider:
Full TIA is attached to May 4, 2023 Workshop Agenda. A summary document is attached to this agenda.

Recommendation:
Staff recommends **approval** of this Major Preliminary Subdivision Plat subject to the following conditions (to be resolved within 60 days of the Planning Commission meeting):

1. Resolution of Preliminary Plat specific outstanding TRC comments (Planning, Engineering, and Fire);
2. The submission of a modified development schedule and narrative of explanation and justification as required by section 1.07 of Ordinance # 892 to be distributed to County Council for review.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/10/2023	Planning Staff Report
Application	4/28/2023	Exhibit
Location Map	4/28/2023	Exhibit
Proposed Plat	4/28/2023	Exhibit
TIA Summary	5/10/2023	Exhibit
Riverchase DA	5/10/2023	Exhibit
TRC Comments	5/10/2023	Exhibit

PROPOSAL: Major Preliminary Plat for Section 3 of Riverchase Development: Approximately 806.12 acres consisting of 251 single-family lots

PROPERTY LOCATION: **A**long Riverside Road north of the intersection with Cobblestone way (p/o TM # 0030-00-002.00)

DEVELOPMENT STANDARDS:

- **Zoning:** R-30
- **Development Agreement:** Ordinance #892 (Adopted July 7, 2008; 20 year term)

APPLICANT: Riverchase Estates Partners LLC
Jeff Webb, LGI Homes Inc.
David Gates, R. Joe Harris & Assoc.

COUNTY COUNCIL DISTRICT: District 1, Terry Graham

NOTICE: Published hearing notice The Lancaster News 4/29/2023
Posted signs 4/27/2023
Mailed notices 4/28/2023
Agenda published 5/09/2023 and posted in Lobby

OVERVIEW & BACKGROUND:

Site Information & Existing Condition
The properties are currently vacant. This area was included in the Development Agreement and associated Master Plan for Riverchase which was approved by Lancaster County Council on July 7, 2008. The Development Agreement has a term of 20 years.

Summary of Surrounding Zoning and Uses

Surrounding Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RN; unzoned	Residential/vacant; River Buffer
South	Lancaster County	LDR	Residential neighborhood (Riverchase Sec. 1)
East	Lancaster County	RN	Some Residential; mostly vacant/agricultural
West	Catawba River; York County	Unzoned	River Buffer

Guiding Development Standards

The proposed development is currently zoned Low Density Residential (LDR). However, pursuant to Ord. 892, this site is to be developed under the R-30 zoning standards and other development standards which were in place at the time of the adoption of the aforementioned development agreement.

Consistency with Existing Development Agreement (Ord. 892):

Units: This proposed plat includes 251 lots. Phase 1 which is under construction included 375 lots. Should this plat be approved the total unit count would reach 626. Under Section 1.06 a maximum of 1,250 units were approved if Septic systems were used, or up to 1,939 units if sewer systems were used. As proposed these sites would be served by septic but the unit count (626 units) is still well under the maximum allowed (1,250 units).

Development Schedule: Section 1.07 requires a development schedule to accompany the development agreement. The current development schedule on file is included as Exhibit C of Ord. 892. This development schedule is extremely outdated.

Rooftop Fee: Pursuant to section 4.02, the Developer (or lot owner) agrees to pay the county $4,900 as a building fee for each residential dwelling unit. Having commenced on January 1, 2009 and each January 1st after, the dollar amount increases by the greater of either 3% or the Consumer Price Index; not to exceed $9,000. The fee is currently $8,007.62 per lot.

Fire Station: Pursuant to section 4.05, prior to the issuance of the 250th Certificate of Occupancy the developer must transfer 5.077 acres of land along Riverside Road to Lancaster County to be developed as a fire station. The developer must also provide a significant lump sum payment to contribute to the design and construction of said fire station. As of April 20th, 2023; 132 Certificates of Occupancy have been issued.

Development Standards: A complete list of conditions and exceptions specific to this project are included as "Exhibit B" of Ord. 892. Outside of those conditions the plan review is subject to the UDO which was in place on July 7, 2008. A few regulations pertaining to site design and requirements are listed below.

- Minimum Lot Width: 100' at front setback
- Front Setback: 40'
- Rear Setback" 25'
- Developer was granted significant flexibility in road design so long as ROW width, pavement width, and centerline curve radii described in Exhibit B, Condition 7 are met.
- Sidewalks are not required;
- Developers may not develop within the Flood plain;
- No residential dwelling may be less than 2,400 sq. ft. in size;
- Additional landscaping (street trees, decorative bushes, etc.) are not required.

School District Input:
The Lancaster County School District (LCSD) has recommended approval of this request and issued no further comments.

DEVELOPMENT SUMMARY:

Development Summary	
Site Acreage	806.12 acres
Proposed Lots	251
Project Overview	Single Family Residential Subdivision
Open Space	80.4 acres required; 472.9 acres proposed
Internal Streets	Will be privately maintained.

Traffic Impact Analysis (TIA)

The TIA provided assesses the impact of not only this phase but also phase 2 which will likely be submitted for review in the coming months. The overall development is expected to generate 502 AM peak hour trips (131 in and 371 out) and 713 PM peak hour trips (449 in and 264 out). It would generate 6,945 daily (24-hour) trips.

Exact improvements are still to be determined; current improvements include the following:

Rock Hill Highway (SC 5) and Riverside Road/W Rebound Road

- Cost sharing with the planned Catawba COG intersection and Nisbet development projects towards the following improvements:
- Construction of an eastbound left-turn lane with 150 feet of storage.
- Construction of a westbound left-turn lane with 150 feet of storage.
- Installation of a traffic signal if/when warrants are met.

Riverside Road and Access 1

- Construction of Access 1 to include a single ingress lane, a single egress lane, and a 90-
- foot internal protected stem (IPS) with stop control.
- Construction of a northbound left-turn lane along Riverside Road with 150 feet of storage.
- Construction of a southbound right-turn lane along Riverside Road with 100 feet of storage.

Infrastructure
Water and Sewer (LCWSD)*:* Issued no comments on this plan. The site will be served by public water via LCWSD; and septic tanks the permits for which are issued by SCDHEC on a lot-by-lot basis as development occurs.

PHOTOS OF THE PROJECT AREA:

STAFF RECOMMENDATION:

Staff recommends **approval** of this Major Preliminary Subdivision Plat subject to the following conditions (to be resolved within 60 days of the Planning Commission meeting):

1. Resolution of Preliminary Plat specific outstanding TRC comments (Planning, Engineering, and Fire);
2. The submission of a modified development schedule and narrative of explanation and justification as required by section 1.07 of Ordinance # 892 to be distributed to County Council for review.

If these conditions are not met the proposed plat must come back before Planning Commission.

ATTACHMENTS:

1. Preliminary Plat Application
2. Location Map/ Zoning Map
3. Preliminary Plat
4. Submission Cover Letter (R. Joe Harris)
5. TIA summary
6. Development Agreement (Ord. 892)
7. TRC/Evolve Comments

STAFF CONTACT:

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

PROJECT INFORMATION

Project Address/Location: 3750 Riverside Rd, Lancaster, SC 29720

Tax Map ID/Parcel No.: 0030-00-002.00

Project Description: 251 Single Family Residential Lots

Applicant Name: Riverchase Estates Partners, LLC

Address: 1450 Lake Robbins Drive Ste 430, The Woodlands, TX 77380

Phone: (803) 286-0060 Email: jeff.webb@lgihomes.com

Property Owner Name: Riverchase Estates Partners, LLC

Address: 1450 Lake Robbins Drive Ste 430, The Woodlands, TX 77380

Phone: (803) 286-0060 Email: jeff.webb@lgihomes.com

Other Project Contacts

Name: R. Joe Harris & Associates, Inc

Address: 1186 Stonecrest Blvd., Tega Cay, SC 29708

Phone: (803) 802-1799 Email: dgates@rjoeharris.com

Name: Melissa Burklin

Address: 3037 Sherman Drive, Lancaster SC 29720

Phone: 704-634-0644 Email: melissa.burklin@lgihomes.com

Applicant Signature: Jeff Webb Date: 3-28-23

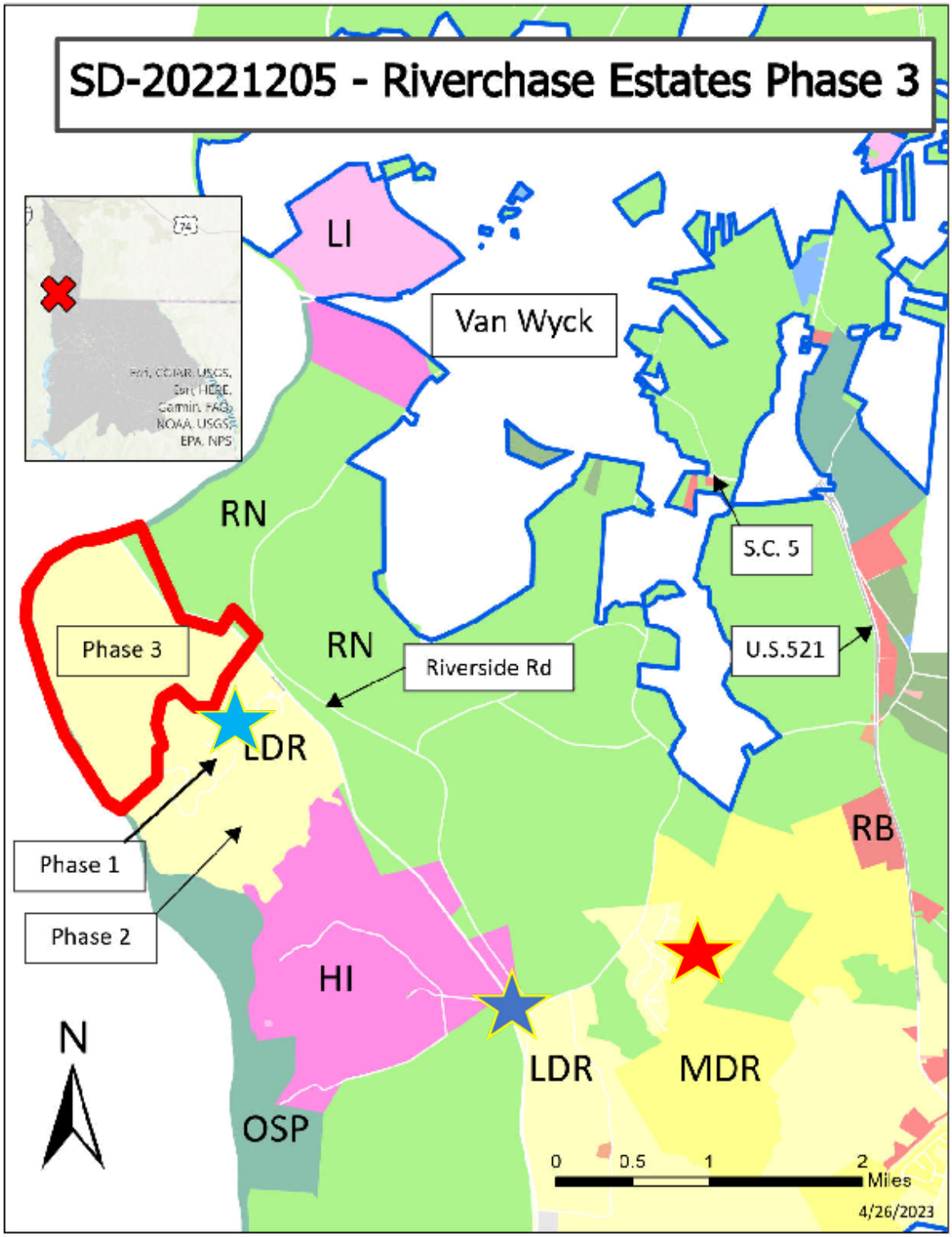
Owner Signature: Jeff Webb - Authorized Officer Date: 3-28-23

Owner Signature: _____ Date: _____

(For additional owners, attach copies of this page with required signatures)

PRELIMINARY PLAT CHECKLIST

The following identifies information required on Preliminary Plat drawings; however, this checklist should not be used as a substitute to reviewing the UDO.



Lancaster County
South Carolina

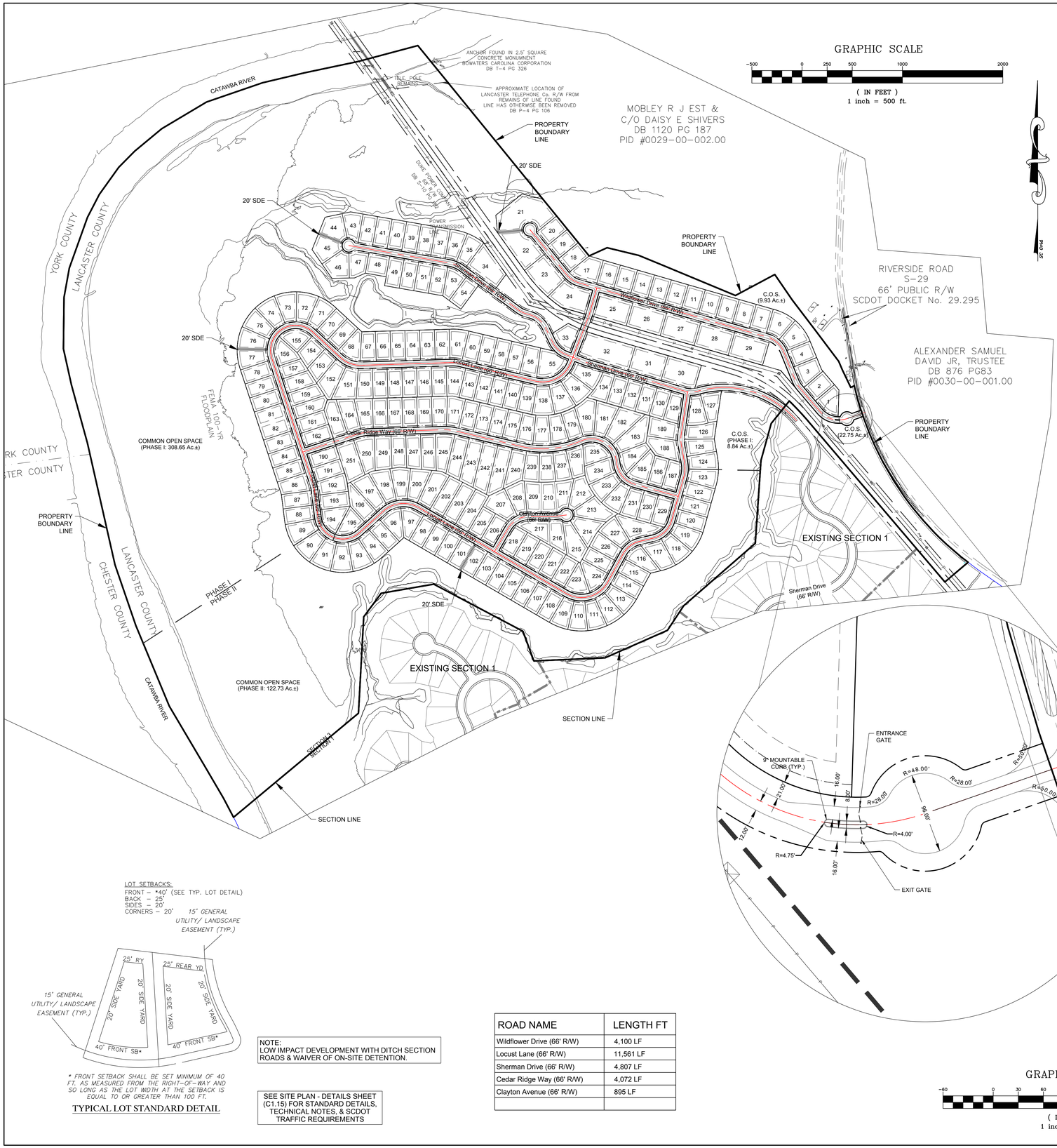
Proposal:
Preliminary Plat: 251 lots

Subject Property

Intersection Riverside & Old Hickory

Roselyn Development

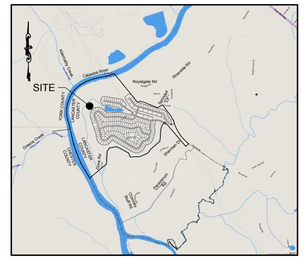
Riverchase Section 1



SITE TOPOGRAPHY PROVIDED FROM LANCASTER COUNTY AERIAL TOPOGRAPHY.

BOUNDARY INFORMATION PROVIDED BY STANTEC CONSULTING SERVICES, INC. ALTA SURVEY AND BOUNDARY INFORMATION RECEIVED FROM STANTEC AND DATED 03-29-2007.

HORIZONTAL DATUM TIED TO NAD 83 AND VERTICAL DATUM BASED ON NAVD 88. CONTACT R. JOE HARRIS & ASSOCIATES, INC. FOR BENCHMARKS AND CONTROL INFORMATION.


SITE
Catawba River
Riverside Rd
Riverside Rd
Riverside Rd

PROPERTY BOUNDARY LINE

RUINS

OPEN SPACE
9.93 Ac.±

UTILITY EASEMENT

PROPERTY BOUNDARY LINE

Wildflower Drive (66' R/W)

Sherman Drive (66' R/W)

DUKE POWER COMPANY
68' R/W
DB S-10 PG 182

LANCASTER AND CHESTER RAILWAY COMPANY
100' R/W
DB 200 PG 205
FORMERLY CC&C RR
DB F-2 PG 110

RAILROAD TRACKS

OPEN SPACE
8.84 Ac.±

OPEN SPACE
22.75 Ac.±

POWER TRANSMISSION LINE

ENTRANCE GATE

EXIT GATE

6" MOUNTABLE CURB (TYP.)

SECTION 3

SECTION 1

SECTION LINE

WETLANDS BUFFER

EXISTING WETLANDS

MAP KEY

GRAPHIC SCALE
-60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

197

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS — Know what's below. Call before you dig. 811

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799
www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: SOUTH CAROLINA — R. JOE HARRIS & ASSOCIATES, INC. No. C02262 — CERTIFICATE OF AUTHORIZATION

Engineer's Seal: SOUTH CAROLINA — LICENSED PROFESSIONAL ENGINEER — No. 29007 — CHRISTOPHER R. BRIDGES — 03.31.23

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client:
LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:
Riverchase Section 3
Preliminary Plat

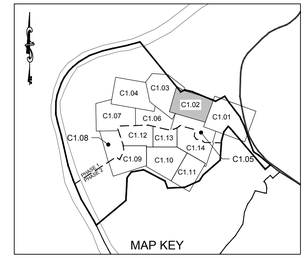
Drawing Title:
Site Plan - 1

Project No.	Drawing No.
4967	C1.01
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



PROPERTY BOUNDARY LINE

OPEN SPACE
9.93 Ac.±

UTILITY EASEMENT

Wildflower Drive (66' R/W)

Locust Lane (66' R/W)

Sherman Drive (66' R/W)

POWER TRANSMISSION LINE

DUKE POWER COMPANY
68' R/W
DB S-10 PG 182

LANCASTER AND CHESTER
RAILWAY COMPANY
100' R/W
DB 200 PG 205
FORMERLY CC&C RR
DB F-2 PG 110

RAILROAD TRACKS

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS PALMETTO UTILITY PROTECTION SERVICE, INC. 811 Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning
Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

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Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 2

Project No.	Drawing No.
4967	C1.02
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

PROPERTY BOUNDARY LINE

EXISTING WETLANDS

OPEN SPACE
308.65 Ac.±

WETLANDS BUFFER

20' SDE

RAILROAD TRACKS

APPROX.

POWER TRANSMISSION LINE

LANCASTER AND CHESTER RAILWAY COMPANY
100' R/W
DB 200 PG 205
FORMERLY CC&C RR
DB F-2 PG 110

DUKE POWER COMPANY
66' R/W
DB S-10 PG 182

Wildflower Drive (66' R/W)

Locust Lane (66' R/W)

UTILITY EASEMENT

EXISTING WETLANDS

WETLANDS BUFFER

MAP KEY

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

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Engineer's Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 29007 — CHRISTOPHER R. BRIDGES

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

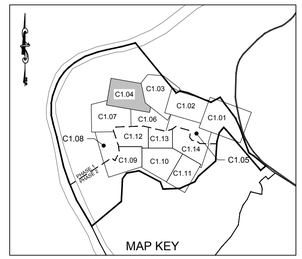
Site Plan - 3

Project No.	Drawing No.
4967	C1.03
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



MAP KEY

POWER TRANSMISSION LINE

Sherman Drive (66' R/W)

66.00'

20' SDE

UTILITY EASEMENT

15.00'

EXISTING WETLANDS

WETLANDS BUFFER

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS PALMETTO UTILITY PROTECTION SERVICE, INC. 811 Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal

SOUTH CAROLINA R. JOE HARRIS & ASSOCIATES, INC. No. C02262 CERTIFICATE OF AUTHORIZATION

Engineer's Seal

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER CHRISTOPHER R. BRIDGES No. 29007

03/31/23

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/3/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 4

Project No.	Drawing No.
4967	C1.04
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

POWER TRANSMISSION LINE

DUKE POWER COMPANY
68' R/W
DB S-10 PG 182

LANCASTER AND CHESTER
RAILWAY COMPANY
100' R/W
DB 200 PG 205
FORMERLY CC&C RR
DB F-2 PG 110

RAILROAD TRACKS

UTILITY EASEMENT

Locust Lane (66' R/W)

Sherman Drive (66' R/W)

OPEN SPACE
8.84 Ac.±

MAP KEY

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS — SOUTH CAROLINA UTILITY PROTECTION SERVICE, INC.
811 Know what's below. Call before you dig.

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RJH

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

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Corporate Seal: SOUTH CAROLINA — R. JOE HARRIS & ASSOCIATES, INC. No. C02262 — CERTIFICATE OF AUTHORIZATION

Engineer's Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 29007 — CHRISTOPHER R. BRIDGES — 03.31.23

Project Manager	Drawn
Daniel Gates	Dylan Guffey
Department Manager	Checked
Brandon Pridemore	Daniel Gates
Print/Plot Date	
3/31/2023	
Asbuilt Drawn	Asbuilt Date
-	-

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 5

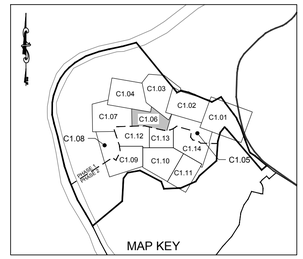
Project No.	Drawing No.
4967	C1.05
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

MAP KEY



EXISTING WETLANDS

WETLANDS BUFFER

Sherman Drive (66' R/W) (66' R/W)

Locust Lane (66' R/W)

UTILITY EASEMENT

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS 811 Know what's below. Call before you dig.

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Corporate Seal

SOUTH CAROLINA
R. JOE HARRIS & ASSOCIATES, INC.
No. C02262
CERTIFICATE OF AUTHORIZATION

Engineer's Seal

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 29007
CHRISTOPHER R. BRIDGES
03.31.23

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 6

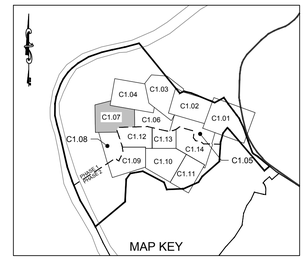
Project No.	Drawing No.
4967	C1.06
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

36' Grid



OPEN SPACE
308.65 Ac.±

20' SIDE

EXISTING WETLANDS

WETLANDS BUFFER

UTILITY EASEMENT

Locust Lane (66' R/W)

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS PROTECTING UTILITY PROFESSIONALS SINCE 1974

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Engineer:

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SOUTH CAROLINA
R. JOE HARRIS & ASSOCIATES, INC.
No. C02262
CERTIFICATE OF AUTHORIZATION

Engineer's Seal

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 29007
CHRISTOPHER R. BRIDGES
03.31.23

Project Manager	Drawn
Daniel Gates	Dylan Guffey
Department Manager	**Checked**
Brandon Pridemore	Daniel Gates
Print/Plot Date	
3/31/2023	
Asbuilt Drawn	**Asbuilt Date**
-	-

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

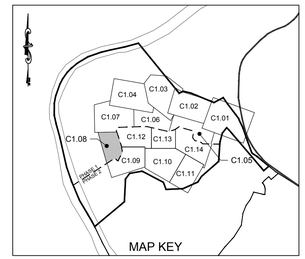
Site Plan - 7

Project No.	Drawing No.
4967	C1.07
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS Know what's below. Call before you dig. 811

Engineer:

RJH

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SOUTH CAROLINA
R. JOE HARRIS & ASSOCIATES, INC.
No. C02262
CERTIFICATE OF AUTHORIZATION
03/31/23

Engineer's Seal

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 29007
CHRISTOPHER R. BRIDGES

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3 Preliminary Plat

Drawing Title:

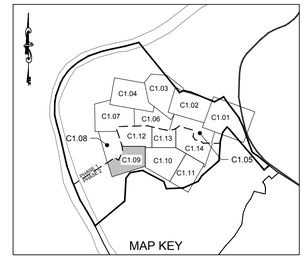
Site Plan - 8

Project No.	Drawing No.
4967	C1.08
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



PHASE I
PHASE II

UTILITY EASEMENT

Locust Lane (66' R/W)

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

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Engineer:

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Corporate Seal

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R. JOE HARRIS & ASSOCIATES, INC.
No. C02262
CERTIFICATE OF AUTHORIZATION

Engineer's Seal

SOUTH CAROLINA
LICENSED PROFESSIONAL ENGINEER
No. 29007
CHRISTOPHER R. BRIDGES
03.31.23

Project Manager	Drawn
Daniel Gates	Dylan Guffey
Department Manager	Checked
Brandon Pridemore	Daniel Gates
Print/Plot Date	
3/31/2023	
Asbuilt Drawn	Asbuilt Date
-	-

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

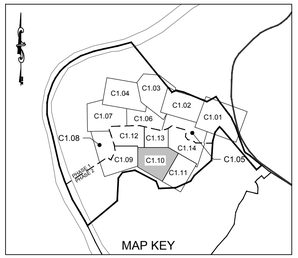
Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 9

Project No.	Drawing No.
4967	C1.09
DWG File Name: RiverChase Section 3_Site Overall	



GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

Clayton Avenue (66' R/W)

Locust Lane (66' R/W)

UTILITY EASEMENT

20' SDE

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

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Engineering • Land Surveying • Planning Management
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Corporate Seal: SOUTH CAROLINA — R. JOE HARRIS & ASSOCIATES, INC. No. C02262 — CERTIFICATE OF AUTHORIZATION

Engineer's Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 29007 — CHRISTOPHER R. BRIDGES — 03/31/23

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

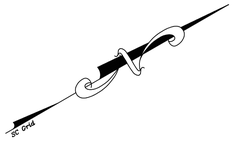
Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 10

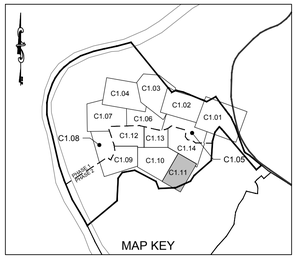
Project No.	Drawing No.
4967	C1.10
DWG File Name: RiverChase Section 3_Site Overall	



GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS PROTECTING UTILITY PROTECTION SERVICES SINCE 1974 — 811 Know what's below. Call before you dig.

Engineer:

RJH

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Corporate Seal

SOUTH CAROLINA
R. JOE HARRIS & ASSOCIATES, INC.
No. C02262
CERTIFICATE OF AUTHORIZATION

Engineer's Seal

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 29007
CHRISTOPHER R. BRIDGES
03/31/23

Project Manager	Drawn
Daniel Gates	Dylan Guffey
Department Manager	Checked
Brandon Pridemore	Daniel Gates
Print/Plot Date	
3/31/2023	
Asbuilt Drawn	Asbuilt Date
-	-

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

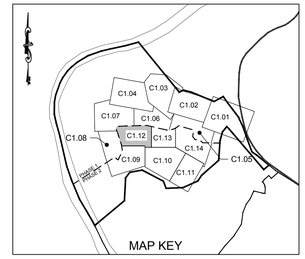
Site Plan - 11

Project No.	Drawing No.
4967	C1.11
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



PHASE I

PHASE II

Cedar Ridge Way (66' R/W)

UTILITY EASEMENT

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS SOUTH CAROLINA'S UTILITY PROTECTION SERVICE, INC. 811 Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

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Corporate Seal: SOUTH CAROLINA — R. JOE HARRIS & ASSOCIATES, INC. — No. C02262 — CERTIFICATE OF AUTHORIZATION

Engineer's Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 29007 — CHRISTOPHER R. BRIGGS — 03/31/23

Project Manager	Drawn
Daniel Gates	Dylan Guffey
Department Manager	Checked
Brandon Pridemore	Daniel Gates
Print/Plot Date	
3/31/2023	
Asbuilt Drawn	Asbuilt Date
-	-

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

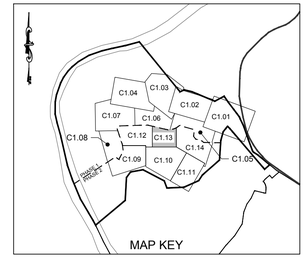
Site Plan - 12

Project No.	Drawing No.
4967	C1.12
DWG File Name: RiverChase Section 3_Site Overall	

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



PHASE I

PHASE II

UTILITY EASEMENT

Cedar Ridge Way (66' R/W)

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS PALMETTO UTILITY PROTECTION SERVICE, INC. 811 Know what's below. Call before you dig.

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

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Corporate Seal: SOUTH CAROLINA — R. JOE HARRIS & ASSOCIATES, INC. — No. C02262 — CERTIFICATE OF AUTHORIZATION

Engineer's Seal: SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 29007 — CHRISTOPHER R. BRIDGES — 03/31/23

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client:

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 13

Project No.	Drawing No.
4967	C1.13
DWG File Name: RiverChase Section 3_Site Overall	

PHASE II

PHASE I

GRAPHIC SCALE

-60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

MAP KEY

Cedar Ridge Way (66' R/W)

Locust Lane (66' R/W)

UTILITY EASEMENT

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

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Corporate Seal

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Engineer's Seal

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 29007 CHRISTOPHER R. BRIGGS

03/31/23

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

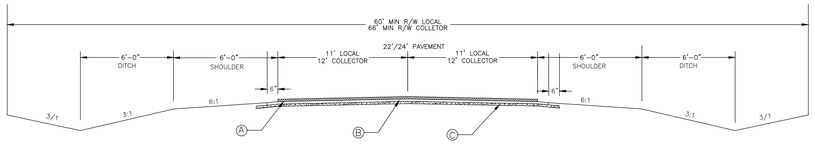
Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Site Plan - 14

Project No.	Drawing No.
4967	C1.14
DWG File Name: RiverChase Section 3_Site Overall	



RESIDENTIAL STREET STANDARDS

A) 1.0" TYPE C SURFACE COURSE
B) 2.0" TYPE C INTERMEDIATE COURSE
C) 8" ABC

CUL-DE-SAC

DEVELOPMENT STANDARDS & NOTES:

ZONING:
1. PROPERTY IS ZONED LOW DENSITY RESIDENTIAL (LDR) BUT IS BEING DEVELOPED AS R-30 PER THE DEVELOPMENT AGREEMENT.

ROADS:
1. ROADS TO BE BUILT ACCORDING TO APPROVED DEVELOPMENT AGREEMENT STANDARDS. ALL ROADS TO BE PRIVATELY MAINTAINED AND NOTED ON CONSTRUCTION PLANS, PLATS, ETC.
2. STREET SIGNS WILL BE PROVIDED BY THE DEVELOPER.

FIRE PROTECTION:
1. NO BURNING OF EXISTING STRUCTURES AND/OR VEGETATIVE DEBRIS ON SITE UNLESS PRIOR PERMISSION FROM SCDHEC AND SC FORESTRY COMMISSION.
2. WATERMAIN AND FIRE HYDRANT LOCATIONS HAVE NOT BEEN REVIEWED AND ARE SUBJECT TO SUBSEQUENT REVIEW/APPROVAL BY LANCASTER COUNTY FIRE MARSHAL AND LCWSD.
3. FIRE HYDRANTS SHALL BE LOCATED SO NO HOUSING UNIT OR OTHER STRUCTURE IS MORE THAN 500-FT FROM THE HYDRANT, AS THE LINE IS LAID.
4. DEVELOPMENT WILL LIKELY BE PHASED, EACH PHASE MUST BE STAND-ALONE AND MEET THE FIRE HYDRANT DISTANCE REQUIREMENT. IF A FIRE HYDRANT IN A SUBSEQUENT PHASE IS NECESSARY FOR ADEQUATE PROTECTION, IT MUST BE INSTALLED AS A PART OF THE CURRENT PHASE.
3. AT NO TIME CAN A ROADWAY GREATER THAN 150 FEET IN LENGTH NOT HAVE AN ADEQUATE TURNAROUND FOR EMERGENCY APPARATUS. IN THE PHASED CONSTRUCTION, TEMPORARY TURNAROUNDS MAY BE ACCEPTABLE AS LONG AS THEY ARE CONSTRUCTED TO PUBLIC WORKS DEPARTMENT'S STANDARDS AND APPROVED BY PUBLIC WORKS.
4. FIRE HYDRANTS MUST BE IN PLACE AND ACCESSIBLE PRIOR TO VERTICAL CONSTRUCTION AND MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
5. ACCESS TO THE SITE DURING CONSTRUCTION MUST BE ESTABLISHED AND MAINTAINED THROUGHOUT THE PROJECT FOR EMERGENCY SERVICES.
6. ANY FIRE HYDRANTS THAT ARE NOT PLACED AT INTERSECTING ROADS (MID-BLOCK) WILL REQUIRE A 26' WIDE ROADWAY SECTION (EXCLUSIVE OF CURBING) FOR 20' PRIOR TO AND 20' AFTER EACH MID-BLOCK HYDRANT.

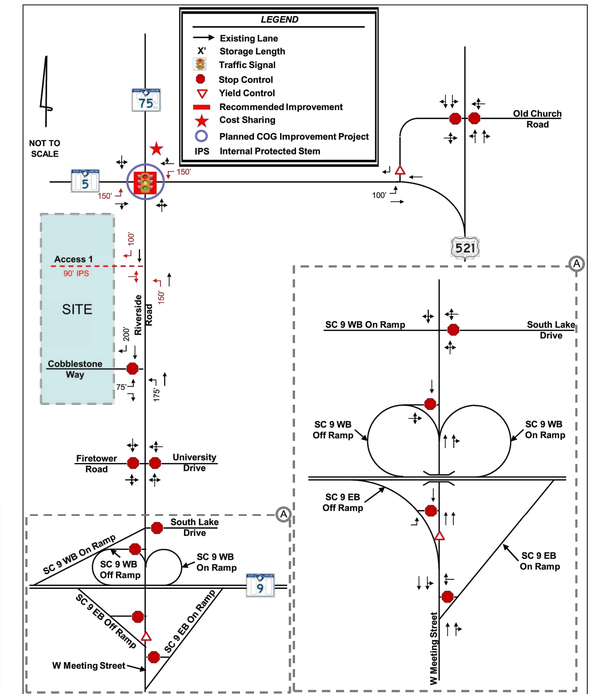
UTILITIES:
1. WATER SYSTEMS TO BE PLANNED, DESIGNED AND PERMITTED IN ACCORDANCE WITH LANCASTER COUNTY WATER & SEWER DISTRICT POLICIES SPECIFIED IN THE MOST CURRENT VERSION OF THE DEVELOPER POLICY.

FLOOD:
1. PORTIONS OF THE DEVELOPMENT SITE ARE LOCATED WITHIN FEMA SPECIAL HAZARD FLOOD AREAS (SHFA).
2. ON PRELIMINARY PLANS AND FINAL PLATS, FLOOD PROTECTION ELEVATIONS (FPE) SHALL BE STATED FOR LOTS THAT ARE LOCATED WITHIN THE REGULATED SFHA'S.
3. NO FILL SHALL BE PLACED WITHIN THE REGULATED FLOODWAYS.

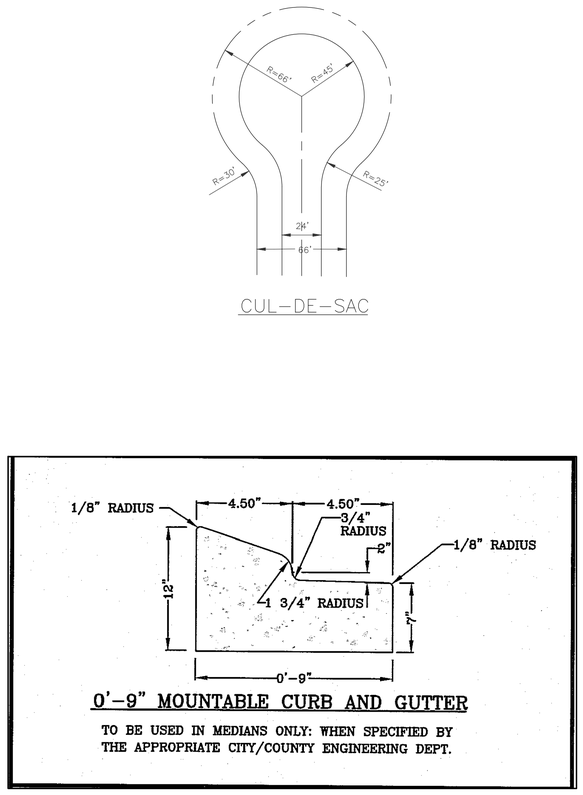
SCDOT TRAFFIC REQUIREMENTS

Rock Hill Highway (SC 5) and Riverside Road/W rebound Road
- Install a traffic signal if/when warrants are met.
- Construction of an eastbound left-turn lane with 150 feet of storage and appropriate taper.
- Construction of an westbound left-turn lane with 150 feet of storage and appropriate taper.

Riverside Road and Access 1
- Construction of Access 1 to include a single ingress lane, a single egress lane, and a 90-foot internal protected stem (IPS) with stop control.
- Construction of a northbound left-turn lane along Riverside Road with 150 of storage.
- Construction of a southbound right-turn lane along Riverside Road with 100 feet of storage.

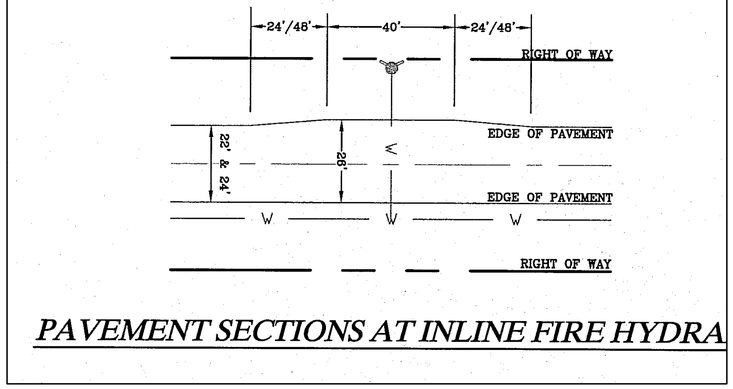


Kimley»Horn | Riverchase Estates Traffic Impact Analysis | Recommended Roadway Laneage | Figure 8.1



0'-9" MOUNTABLE CURB AND GUTTER

TO BE USED IN MEDIANS ONLY: WHEN SPECIFIED BY THE APPROPRIATE CITY/COUNTY ENGINEERING DEPT.



PAVEMENT SECTIONS AT INLINE FIRE HYDRA

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS Know what's below. Call before you dig. 811

Engineer:

R. Joe Harris & Associates, Inc.
Engineering • Land Surveying • Planning Management
1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799
www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal: SOUTH CAROLINA, R. JOE HARRIS & ASSOCIATES, INC. No. C02262, CERTIFICATE OF AUTHORIZATION
Engineer's Seal: SOUTH CAROLINA, REGISTERED PROFESSIONAL ENGINEER, No. 29007, CHRISTOPHER R. BRIDGES, 03/31/23

Project Manager: Daniel Gates	Drawn: Dylan Guffey
Department Manager: Brandon Pridemore	Checked: Daniel Gates
Print/Plot Date: 3/31/2023	
Asbuilt Drawn: -	Asbuilt Date: -

Client:
LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:
Riverchase Section 3
Preliminary Plat

Drawing Title:
Site Plan - Details

Project No.	Drawing No.
4967	C1.15
DWG File Name: RiverChase Section 3_Site Overall	

SITE TOPOGRAPHY PROVIDED FROM LANCASTER COUNTY AERIAL TOPOGRAPHY.

BOUNDARY INFORMATION PROVIDED BY STANTEC CONSULTING SERVICES, INC. ALTA SURVEY AND BOUNDARY INFORMATION RECEIVED FROM STANTEC AND DATED 03-29-2007.

HORIZONTAL DATUM TIED TO NAD 83 AND VERTICAL DATUM BASED ON NAVD 88. CONTACT R. JOE HARRIS & ASSOCIATES, INC. FOR BENCHMARKS AND CONTROL INFORMATION.

Catawba River
Riverside Rd
Riverside Rd
Riverside Rd

VICINITY MAP - 1" = 1 MILE

GRAPHIC SCALE

-250 0 125 250 500 1000

(IN FEET)
1 inch = 250 ft.

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS PALMETTO UTILITY PROTECTION SERVICE, LLC
811 Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

www.rjoeharris.com

This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal

SOUTH CAROLINA
R. JOE HARRIS & ASSOCIATES, INC.
No. C02282
CERTIFICATE OF AUTHORIZATION

Engineer's Seal

SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 29007
CHRISTOPHER R. BRIDGES
3/31/23

Project Manager	Drawn
Daniel Gates	Dylan Guffey
Department Manager	**Checked**
Brandon Pridemore	Daniel Gates
Print/Plot Date	
3/31/2023	
Asbuilt Drawn	**Asbuilt Date**
-	-

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

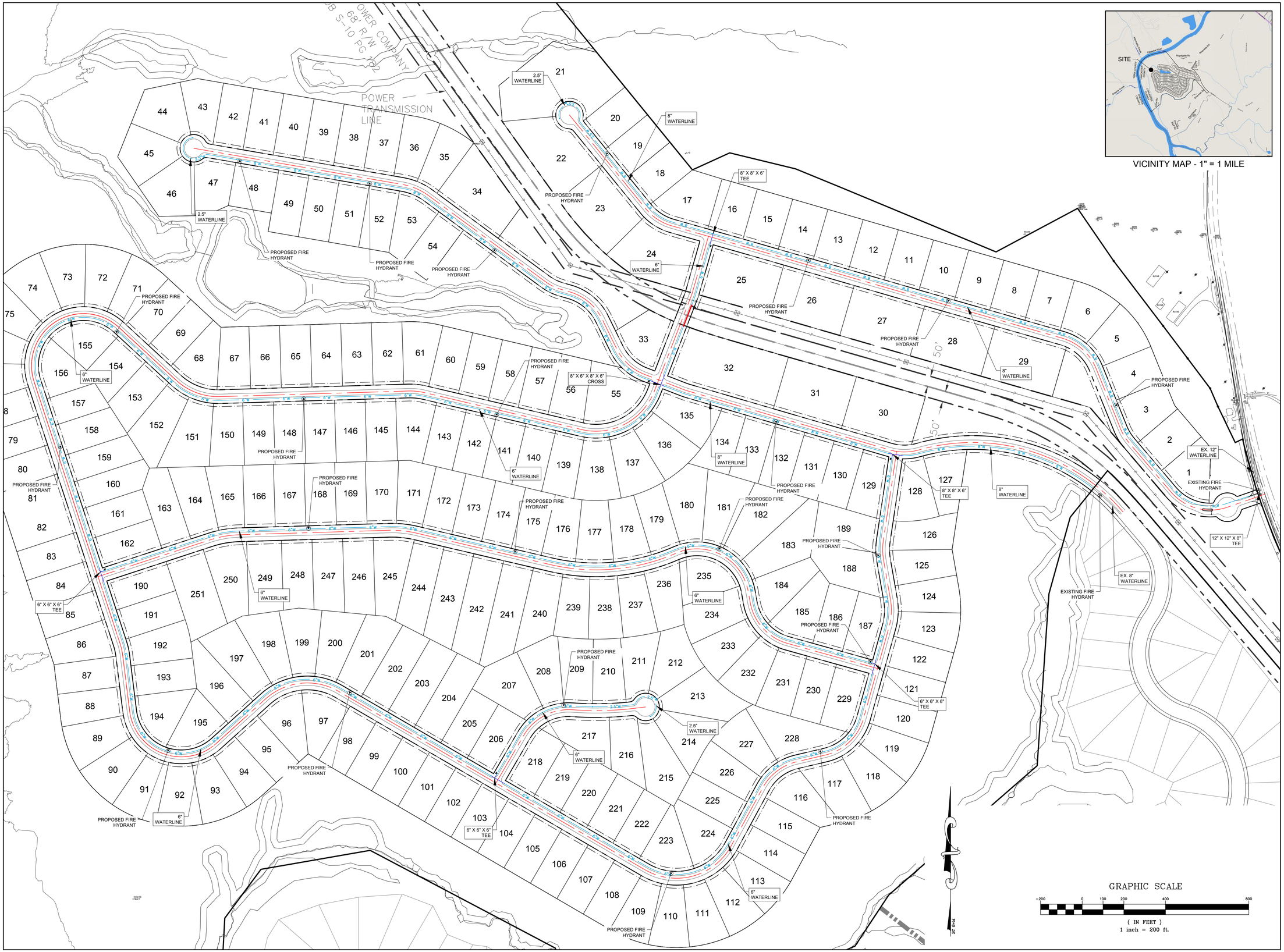
Project:

Riverchase Section 3
Preliminary Plat

Drawing Title:

Storm Plan

Project No.	Drawing No.
4967	C3.00
DWG File Name:	
RiverChase Section 3_Storm Overall	



VICINITY MAP - 1" = 1 MILE

DATE	ISSUED FOR	REV
03/31/2023	FIRST SUBMITTAL TO LANCASTER COUNTY	0

PUPS PALMETTO UTILITY PROTECTION SERVICE, LLC — 811 Know what's below. Call before you dig.

Engineer:

RJH

R. Joe Harris & Associates, Inc.

Engineering • Land Surveying • Planning Management

1186 Stonecrest Blvd., Tega Cay, S.C. 29708 P: (803) 802-1799

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This drawing shall not be used for construction purposes until the seal and signature of the responsible registrant appears on the drawing, and proper permit forms and related fees are transmitted by the Owner, Owner's Agent or Contractor to the Authority having jurisdiction.

Corporate Seal

SOUTH CAROLINA — R. JOE HARRIS & ASSOCIATES, INC. — No. C02262 — CERTIFICATE OF AUTHORIZATION

Engineer's Seal

SOUTH CAROLINA — REGISTERED PROFESSIONAL ENGINEER — No. 29007 — CHRISTOPHER R. BRIDGES

12/31/23

Project Manager	Drawn
Daniel Gates	Dylan Guffey
Department Manager	Checked
Brandon Pridemore	Daniel Gates
Print/Plot Date	
3/31/2023	
Asbuilt Drawn	Asbuilt Date
-	-

Client

LGI Homes, LLC
3037 SHERMAN DRIVE
LANCASTER, SOUTH CAROLINA 29720
P: (803) 286-0060

Project:

Riverchase Section 3 Preliminary Plat

Drawing Title:

Utility Plan

Project No.	Drawing No.
4967	C4.00
DWG File Name: RiverChase Section 3_Utility Plans	

Kimley»Horn

MEMORANDUM

To: Stephen Blackwelder, Lancaster County Environmental Compliance Manager
Ashley Davis, Lancaster County Senior Planner
Allison Love, SCDOT Assistant District Permit Engineer – District 4

From: Amy Massey, PE
Kimley-Horn and Associates, Inc.

Date: December 2, 2022

Subject: Riverchase Estates Traffic Impact Analysis (TIA) Addendum

The purpose of this Addendum is to incorporate Lancaster County review comments and provide responses regarding the TIA prepared by Kimley-Horn and Associates, Inc. (9-07-2022) for the proposed Riverchase Estates project.

The County's Not Approved Letter (10-17-2022) and South Carolina Department of Transportation (SCDOT) concurrence letter (10-31-2022) are attached. The following responses are provided in *italics* to County and SCDOT comments in **bold** and regular print.

Review Comments (SCDOT):

SCDOT Comments on Specific Study Intersections:

Rock Hill Highway (SC 5) and Riverside Road/W. Rebound Road

- SCDOT is supportive of the developer working with Lancaster County Government to commit funding to the planned Catawba COG project. *Acknowledged.*

- Installation of a signal cannot be considered until actual traffic meets the criteria set forth by the MUTCD. The developer or community may at their discretion choose to do a full warrant analysis which includes a 16-hour count in order to justify a signal at any point before full buildout or directly after to determine if a signal is actually warranted. *Acknowledged.*

SCDOT General Comments

- The proposed access location shall not be considered approved until required horizontal and vertical sight distances are verified by the developer's civil engineer and driveway and road separation requirements are met. *Acknowledged.*

- Construct appropriate tapers with all turn lanes. *Acknowledged.*

Review Comments (County Engineer):

Please see the attached documents from Infrastructure Consulting and Engineering (ICE) regarding the TIA submitted. If I need to coordinate a meeting with Eric Dillon from ICE, let me know. **Checklist comments**:

- Page 25 - Review need for roundabout vs. signal control. *Acknowledged. SIDRA 9 software was used to determine operating characteristics, level-of-service (LOS), and delay for the potential roundabout identified at the SC 5 and Riverside Road/W Rebound Road intersection. Based on this analysis, a single-lane roundabout intersection would be expected to operate with long delays along SC 5 during both peak hours; a multilane roundabout was also analyzed and produced acceptable LOS results under Lancaster County target guidelines. These results are shown in the attachments.*

- Page 26 - If signal control is preferred control for the intersection – most likely need SB left turn lane for operations and cross alignment. *As noted in the report, preliminary peak-hour signal warrants were satisfied for both peak hours under build-out conditions. Notably, a northbound left-turn lane is NOT recommended as developer mitigation but is shown as an option in the Target scenario required by Lancaster County. Should a northbound left-turn lane be constructed, a southbound left-turn lane may be useful for cross alignment, but, again, is not required to mitigate the site's impact on the intersection as the northbound and southbound approaches of Riverside/Rebound Road are already expected to operate with long delays under background conditions without the addition of site traffic. The addition of the signal with left-turn lanes along SC 5 is shown to provide the intersection with better results than background conditions. It should be noted that based on Lancaster County guidelines a target LOS is required where the existing/background LOS is below the following standards but is not recommended mitigation for the proposed development:*
    - *"For collector or local streets, Level-of-Service (LOS) C or better shall be maintained. On any arterial or higher order street, a LOS D or better shall be maintained. Where the existing LOS is below these standards, the traffic impact analysis shall identify those improvements required to ensure that development related traffic demands result in no net reduction in LOS, and identify additional improvements needed to raise the level of service to the standards on the applicable street to the adopted LOS standard."*

- Page 27 - Check for SB left turn lane on Riverside Road at University (quick check shows need for safety). *Upon review of SCDOT turn-lane warrants, a southbound left-turn lane is warranted for consideration under build-out conditions. However, the southbound approach operates with short delays without a turn lane. Additionally, the proposed site adds only 5% of projected site trips to the southbound left-turn movement (19 vehicles in the AM peak-hour and 15 vehicles in the PM peak-hour), and the intersection in question is not related to site access being over 4.5 miles from the site.*

- Page 28 - Do not recommend the striping for a left turn lane for NB lefts on Riverside Road onto SC 9 WB ramp as SCDOT needs to restrict this movement. *Acknowledged.*

- Page 34 - Do not recommend the restriction to a right turn only for EB approach of SC 5 onto US 521 to a right turn only as the left turns are the heaviest movement. Check for restriction of Old Church Road throughs and lefts to a right turn only and build U-Turn north and build an acceleration lane for the EB lefts onto NB US 521. *Acknowledged. As noted in the report and based on Lancaster County guidelines, a target LOS is required where the existing/background LOS is below a designated roadway's classification standards. However, it should be noted that these improvements analyzed in the "Build IMP Target LOS" scenario are not recommended mitigation for the proposed development.*
  As shown in the Attachments, the requested analysis was performed and did not provide significant improvement in delay experienced at this intersection. Additionally, the construction

of the aforementioned u-turn bulb would not be recommended as the westbound approach has less than 20 vehicles in either peak hour, and this mitigation measure would be costly.

- Page 37 - If signal control is considered for SC 5 at Riverside/W. Rebound Rd – along with EB and WB left turn lanes on SC 5, need right turn lanes on SC 5 onto Riverside/NB and SB turn lanes. *As discussed above, the north and southbound approaches of Riverside/Rebound Road are already expected to operate with long delays under background conditions without the addition of site traffic. The addition of the signal with left-turn lanes along SC 5 is shown to provide the intersection with better results than background conditions. The improvements shown in the Target LOS rows of the TIA are provided based on Lancaster County guidance and are not developer mitigation recommendations. However, it should be noted that auxiliary turn lane warrants for left- and right- turn lanes are not applicable to signalized intersections.*

- Page 37 - Note for sight distance for Access 1 meets requirements or site engineer will verify. *The TIA states: 'All additions and attachments to the State and County road system shall be properly permitted, designed, and constructed in conformance to standards maintained by the agencies.' This statement covers sight distance, as this is a standard that must be met in order to get permitted plans. It is noted that the site engineer is responsible for verifying sight distance.*

Recommendations:

- Verify sight distance for all access points. *Sight distance to be verified by site engineer.*

- Determine left and right turn lane needs at Riverside Road at University Drive. *Upon review of SCDOT turn-lane warrants, a southbound left-turn lane is warranted for consideration in the PM peak hour, but the northbound and southbound right-turn lanes are not warranted. It should be noted that the posted speed limit along Riverside Road is 45 mph. However, the southbound approach operates with short delays without a turn lane. The proposed site adds only 5% of projected site trips to the southbound left-turn movement, and the intersection in question is over 4.5 miles from the site.*

- SC 5 at Riverside Road/W. Rebound Road – If SCDOT would consider – check for roundabout vs. signal control. If signal control is preferred method of control – left turn lanes in all 4 approaches and the right turn lane for EB SC 5 movement onto Riverside Road. *Acknowledged. Coordination with the Catawba COG project is recommended to determine final layout and appropriate developer contribution.*

- Check for restricting Old Church Road to a right only and construction a U-turn north of the interchange and an acceleration lane for SC 5 EB lefts. *Not recommended as noted in comments above.*

The sealed TIA is attached without modification in addition to the SCDOT and County letters received.

Cc:

- Allison C. Love, AICP, SCDOT
- Patrick Murphy, PE, R. Joe Harris & Associates, Inc.

Attachments:

- SCDOT letter
- County letter, including sealed TIA
- Additional analysis results summaries and reports

South Carolina
Department of Transportation

Cherokee County
Chester County
Chesterfield County
Fairfield County
Lancaster County
Union County
York County

October 31, 2022

Amy B. Massey, P.E.
Kimley-Horn and Associates, Inc.
200 South Tryon Street, Suite 200
Charlotte, North Carolina 28202

RE: Riverchase Estates
Traffic Impact Analysis
Riverside Road (S-29-29)
Lancaster County

Dear Mrs. Massey,

Thank you for allowing us to review the Traffic Impact Analysis (TIA) regarding the site on Riverside Road (S-29-29). There are currently 122 single-family homes constructed and closed within the overall development. This TIA studies the impact of 814 additional single-family homes. The Department provides the following comments.

TIA Recommendations

Rock Hill Highway (SC 5) and Riverside Road/W. Rebound Road

- Cost sharing with the planned Catawba COG intersection and Nisbet development projects towards the following improvements:
  - Construction of an eastbound left-turn lane with 150 feet of storage.
  - Construction of a westbound left-turn lane with 150 feet of storage.
  - Installation of a traffic signal if/when warrants are met.

Riverside Road and Access 1

- Construction of Access 1 to include a single ingress lane, a single egress lane, and a 90-foot internal protected stem (IPS) with stop control.
- Construction of a northbound left-turn lane along Riverside Road with 150 feet of storage.
- Construction of a southbound right-turn lane along Riverside Road with 100 feet of storage.

SCDOT Comments on Specific Study Intersections

Rock Hill Highway (SC 5) and Riverside Road/W. Rebound Road

- SCDOT is supportive of the developer working with Lancaster County Government to commit funding to the planned Catawba COG project.
- Installation of a signal cannot be considered until actual traffic meets the criteria set forth by the MUTCD. The developer or community may at their discretion choose to do a full

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax

www.scdot.org
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Affirmative Action Employer
855-GO-SCDOT (855-467-2368)

warrant analysis which includes a 16 hour count in order to justify a signal at any point before full buildout or directly after to determine if a signal is actually warranted.

SCDOT General Comments

- The proposed access location shall not be considered approved until required horizontal and vertical sight distances are verified by the developer's civil engineer and driveway and road separation requirements are met.
- Construct appropriate tapers with all turn lanes.

Once comments from all reviewers have been addressed, please submit a digital copy of the final draft to the Department. We look forward to the project proceeding to the encroachment permit process. At that time, all geometrical features, pavement designs, etc., will be reviewed by the appropriate office. If you have any additional questions or concerns, please contact the District 4 Permit Office at (803) 377-4155.

Sincerely,

C. Jason Johnston, P.E.
District 4 Engineering Administrator

CJJ/mrj

ec: Stephen Blackwelder, Lancaster County Engineering
Clint Beaver, Lancaster Resident Maintenance Engineer

File: D4/PO/ACL

District Four Engineering
Post Office Box 130
1232 JA Cochran Bypass
Chester, SC 29706
803-377-4155 | 803-581-0156 Fax

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Lancaster County
Planning Department
P. O. Box 1809
Lancaster, SC 29721
803.285.6005
planning@lancastercountysc.net

October 17, 2022

Patrick Murphy
R. Joe Harris & Associates, Inc.
127 Ben Casey Drive
Fort Mill, SC 29708

Project Number	20221205
Project Name	Riverchase Estates Section 3
Location	Riverside Road
Stage	Traffic Impact Analysis
Parcel(s)	0030-00-002.00
Status	Not Approved

Dear: Patrick Murphy

We have completed our review. The comments listed on the attached report must be addressed with a response letter.

Once revised plans are received, they will be submitted to staff for review.
Please be aware that plans will not be routed for review without a response letter

Sincerely,

Chanda Kirkland

Chanda Kirkland, Development Service Coordinator
Lancaster County Government
101 N Main St
Lancaster, SC 29720
P: (803) 416-9390

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406 **Not Approved**
sblackwelder@lancastersc.net

Review Comments:

Please see the attached documents from Infrastructure Consulting and Engineering (ICE) regarding the TIA submitted.
If i need to coordinate a meeting with Eric Dillon from ICE, let me know.

Planning - Ashley Davis - 803-416-9433 **Not Approved**
adavis@lancastersc.net

Review Comments:

INFRASTRUCTURE
CONSULTING & ENGINEERING

Project Name: Riverchase

TIA Checklist

N/A	Yes	No	
☐	☒	☐	South Carolina PE Stamp and Signature on TIA/Plans
☐	☒	☐	Introduction and Executive Summary
☐	☒	☐	Study Area Descriptions and Roadway Classifications
☐	☒	☐	Analysis Period Correct
☐	☒	☐	Existing Traffic Operations
☐	☒	☐	Other projected transportation improvements in the study area
☐	☒	☐	Trip Generation Summary
☐	☒	☐	Trip Distribution and traffic assignment
☐	☒	☐	LOS Analysis: Background traffic growth and site build out
☐	☐	☒	Analysis of Sight Distance at Access Points *sight distance not verified in report for access*
☐	☒	☐	Identify need for Turn Lanes, Capacity and Storage Length
☐	☒	☐	Identify need for Signalization
☐	☒	☐	Identify Measures to Mitigate LOS deficiencies
☐	☒	☐	Vicinity Map
☐	☒	☐	Site Plan and Proposed Land Use
☐	☒	☐	Existing Peak hour volumes (counts conducted within the last 12 months)
☐	☒	☐	Projected Background Peak Hour Volumes -
☐	☒	☐	Trip Distribution % Including Added Project Peak Hour Volumes
☐	☒	☐	Project Build-Out Volumes
☐	☒	☐	Existing and Recommended Lane Configurations
☐	☒	☒	Intersection LOS (existing, background, build, mitigated)
☐	☒	☐	Unified Development Ordinance Section 6.8

Comments:

Good Report – need additional checks for auxiliary turn lanes at 2 intersections and alternative mitigation strategies at two intersections.

1. Overview of Traffic Impact Analysis (TIA) Report

Kimley Horn submitted a traffic impact analysis report for single family housing development that will access Riverside Road south of SC 5. Amy Massey is the Engineer on Record (EOR) for producing the detailed traffic study. Nine intersections were analyzed for impacts – Riverside Road at Cobblestone Way, SC 5 at Riverside Road/W. Rebound Road, Riverside Road at University Drive/ Firetower Road, Riverside Road at South Lake Dr./ SC 9 WB on-ramp, Riverside Road at SC 9 WB off-ramp, Riverside Road at SC 9 EB off-ramp, SC 9 at SC 9 EB on-ramp, SC 5 at US 521, US 521 at SC 5/Old Church Road. Also, one new access point was reviewed on Riverside Road. The overall report contained a good breakdown of volumes and distribution among all study locations. The analysis period for build out included the proposed year of 2034 plus one year for a 2035 modeling period. There were some unacceptable levels of services for certain movements at intersections and the report showed mitigation for all mentioned in the report.

2. Items of Interest in the TIA Report

The TIA document was redlined with marks highlighting interest items below (pages noted below reflect pdf pages and not report pages):

- Page 25 – Review need for roundabout vs. signal control
- Page 26 – If signal control is preferred control for the intersection – most likely need SB left turn lane for operations and cross alignment.
- Page 27 – Check for SB left turn lane on Riverside Road at University (quick check shows need for safety)
- Page 28 – Do not recommend striping for a left turn lane for NB lefts on Riverside Road onto SC 9 WB ramp as SCDOT needs to restrict this movement.
- Page 34 – Do not recommend the restriction to a right turn only for EB approach of SC 5 onto US 521 to a right turn only as the left turns are the heaviest movement. Check for restriction of Old Church Road throughs and lefts to a right turn only and build U-Turn north and build an acceleration lane for the EB lefts onto NB US 521.
- Page 36 – Auxiliary turn lane checks for Riverside Road at University.
- Page 37 – Roundabout review for SC 5 at Riverside Road/W. Rebound Rd.
- Page 37 - If signal control is considered for SC 5 at Riverside/W. Rebound – along with EB and WB left turn lanes on SC 5, need right turn lanes on SC 5 onto Riverside/NB and SB turn lanes.
- Page 37 - Check turn lanes for Riverside at University.
- Page 37 - Check operations a US 521 with restricting Old Church to right t turn only and adding U-turn to the north on US 521 and adding acceleration lane NOB US 52 for SC 5 EB lefts.
- Page 37 - Note for sight distance for Access 1 meets requirements or site engineer will verify.

3. Checklist Comments

Attached is a TIA checklist that reviews all submitted information for proper TIA submittal. The analysis period did reflect UDO 6.8.2 D for analysis year after development which would be 2035 (Build plus 1 year). The TIA did not review driveway sight distance (usually covered under site plan permitting).

4. Recommendations

1. **Verify sight distance for all access points.**
2. **Determine left and right turn lane needs at Riverside Road at University Drive.**
3. **SC 5 at Riverside Road/W. Rebound Road – If SCDOT would consider – check for roundabout versus signal control. If signal control is preferred method of control – left turn lanes in all 4 approaches and the right turn lane for EB SC 5 movement onto Riverside Road.**
4. **Check for restricting Old Church Road to a right only and construction a U-turn north of the interchange and an acceleration lane for SC 5 EB lefts.**

1.0 Executive Summary

The purpose of this Traffic Impact Analysis (TIA) is to review vehicular traffic impacts as a result of the proposed Riverchase Estates development. The primary objectives of the study are:

- To estimate trip generation and distribution for the proposed development.
- To perform intersection capacity analyses for the identified study area.
- To determine the potential traffic impacts of the proposed development.
- To develop recommendations for needed roadway and operational improvements to accommodate the proposed development's traffic impacts.

The proposed site is located along the west side of Riverside Road, east of the Catawba River in Lancaster County, South Carolina. As currently envisioned, the overall development plan consists of a total of 936 single family homes, expected to be built-out in 2034. Based on information from the Client, 122 homes are currently constructed and closed, and are accounted for within existing traffic. Therefore, this TIA studies the impact of 814 additional single-family homes as an update to the prior *Traffic Impact Assessment for Lancaster River Front Subdivision* (3-29-2007).

Based on the current site plan, one additional access point along Riverside Road is proposed in addition to the existing Riverchase Estates access (Cobblestone Way).

Per the Lancaster County Unified Development Ordinance (UDO) Section 6.8, the impact of the development was analyzed for the year after the development is expected to be at full occupancy. Therefore, this TIA evaluates the traffic operations under 2022 existing conditions, 2035 background conditions (without the proposed development), and 2035 build-out conditions (with the proposed development) during the AM and PM peak hours. Through coordination with Lancaster County and South Carolina Department of Transportation (SCDOT) staff, the following study intersections are included:

1. Riverside Road (S-29) and Cobblestone Way
2. Riverside Road (S-29)/W Rebound Road (SC 75) and Rock Hill Highway (SC 5)
3. Riverside Road (S-29) and University Drive (S-56)/Firetower Road
4. Riverside Road (S-29) and South Lake Drive (S-206)/Chester Hwy (SC 9) WB On-Ramp
5. Riverside Road (S-29) and Chester Hwy (SC 9) WB Off-Ramp
6. Riverside Road (S-29)/W Meeting Street (SC 9) and Chester Hwy (SC 9) EB Off-Ramp
7. W Meeting Street (SC 9) and Chester Hwy (SC 9) EB On-Ramp
8. Rock Hill Highway (SC 5) and Charlotte Highway (US 521) Ramp
9. Charlotte Highway (US 521) and Rock Hill Highway (SC 5) Ramp/Old Church Road (S-378)
10. Riverside Road (S-29) and Access 1

For purposes of this study, US 521, Riverside Road, W Rebound Road, and W Meeting Street are referenced as north/south with the exception of Old Church Road at its intersection with SC 5; while all other roads are referenced as east/west.

Kimley-Horn was retained to determine the potential traffic impacts of this development (in accordance with the traffic study guidelines in the *SCDOT Access and Roadside Management Standards (ARMS) Manual* and the Lancaster County UDO Section 6.8), and to identify transportation improvements that may be required to accommodate these impacts. Based on the analyses contained herein, the following improvements are recommended as developer mitigation:

Rock Hill Highway (SC 5) and Riverside Road/W Rebound Road

Cost sharing with the planned Catawba COG intersection and Nisbet development projects towards the following improvements:

- Construction of an eastbound left-turn lane with 150 feet of storage.
- Construction of a westbound left-turn lane with 150 feet of storage.
- Installation of a traffic signal if/when warrants are met.

Riverside Road and Access 1

- Construction of Access 1 to include a single ingress lane, a single egress lane, and a 90-foot internal protected stem (IPS) with stop control.
- Construction of a northbound left-turn lane along Riverside Road with 150 feet of storage.
- Construction of a southbound right-turn lane along Riverside Road with 100 feet of storage.

The transportation improvements for the study intersections are subject to approval by SCDOT and Lancaster County. All additions and attachments to State and County roadway system shall be properly permitted, designed, and constructed in conformance to standards maintained by the agencies.

2.0 Introduction

The proposed site is located along the west side of Riverside Road, east of the Catawba River in Lancaster County, South Carolina. As currently envisioned, the overall development plan consists of a total of 936 single family homes, expected to be built-out in 2034. Based on information from the Client, 122 homes are currently constructed and closed, and are accounted for within existing traffic. Therefore, this TIA studies the impact of 814 additional single-family homes as an update to the prior Traffic Impact Assessment for Lancaster River Front Subdivision (3-29-2007). **Figure 2.1** shows the site location and study area.

Based on the current site plan, one additional access point along Riverside Road is proposed in addition to the existing Riverchase Estates access (Cobblestone Way). **Figure 2.2** shows the proposed site plan for the development.

Per the Lancaster County Unified Development Ordinance (UDO) Section 6.8, the impact of the development was analyzed for the year after the development is expected to be at full occupancy. Therefore, this TIA evaluates the traffic operations under 2022 existing conditions, 2035 background conditions (without the proposed development), and 2035 build-out conditions (with the proposed development) during the AM and PM peak hours.

Kimley-Horn was retained to determine the potential traffic impacts of this development (in accordance with the traffic study guidelines in the South Carolina Department of Transportation (*SCDOT) Access and Roadside Management Standards (ARMS) Manual* and the Lancaster County UDO Section 6.8), and to identify transportation improvements that may be required to accommodate these impacts.

SPENCER & SPENCER
PROFESSIONAL ASSOCIATION
Attorneys and Counselors at Law

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C.W.F. SPENCER, JR. (1911-1985)
EMIL W. WALD (1934-2011)
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July 14, 2014

Via Facsimile and U.S. Mail
County of Lancaster
Attn.: County Administrator
101 N. Main Street
P.O. Box 1809
Lancaster, SC 29721

Re: Transfer of Development Rights for Riverchase Estates

Dear Mr. Willis:

As you know from prior meetings and discussions, our firm represents LGI Land SC, LLC ("LGI Land") regarding the development of Riverchase Estates. LGI Land sold its development rights to Riverchase Estates Partners, LLC ("Riverchase Partners"). The Development Agreement for Riverchase Estates sets forth notification and acknowledgment requirements for both the seller and purchaser.

Enclosed please find the notifications from both LGI Land and Riverchase Partners. Please contact me with any questions or concerns.

Respectfully,

SPENCER & SPENCER, P.A.

W. Chaplin Spencer, Jr.

Enclosures

00115856.1

County of Lancaster
Attn: County Administrator
101 N. Main Street
P.O. Box 1809
Lancaster, SC 29721

Re: Transfer of Development Rights for Riverchase Estates

Mr. Willis:

This letter is to provide Lancaster County notice of a transfer of development rights in accordance with Section 3.05 of the Development Agreement for Riverchase Estates recorded on July 18, 2008. LGI Land SC, LLC is transferring its rights and interests in Riverchase Estates to Riverchase Estates Partners, LLC.

Address of LGI Land SC, LLC: LGI Land SC, LLC 3440 Riley Fuzzell, Suite 150, Spring, Texas 77386

Address of Riverchase Estates: Riverchase Estates Partners, LLC, 140 Lake Robbins Drive, Suite 430, The Woodlands, Texas 77380

Contact Person with Riverchase Estates: Eric T. Lipar

Location and Number of Acres: Riverside Road, Lancaster County, SC containing approximately 1,981 acres with a portion bordering the Catawba River, less and except approximately 46 individual residential lots previously sold.

Number of Residential Units: 1,250 residential units if septic tank systems are used or 1,939 if sewer systems are used, minus the approximately 46 lots previously sold. Sewer is not readily available at this time.

Commercial Acreage: Approximately 41.75 acres are intended to be rezoned commercial per the Development Agreement.

Please contact me with any questions.

Sincerely,

Thomas E. Lipar, Manager
LGI Land SC, LLC

County of Lancaster
Attn: County Administrator
101 N. Main Street
P.O. Box 1809
Lancaster, SC 29721

Re: Transfer of Development Rights for Riverchase Estates

Mr. Willis:

Riverchase Estates Partners, LLC is acquiring the Riverchase Estates development from LGI Land SC, LLC, including the rights and obligations of the Development Agreement for Riverchase Estates recorded on July 18, 2008. In accordance with Section 3.05 of the Development Agreement, this letter serves as both an acknowledgement of the Development Agreement and a commitment by Riverchase Estates Partners, LLC to be bound by the terms thereof.

I look forward to working with Lancaster County and moving forward with Riverchase Estates. Please feel free to contact me with any questions.

Sincerely,

Eric T. Lipar, Manager
Riverchase Estates Partners, LLC

Ordinance #892

Execution Version

2008010171
AGREEMENT
RECORDING FEES $34.00
PRESENTED & RECORDED:
07-18-2008 11:38 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: JOHN LANE REGISTER
BK:MORT 1957
PG:307-335

(Space above this line for recording use)

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

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 31st day of March, 2008 ("Effective Date"), by and between **LGI LAND SC, LLC** ("Developer"), a South Carolina limited liability company, and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

RECITALS

WHEREAS, Developer is developing certain real property, consisting of one thousand nine hundred eighty-one (1,981) acres, more or less, located in the County and known as the Riverchase Estates development and presently zoned R-30 Low Density Residential/Agricultural 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 more fully protect the Developer's development rights, thereby providing certainty and predictability to the Developer of those rights and providing certainty and predictability to the County 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 appropriately zoned 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.

(Space above this line for recording use)

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

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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 S.C. Code §§ 6-31-10 to -160, 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 S.C. Code §§ 6-31-10 to -160, as amended.

(2) "Agreement" means this Development Agreement.

(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 LGI Land SC, LLC, a South Carolina 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) "Effective Date" means March 31, 2008.

(8)) "Laws and Land Development Regulations" means the County's applicable rules and regulations governing development of real property as set forth on Exhibit E hereto.

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

(10) "Ordinance No. 891" means Ordinance No. 891 of the County zoning the Property R-30 Low Density Residential/Agricultural District.

(11) "Ordinance No. 892" means Ordinance No. 892 of the County approving this Agreement.

(12) "Parties" means County and Developer.

(13) "UDO" means Ordinance No. 309 as amended as of the Submission Date and which is cited as the Unified Development Ordinance 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.

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

(15) "Submission Date" means February 4, 2008.

(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.

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

Section 1.04. Property. This Agreement applies to the land described in Exhibit A, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety. The Property is generally known as the Riverchase Estates development.

Section 1.05. Zoning. The Property was zoned R-30 Low Density Residential/Agricultural District pursuant to Ordinance No. 891. The Parties acknowledge and agree that Developer will initiate a commercial zoning request on or before December 31, 2008 for the property identified as Tract I and Tract II on Exhibit F attached hereto.

Section 1.06. Permitted Uses. (A) The development uses permitted on the Property are limited to those shown on the attached Exhibit B and Exhibit F, more specifically being One Thousand Two Hundred Fifty (1,250) single-family residential lots if septic tank systems are used for the entire Property and One Thousand Nine Hundred and Thirty-Nine (1,939) units if sewer systems are used, along with accessory uses such as walking trails, a club house and pool. Density is limited to (0.645) dwelling units per acre if septic tank systems are used for the entire Property and (1.0) dwelling unit per acre if sewer systems are used. Building heights are limited to those building heights permitted by the UDO. The Parties acknowledge and agree that it is the intent of the Parties that Tract I and Tract II on Exhibit F be rezoned and used for commercial purposes. Other terms and conditions of the development of the Property are set forth on Exhibit B.

(B) For purposes of plan approval, the Preliminary Plan, attached hereto as Exhibit F and incorporated herein by reference, is approved as to Phase I. All lots for the Development must meet all of the standards contained in this Agreement and if no specific standard is contained in this Agreement, then the requirements of the UDO apply. Prior to recording any plat for the Property, Developer must obtain final plat approval from the County Planning Department staff. The final plat approval process includes any necessary reviews by other departments and agencies and compliance with the other departments and agencies applicable regulations.

Section 1.07. Development Schedule. (A) The estimated development schedule for the Property is set forth on Exhibit C, attached hereto and incorporated herein by reference as if the exhibit were set out in this Agreement in its entirety.

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

(C) County agrees that if Developer requests an adjustment to the development schedule, including commencement dates and interim completion dates, then the dates must be modified if

the Developer is able to demonstrate and establish that there is good cause to modify those dates. "Good cause" includes, but is not limited to, changes in market conditions.

(D) Periodic adjustments to the development schedule do not require a formal amendment to this Agreement and are not considered a major modification. To adjust the development schedule, the Developer shall submit a proposed adjustment to the Clerk to County 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 County 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 individual commercial or residential lots who are the end users and not developers thereof, 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) Notwithstanding the provisions of Section 1.09(B), the purchaser or other successor in title to the Developer and who is the owner or lessee of an individual residential lot is responsible for performance of Developer's obligations pursuant to Section 4.02, but only as to the portion of the Property so transferred.

Section 1.10. Term. The term of this Agreement commences on the Effective Date and terminates twenty (20) years thereafter.

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County. (A) The County represents that it finds the development permitted by this Agreement is consistent with the County's comprehensive plan and land development regulations.

(B) The County represents that it has approved this Agreement by adoption of Ordinance No. 892 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. 892 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 one thousand four hundred eleven (1,411) acres, more or less.

(B) Developer represents that it is the only legal and equitable owner of the Property as of the Effective Date.

(C) Developer represents and warrants that the execution, delivery and performance by the 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 such party.

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. As of the Effective Date, 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.

(B) County agrees that the specific Laws and Land Development Regulations in force as of the Submission Date as set forth in Exhibit E 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. 891 and the UDO and the terms of this Agreement. The County acknowledges that Developer will seek to rezone Tract I and Tract II, as contemplated in Section 1.05, after the Effective Date. It is the intent of the Parties that the zoning classification applicable to Tract I and Tract II will be that as rezoned, subject to the approval of County Council in the normal zoning process.

(D) Except as may be otherwise provided for in this Agreement, the Act or Ordinance No. 663, no future changes or amendments to the Laws and Land Development Regulations shall apply to the Property, and no other local land development legislative enactments shall apply to the development, the Property, or this Agreement which have a direct or indirect adverse effect on the ability of the Developer to develop the Property in accordance with the Laws and Land Development Regulations.

(E) 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.

Section 3.02. Effect on Vested Rights Act and County Ordinance No. 673. The Parties agree that vested rights conferred upon Developer in this Agreement are not affected by the provisions of the Vested Rights Act, codified as S.C. Code §§ 6-29-1510 to 1560, 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) County may apply laws adopted after the execution of this Agreement to the development of the Property only if the County Council holds a public hearing and determines:

(1) the laws are not in conflict with the laws governing this Agreement and do not prevent the development set forth in this Agreement and "laws" which prevent development include, but are not limited to, a moratorium, or any other similar restriction that curtails the rate at which development can occur on the Property;

(2) the laws are essential to the public health, safety, or welfare and the laws expressly state that they apply to the development that is subject to this Agreement;

(3) the laws are specifically anticipated and provided for in this Agreement;

(4) that substantial changes have occurred in pertinent conditions existing at the time this Agreement was approved which changes, if not addressed by County, would pose a serious threat to the public health, safety, or welfare; or

(5) that this Agreement was based on substantially and materially inaccurate information supplied by the Developer that materially affected the terms and provisions of this Agreement.

(B) Developer agrees to comply with any county-wide building, housing, electrical, plumbing, and gas codes adopted by County Council after the Effective 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 building, housing, electrical, plumbing, or gas code adopted by County Council.

Section 3.04. Development Permits. (A) Developer agrees to obtain all local development permits for the development of the property. Local development permits or approvals needed, some of which may have been obtained as of the Effective Date include, but are not limited to:

(1) Zoning permit;

(2) Building permits, including plat approval; and

(3) Sign permit.

(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. 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. This provision does not apply to the purchaser or other successor in title to the Developer of individual lots as set forth in Section 1.09.

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 4.02. Payment to Lancaster County. (A) At the time an application for a building permit is made for each residential dwelling unit authorized in Section 1.06, Developer (or individual lot owners as set forth in Section 1.09(C)) agrees to pay County four thousand nine hundred dollars ($4,900) as a building fee for each residential dwelling unit to which the building permit would apply. Commencing January 1, 2009 and on each January 1 thereafter, the dollar amount shall be increased by the greater of either three (3%) percent or the Consumer Price Index, all items, as published by the Wall Street Journal on the first business day of the then current calendar year, provided, that the dollar amount may not exceed the sum of nine thousand dollars ($9,000). Payments made by the Developer pursuant to this section are separate and distinct from any other amounts due from Developer at the time of application for a building permit.

(B) The expenditure and use of the revenue from the payments required by this section is at the sole discretion of the County Council.

Section 4.03. Payment of Costs. Upon submission of appropriate documentation of the expenditure, Developer agrees to reimburse the County, not later than September 1, 2008, for the County's reasonable unreimbursed actual costs related to this Agreement. The foregoing cost reimbursement is capped at ten thousand dollars ($10,000) 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 4.04. 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.

(C) The Parties agree that pursuant to Section 6-1-1050 of the Code of Laws of South Carolina 1976, as amended, the payments provided for in this Agreement are instead of impact fees for facilities or services. By Developer agreeing to make these payments, the County agrees that no impact fee may be imposed by the County on Developer.

Section 4.05. Fire Station. (A) Developer agrees to donate to the County 5.077 acres, more or less, identified as Tract I on Exhibit F, attached hereto and incorporated hereby by reference ("Fire Station Property"). Developer shall provide the Fire Station Property to the County "as is" and at no cost to the County. Not later than the time Developer donates the money for the fire station as provided in subsection (B), Developer shall transfer the Fire Station Property by way of general warranty deed conveying fee simple title to the County, provided, that Developer may include a deed restriction on the use of the Fire Station Property for fire and life safety purposes. Title to the Fire Station property shall be insurable. Developer is responsible for all costs associated with the transfer of title to the County, except that County is responsible for the costs of any title insurance that the County chooses to purchase. Prior to the transfer of title, Developer agrees that County shall have access to the Fire Station Property for such purposes as County finds necessary for it to accept the land or for the design of a fire station building on the land.

(B) Developer agrees to donate one million two hundred thousand dollars ($1,200,000) to the County on or before the issuance of a certificate of occupancy for the two hundred and fiftieth (250th) dwelling unit in Riverchase Estates. Until the donation is made to the County, beginning January 1, 2009 and each January 1 thereafter, the dollar amount shall be increased by the greater of either three percent (3%) or the annual percentage change in the Consumer Price Index, all items, as published in the Wall Street Journal on the first business day of the then current calendar year. These funds shall be deposited in a separate account by the County and used exclusively for the design and construction of the fire station referenced in subsection (C).

(C) County agrees to construct a fire station on the Fire Station Property. Construction shall commence within twelve (12) months of receipt of the Developer donation referenced in this section.

(D) County agrees that the name of the fire station shall contain the word "Riverchase" at the beginning of the name. Developer shall have the right to approve any name and manner in which the name is displayed on the Fire Station. Developer's approval shall not be unreasonably withheld.

Section 4.06. 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 within the Property including but not limited to any necessary entrance and intersection improvements as required by the South Carolina Department of Transportation to Riverside Road related to the development of the Property. 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 will comply with any necessary improvements set forth in the traffic study dated May 29, 2007 by Stantec Consulting Services, Inc.

(b) Developer is responsible for all maintenance and costs associated with the private roads and for the maintenance of any landscaping in the right-of-way and any medians of the roads within the Property. Developer may transfer its maintenance obligation to a homeowner's association established for the Riverchase Estates development, provided, that the transfer is for perpetual maintenance.

(2) County acknowledges that the residential portion of the Property will be a restricted access community. Construction and maintenance of all roads within the restricted access community is the responsibility of the Developer. Developer may transfer its maintenance obligation to a homeowners' association established for the Riverchase Estates development, provided, that the transfer is for perpetual maintenance.

(3) Developer agrees to maintain the landscaping at the entrance to the residential portion of the Property on Riverside Road and obtain any necessary easements therefore from the South Carolina Department of Transportation. Developer's obligation to maintain the landscaping is limited to mowing and planting of grass, trimming and planting of shrubs, trees and other vegetation, and maintenance and operation of any associated irrigation system. County agrees to cooperate with Developer in obtaining an easement or other related approvals. Developer may transfer its maintenance obligation to a homeowners' association established for the Riverchase Estates development, provided, that the transfer is for perpetual maintenance.

(B) Potable Water. Potable water will be supplied to the Property by Lancaster County Water and Sewer District. Developer will construct, or cause to be constructed, all necessary water service infrastructure within the Property and the water service infrastructure will be maintained by the provider. County is not responsible for any construction, treatment, maintenance, or costs associated with water service or water service infrastructure to or within the Property. The water 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.

(C) Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by individual septic tank systems. The septic tank systems will comply with all environmental rules and regulations as set forth by the South Carolina Department of Health and Environment Control. County is not responsible for any construction, treatment, maintenance, or costs associated with sewage conveyance service or infrastructure to or within the Property.

Developer may obtain sewer service from other sources including Lancaster County Water and Sewer District if this service becomes readily available and prudent, at the sole discretion of Developer. In such event, Developer will construct, or cause to be constructed, all necessary sewer service infrastructure within the Property and the sewer service infrastructure will be maintained by the provider. Any such sewer service infrastructure will 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) 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 established for the Riverchase Estates development. County is not responsible for any construction or maintenance 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.

(E) 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 disposal for single, multi-family or commercial developments. Residential units shall be served by a private waste hauling company.

(F) Law Enforcement Protection. The County shall provide law enforcement protection services to the Property on the same basis as is provided to other residents and businesses within the County.

(G) Recycling Services. The County shall provide recycling services to the Property on the same basis as is provided to other residents and businesses within the County.

(H) Emergency Medical Services (EMS). Emergency medical services shall be provided by the County to the Property on the same basis as is provided to other residents and businesses within the County.

(I) Fire Services. The Property is located in the Van Wyck Volunteer Fire District and fire services will be provided by the Van Wyck Volunteer Fire Department, or successor entities.

(J) Library Service. The County shall provide library services on the same basis as is provided to other residents within the County.

(K) School Services. Public school services are now provided by the Lancaster County School District.

(L) Parks and Recreation. The County shall provide parks and recreation services on the same basis as is provided to other residents within the County.

Section 4.07 Improvement District and Revenue Bonds. Developer acknowledges that it may seek to have County Council designate part or all of the Property as an improvement district, pursuant to the County Public Works Improvement Act, codified as Sections 4-35-10 to -160 of the Code of Laws of South Carolina 1976, as amended ("Improvement District Act"), and to have the County issue improvement district revenue bonds payable from assessments imposed on the real property within the improvement district. Proceeds from any revenue bond issue would be used to defray the costs of public infrastructure to be constructed within the improvement district. County agrees to consider the creation of an improvement district for the

Property and the issue of improvement district revenue bonds. The creation of an improvement district for the Property and the issuance of improvement district revenue bonds is subject to: (i) compliance with the procedural and substantive requirements of the Improvement District Act; (ii) evaluation and determination by the County that the proposal is beneficial to the public interest after consideration of all circumstances; (iii) agreement by the County and Developer on mutually acceptable terms and conditions of all associated documents; and (iv) the County or Developer choosing, within its respective discretion, to proceed with the creation of an improvement district and the issuance of improvement district revenue bonds.

ARTICLE V

MISCELLANEOUS

Section 5.01. Notices. Any notice, demand, request, consent, approval or communication which a party is required to or may give to another party to this Agreement shall be in writing and shall be delivered or addressed to the other at the address set forth below or to such other address as the party may from time to time direct by written notice given in the manner prescribed in this section, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fourteenth (14^{th}) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided in this section. All notices, demands, requests, consents, approvals or communications to the County shall be addressed to:

County of Lancaster
Attn: County Administrator
101 N. Main St.
P.O. Box 1809
Lancaster, SC 29721

And to Developer:

LGI Land SC, LLC
Attn: Eric T. Lipar
19221 I-45 South, Ste. 200
Conroe, TX 77385

With Copy to:

Spencer & Spencer, PA
Attn. W. Chaplin Spencer, Jr.
226 East Main Street, Ste. 200
P.O. Box 790
Rock Hill, SC 29731

Section 5.02. Amendments. (A) This Agreement may be amended or cancelled by mutual consent of the parties to the Agreement. An amendment to this Agreement must be in writing. No statement, action or agreement made after the Effective 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) If an amendment to this Agreement constitutes a major modification, the major modification may occur only after public notice and a public hearing by the County Council. A "major modification" means: (i) any increase in maximum gross density of more than 10% of development on the Property over that set forth in this Agreement; (ii) land use changes that are inconsistent with the land uses contained in this Agreement; (iii) any major miscalculations of infrastructure or facility needs from that contemplated in this Agreement and which create demand deficiencies; or (iv) any other significant deviation from the development as contemplated in this Agreement.

(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 Effective 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.

Section 5.03. Periodic Review. At least every twelve months, the County planning director 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 County planning director finds and determines that the Developer has committed a material breach of the terms or conditions of this Agreement, the County planning director 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: (1) to rebut the finding and determination; or (2) 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 S.C. Code § 6-31-110, as amended. 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: (1) that this Agreement is in full force and effect; (2) that this Agreement has not been amended or modified, or if so amended, identifying the amendments; and (3) 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 (4) 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 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 jurisdiction and venue for disputes relating to this Agreement is the Sixth (6^{th}) Judicial Circuit of the State of South Carolina.

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

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

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

SIGNATURES FOLLOW ON NEXT PAGE.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below written.

WITNESSES:

DEVELOPER:

LGI Land SC, LLC,
a South Carolina limited liability company

By: LGI GP, LLC, a Texas limited liability company, its Manager
By: LGI Holdings, LLC, a Nevada limited liability company, its sole member

By: _____
Name: Thomas E. Lipar
Title: Sole Member/Manager

Date: 7-15-2008

ADDITIONAL SIGNATURES FOLLOW ON NEXT PAGE.

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WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Rudy L. Carter
Chair, County Council

Date: 7-7-08

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

By: _____
Wesley Grier
Secretary, County Council

Date: 7-7-08

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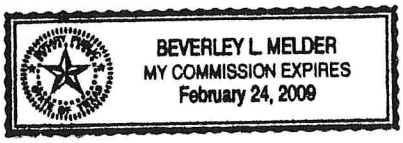
STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named LGI Land SC, LLC, by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.



First Witness Signs Again Here

Seal

SWORN to before me this
15th day of July, 2008.

Beverley L. Melder
Notary Public Signs AS NOTARY
Notary Public for the State of ~~South Carolina~~ Texas
My Commission Expires: 2-24-2009

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STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF LANCASTER)

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named County of Lancaster by its duly authorized officer/s sign, seal and as its act and deed deliver the within written instrument and that (s)he with the other witness above subscribed, witnessed the execution thereof.

First Witness Signs Again Here

Seal

SWORN to before me this
7 day of July, 2008.

Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires: 8-3-08

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Exhibit A
Property Description

Riverchase Estates

Alexander Tract, 2.73 acres, part of tax map number 0030-00-001.00 and set forth on the Boundary Survey recorded on July 19, 2007 in Plat Book 2007, at page 869 with the Register of Deeds for Lancaster County, South Carolina.

Catawba River Investments Tract, 1980.593 acres, tax map number 0030-00-002.00 and set forth on the Boundary Survey recorded on April 4, 2007 in Plat Book 2007, at page 317 with the Register of Deeds for Lancaster County, South Carolina.

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Exhibit B
Development Conditions
and
Development Acreage and Information

Development of the Property shall occur in accordance with the provisions of this Agreement, specifically including, but not limited to, Section 1.06, this Exhibit B and the Preliminary Plan shown on Exhibit F.

Conditions and Exceptions

In addition to any other condition or exception that may apply to the Property, the following conditions and exceptions apply:

1. The minimum lot widths can be reduced so long as the lot width, as measured at the front setback, maintains a minimum width of no less than 100 feet. In the event of any conflict between this Agreement and regulations of the South Carolina Department of Health and Environmental Control (SCDHEC) regarding lot size or setbacks with lots using septic tank systems, SCHEC regulations shall govern and control.
2. The front setback shall be no closer than 40 feet to the road right-of-way, as measured parallel to the road right-of-way. Improvements may be set back an unlimited distance from the front road right-of-way provided that all rear setbacks are at least 25 feet.
3. For lots located along road curvatures and cul-de-sacs, the minimum frontage shall not be less than 25' as measured along the right-of-way. Lot lines may be at angles less than 90 degrees to the road right-of-way so long as the minimum lot width requirement is met at the right-of-way and at the front setback. Flag lots shall be permissible so long as the minimum lot widths, as measured at the road right-of-way and the front setback, are met. Flag lots can be established to take advantage of topographic and geographic restrictions.
4. County agrees that Developer may place the promotional Riverchase Estates signs on the Property in accordance with Exhibit G attached hereto and incorporated herein by reference.
5. Developer may submit section specific subdivision approval plans to the Planning Commission and each section can be approved independent of each other (subdivision can be approved in phases/sections) and upon approval of the section subdivision approval, each approval shall be vested until the expiration of the specified rights of the Agreement unless a subdivision section is approved in the last two years of the Agreement vested rights period, then that subdivision approval shall be vested for a period of 2 years after expiration of the vested rights period set forth in this Agreement. This provision is subject to the maximum lot density limitations set forth elsewhere in this Agreement.
6. Changes to approved subdivision plans can be made so long as the changes are internal to the site and does not decrease the amount of dedicated open space nor changes the general character of the approved subdivision plan. Changes can include revisions to lots, roads and other items that are subject to final engineering design and

can be demonstrated to Planning Staff that changes are necessary and will not be detrimental to the general public and/or the development. All such changes shall be administratively approved.

7. Developer shall be allowed flexibility in its road design because all interior roads shall be owned and maintained by the Homeowner's Association (HOA). Roads shall not be subject to the requirements set forth in the UDO, but must comply with the following minimum standards:

Description:	Collector Roads	Local Roads
Road Right-of-Way	66 Feet	60 Feet
Pavement Width	24 Feet (12' Lanes)	22 Feet (11' Lanes)
Centerline Curve Radius	250 Feet (min.)	150 Feet (min.)
Tangent Between Reverse Curves	None Required	None Required
Tangent at Intersections	None Required	None Required

a. Ditch sections shall be permissible for all roadways and ditches shall be lined (rip rap, paved, geotextile fabrics, etc as necessary to stabilize ditch sections.

b. Curb and gutter, when used, shall be either 24" valley gutter or 24" standard curb. Median curb shall be type approved by SCDOT for such application.

c. As security for roads, Developer may provide a bond or letter of credit equal to not less than 100% of construction costs.

d. Sidewalks are not required.

e. As used in this Agreement, collector roads shall mean and refer to only those roads that have the ability to move traffic from one section of the Property to another.

8. Developer will not develop any property along the Catawba River that is located in the flood plain as set forth and marked on Exhibit F. Notwithstanding the foregoing, residential lots may extend into portions of the flood plain provided that no dwelling may be constructed in the flood plain. The remaining flood plain areas immediately adjacent to the Catawba River and constituting a majority of the flood plain for the Property, will be platted as a natural area and turned over to a homeowner's association established for the Riverchase Estates development. Developer will grant County a ten-foot wide easement through the natural area, at location designated by Developer with input and consultation from County, to allow connection with future walking trails along the Catawba River.

9. Developer shall record restrictive covenants on the Property with the Register of Deeds for Lancaster County, South Carolina to ensure that no residential dwelling is less than 2,400 square feet.

10. Prior to the installation of water and sewer for the Riverchase development, at the request of the Developer, the County agrees to issue up to ten (10) building permits for model single family residences for sale and/or business offices related to the development (collectively, "Model Homes"). The Model Homes may be connected to temporary water and sewer services, including septic tanks, provided, that the Model Homes shall be connected to permanent water and sewer services as soon as the permanent services are available. Prior to issuing the building permits for the Model Homes, Developer shall provide County with proof of applicable approvals by

other government entities, including, but not limited to the South Carolina Department of Health and Environmental Control. Except for the water and sewer connections, Developer must comply with all ordinary requirements for the issuance of building permits including, but not limited to, any then applicable county-wide building, housing, electrical, plumbing, and gas codes. Developer agrees that County shall not issue a certificate of occupancy for the Model Homes until the Model Homes are connected to permanent water and sewer service and meet otherwise applicable requirements, provided, that the absence of a certificate of occupancy does not prevent Developer from the using the Model Home for Model Home purposes.

11. Because of the approximately 500 acres of the Property that will not be developed, the heavily wooded lots and lot restrictions preventing owners from clearing any tree larger than 3" except for footprints and driveways, Developer shall not be required to provide any further landscaping on the residential portion of the Property or provide any performance guarantees thereof. The commercial portion of the property shall be governed by the applicable provisions of the UDO.

Density and Acreage Information

- The total number of acres used to calculate density is one thousand nine hundred thirty nine (1,939). This number excludes approximately 41.67 acres of proposed commercial property.
- The overall density for the residentially zoned portions of Riverchase Estates development is 645 units per acre using septic tank systems for the entire Property.
- The overall density for the residentially zoned portions of Riverchase Estates development is 1 unit per acre if sewer service is obtained from Lancaster Water and Sewer District or other sources for portions of the Property.

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Exhibit C
Development Schedule

Construction Item	Start Date	Complete Date
Off-site Waterline 30" LCWSD to Development	Summer '08	Winter '08
Roadway Construction Section 1 - 320 Lots	Summer '08	Fall '09
Roadway Construction Section 2 - 440 Lots	Spring'10	Fall '11
Club House with Amenities	Fall '10	Fall '11
Roadway Construction Section 3 - 440 Lots	Fall '12	Spring '14

Developer intends to sell lots to individual property owners. Future property owners can commence house construction in Fall '09. Build out is difficult to predict with individual lot owners constructing custom homes.

It is anticipated that 15% of the lot owners will commence construction each year. Based upon initial sales of 200 lots, the build out estimate is as follows:

2009 30 homes started
2010 50 homes started
2011 80 homes started
2012 100 homes started
2013 260 homes started
2014 260 homes started
2015 260 homes started
2016 160 homes started

*these estimates are based upon septic tank systems and will increase if sewer service is utilized for the Property

Exhibit D
Required Information

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

(A) *a legal description of the property subject to the agreement and the names of the property's legal and equitable owners.* The legal description of the Property is set forth in Exhibit A. Developer is the legal and equitable owner of the Property.

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

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

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

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

(F) *a description of the public facilities that will service the development, including who provides the facilities, the date any new facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development construction timeline for those facilities. If the agreement provides that the County shall provide certain public facilities, the agreement shall provide that the delivery date of the public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.* See Article IV, including specifically Section 4.06.

(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. Property immediately along the Catawba River and located in the floodplain will be preserved as set forth in Exhibit B.

(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 C.

(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 E.

(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 E
Laws and Land Development Regulations

1. Ordinance No. 891 zoning the Property R-30 Low Density Residential/Agricultural District.
2. Ordinance No. 892, approving this Development Agreement.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663.
4. Unified Development Ordinance of Lancaster County: Ordinance No. 309, as amended as of the Submission Date. A copy of the Unified Development Ordinance is on file in the office of the County Planning Department.
5. Land Development Regulations of Lancaster County: Ordinance No. 328, as amended as of the Submission Date of this Agreement. The Land Development Regulations of Lancaster County are included in the Unified Development Ordinance of Lancaster County, a copy of which is on file in the office of the County Planning Department.

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Exhibit F
Preliminary Plan

NOTE: A full size copy of the Preliminary Plan dated February 21, 2008 is on file with the Lancaster County Planning Department.

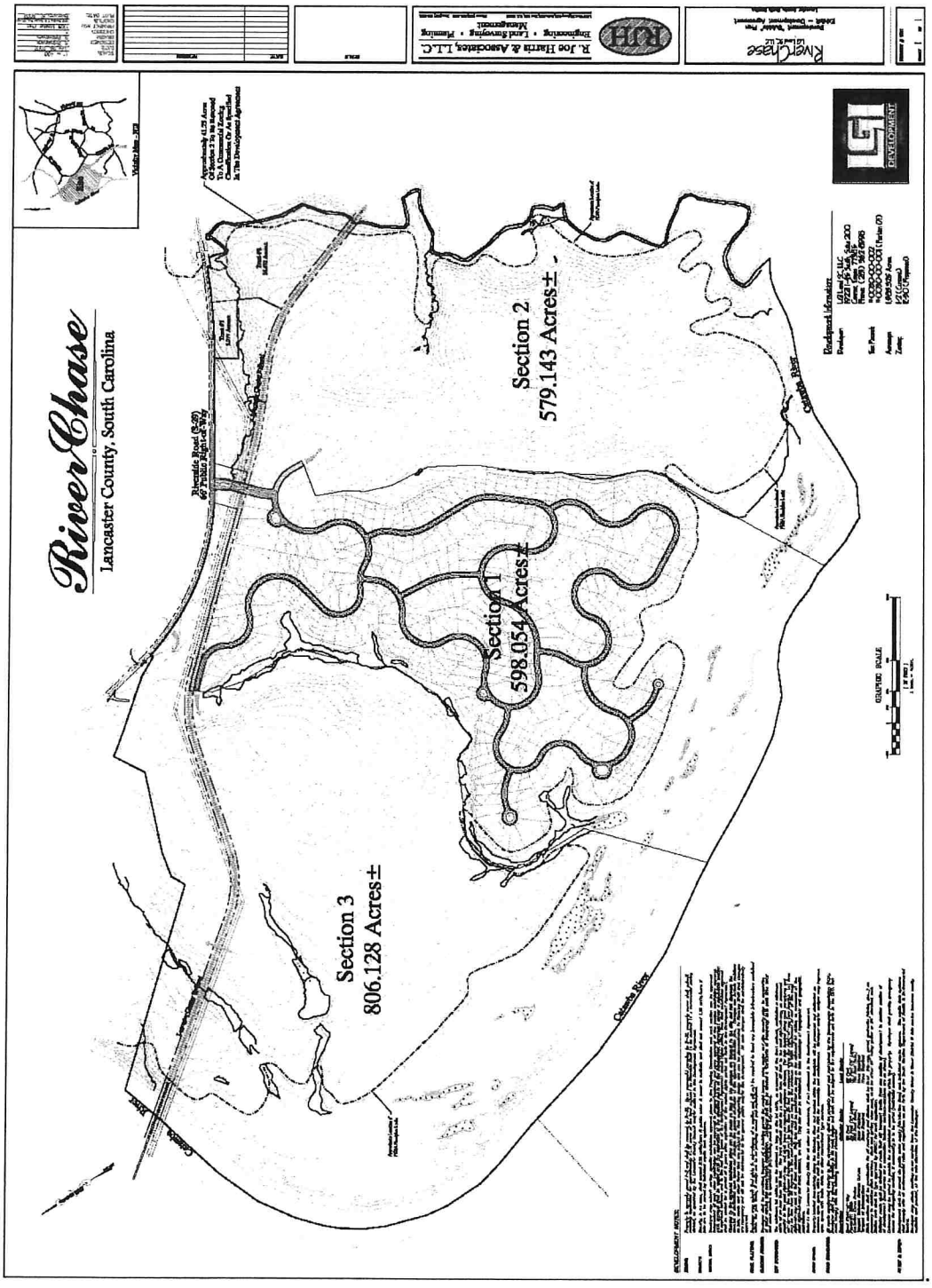
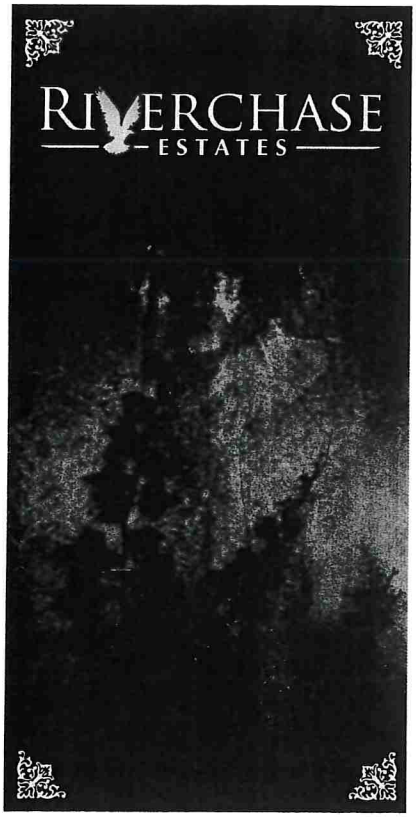
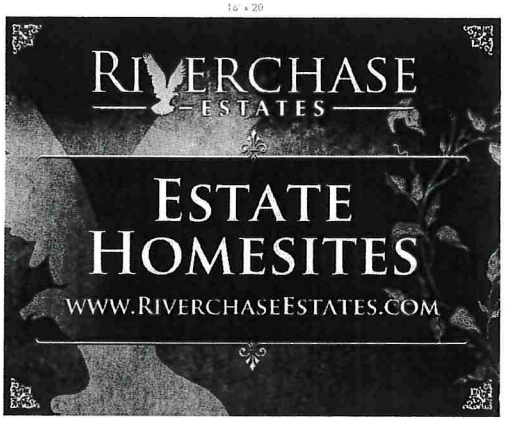


Exhibit G
Riverchase Estates Signage



Size: 8'x 4'
Quantity: 20
Location: Property line along Riverside Road.



Size: 16' x 20'
Quantity: 5
Location: Near entrance of Riverchase Estates and inside development.

On Riverside Drive, signs must be at least 500' apart

Subcollector vs. Subcollector

Penelope Karagounis

From: Brandon Pridemore [bpridemore@rjoeharris.com]
Sent: Wednesday, June 18, 2008 12:50 PM
To: 'Penelope Karagounis'
Cc: 'Justin Starbuck'; ckarres@lancastercountysc.net; MEy@MCNAIR.NET; 'Spencer, W. Chaplin'; 'Ron Dziuk'; 'Butch Alanis'; kengreen@rjoeharris.com; mloftis@rjoeharris.com
Subject: RiverChase - Sight Triangles

RiverChase - Sight Triangles.p...

Penelope,

Please find attached an overall sight triangle exhibit for Section 1, per your discussions with Justin over the past couple of days. LGI Land is agreeable to the format presented and please confirm that Lancaster County is agreeable as well, as this will also serve as a template for sight triangle requirements for the future Sections.

If okay, we will update our final plat maps to include these sight triangles so it is accurately depicted at the time of recordation.

Thank you.

Brandon

Lancaster County
Planning Department
P. O. Box 1809
Lancaster, SC 29721
803.285.6005
planning@lancastercountysc.net

May 10, 2023

Daniel Gates
R. Joe Harris & Associates, Inc.
127 Ben Casey Drive
Fort Mill, SC 29708

Project Number	20221205
Project Name	Riverchase Estates Section 3
Location	Riverside Road
Stage	Preliminary Plat
Parcel(s)	0030-00-002.00
Status	Not Approved

Dear: Daniel Gates

We have completed our review of the plan identified above. The comments listed on the attached report must be addressed and revised plans submitted with a response letter.

If the attached comments require changes to the plans, please submit the requisite number of sets, along with a pdf of the plan set on a CD, to the Lancaster County Planning Department.

Once revised plans are received, they will be submitted to staff for review.

Please be aware that plans will not be routed for review without a response letter

Sincerely,

Chanda Kirkland

Chanda Kirkland, Development Service Coordinator
Lancaster County Government
101 N Main St
Lancaster, SC 29720
P: (803) 416-9390

Plan Review Comments

County Engineer - Stephen Blackwelder - 8035482406 — Not Approved
sblackwelder@lancastersc.net

Review Comments:

General Comments:
1. Most of our comments and questions will be at the Construction Document review of the civil plans. Below are some general observations from the sketch plan submitted.
2. This location is in the SCDHEC jurisdiction for stormwater control measures. Our office will review the plan in an advisory capacity.
a. An erosion control plan will be needed in the Construction Documents. The amount of proposed disturbed area will determine the extent of your erosion control plan, SWPPP, etc.
b. At our last check the SC DHEC Land Disturbance permit for Riverchase had expired. Has this been renewed or a new permit obtained?
3. Encroachment permit through SCDOT will need to be obtained. The new proposed access on Riverside will need to meet SCDOT requirements for sight distance, design, and separation from other roads/drives.
4. The improvements from the approved TIA will need to be included in the civil plans and must have a phasing trigger based on the number of trips generated or they will be required at the final plat stage.
5. We understand the plan for this subdivision is to have individual lot grading and not mass grading. A plan for ditches/drainage between lots will need to be submitted so that future drainage conflicts between adjoining property owners can be minimized.
a. We have particular concerns about the lots on Clayton Avenue (206-218). The slope in this area is severe such that drainage from upper lots will impact the lower ones.
6. On sheet C.100, there is a phase line on the left side but it is unclear as to the line separating the phases within the lots.
7. This parcel is adjacent to the Catawba River and is in an “A” Zone as far a Flood Plain goes. We strongly suggest a study on the Catawba to fill in the gap between the AE Zone sections to make the 100-year flood elevation a better-known number.
a. All insurable elements of the houses will need to be at least 2’ above the 100 years flood elevation. We strongly suggest more than the required minimum of 2’ above since the Catawba River has such a large watershed.
8. On sheet C1.15, the residential street standard does not match the standards set forth in our current UDO.
9. We assume these lots will have septic systems. Those will need to be permitted through SC DHEC. This is a separate process from the land disturbance permitting.

E911 Address - Sandra Burton - (803) 416-9325 — Not Approved
sburton@lanc911.com

Review Comments:

Road names submitted and approved are:
Locust Ln--on plat
Cedar Ridge Way--on plat
Oak Valley--need suffix if used, can not use Lane
Antonella--need suffix if used
Sparano--need suffix if used
Cantador--need suffix if used

Currently Wildflower Dr and Clayton Av are on the plat but these are not allowed. Please update plat with approved road names.
Sherman Dr is on plat and approved as it is continued from previous phase of Riverchase.

Once all road names are approved on plat, they will be sent to the Planning Committee for approval.

Fire Marshal - John Magette - 8032838888 — Not Approved
jmagette@lancastersc.net

Review Comments:

1. Egress and ingress gates will need Click2Enter system and a Knox key override switch.
2. Plan appears to show an 8 foot gate at ingress and egress point. Gate would need to be a minimum of 11 feet wide to provide emergency vehicle access.
3. Plan does not show widened areas at fire hydrants that are not at intersections or cul-de-sacs.

LC Water & Sewer District - Erin Evans - 8032856919 **No Review Done**
eevans@lcwasd.org

Review Comments:

LCWSD is a separate entity from the County. We have our own submittal requirements. Please check our website, www.lcwasd.org, under the Developers tab for our policies and procedures.

The developer must submit 2 sets of hard copy water and sewer plans directly to LCWSD, adhering to the LCWSD Water & Wastewater Extension Policy.

Please contact LCWSD to discuss onsite and offsite infrastructure requirements for this project.

Planning - Ashley Davis - 803-416-9433 **Not Approved**
adavis@lancastersc.net

Review Comments:

Please submit a modified development schedule and narrative of explanation and justification as required by section 1.07 of Ordinance # 892 to be distributed to County Council for review.
- Confirm all road dimensions are consistent with those required by Exhibit B: Section 7 of the Development Agreement.
- Exhibit B: Section 8 requires a minimum easement of 10' wide be transferred to the County for a future walking trail. Show general proposal for trail location with specifics to be determined at Civil Construction stage and finalized at Final Plat.

LC School District - Bryan Vaughn - (803) 286-6972 **Approved**
Bryan.Vaughn@lcsd.k12.sc.us

Review Comments:

SCDOT - David Gamble - (803) 385-4280 **Conditional**
GambleDD@scdot.org

Review Comments:

If a TIA is required it must be submitted to SCDOT for review.

Site access must meet minimum driveway spacing and sight distance requirements.

This review is a general access location review only and does not include required driveway widths, radius returns, pavement design or any other details.

A full review for compliance with the SCDOT ARMS manual will be conducted when the SCDOT permit is applied for.

Agenda Item Summary

Ordinance # / Resolution #: RZ-2023-0531 Crossridge 4
Contact Person / Sponsor: A. Davis
Department: Planning
Date Requested to be on Agenda: 5/16/2023

Issue for Consideration:

Points to Consider:

Recommendation:

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	5/9/2023	Planning Staff Report
Application	4/28/2023	Exhibit
Location Map/Zoning Map	4/28/2023	Exhibit

PROPOSAL:	Request to rezone portions of 4 parcels totaling approximately 5.81 acres of property, exchanging PDD-26 for RB to conform zoning within existing road boundaries
PROPERTY LOCATION:	At and adjacent to 8574 Charlotte Highway
PROPOSED ZONING	1.79 acres (p/o 0010-00-059.00) and 1.31 acres (p/o 0010-00-061.01) from PDD-26 to Regional Business (RB). 1.09 acres (p/o 0010-00-057.00) and 1.62 acres (p/o 0010-00-056.00) from Regional Business (RB) to PDD-26.
APPLICANT:	Ben Cerullo on behalf of Crossridge Development LLC
COUNCIL DISTRICT:	District 7, Brian Carnes
STATUTORY NOTICES:	Hearing notice published 4/29/2023 in The Lancaster News And 5/03/2023 in Carolina Gateway Sign(s) posted 4/27/2023 Mailed notices 4/28/2023 Posted agenda in lobby 5/09/2023

OVERVIEW:

Proposal

The applicant has requested to rezone portions of four parcels totaling 5.81 acres at and adjacent to 8574 Charlotte Highway: 1.79 acres (p/o 0010-00-059.00) and 1.31 acres (p/o 0010-00-061.01) from PDD-26 to Regional Business (RB); ad 1.09 acres (p/o 0010-00-057.00) and 1.62 acres (p/o 0010-00-056.00) from Regional Business (RB) to PDD-26. The intent is to adjust boundaries of parcels under current development, in order for zoning conformity within existing parcel and road boundaries.

Site Information

The acreage proposed to be rezoned is currently vacant; primary access to the site overall will be provided via Highway 521. Crossridge Boulevard, Parkway Drive, and Worldreach Drive provide internal connections throughout the overall development.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by Regional Business and PDD-26 zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RB	Crossridge/Inspiration Network
South	Lancaster County	RB	Small businesses – Highway corridor
East	Lancaster County	PDD-26	Collins Road PDD
West	Lancaster County	RB, GB	Small businesses – Highway corridor

ANALYSIS & FINDINGS:

Zoning Districts

PDD Legacy District: A PDD is a Planned Development District. The 1998 Edition of the Lancaster County Unified Development Ordinance (UDO) defined the PDD district as a *" … district is designed to accommodate a mixture of compatible residential, office, commercial, or other uses of land which are planned and developed as an integral unit and which, due to such mixture of uses or other aspects of design, could not be located in other districts established in this ordinance without compromising the proposed concept of integrated and flexible development*."

Under the 2016 edition of the Lancaster County UDO, the PDD district was not carried forward as an active district but instead as a Legacy District. This designation allows PDDs to continue to develop under the PDD master plan, relevant development agreements, and under the development standards which were in place at the time of the PDD approval. The legacy district designation does not, however, allow substantial changes to the acreages within a PDD.

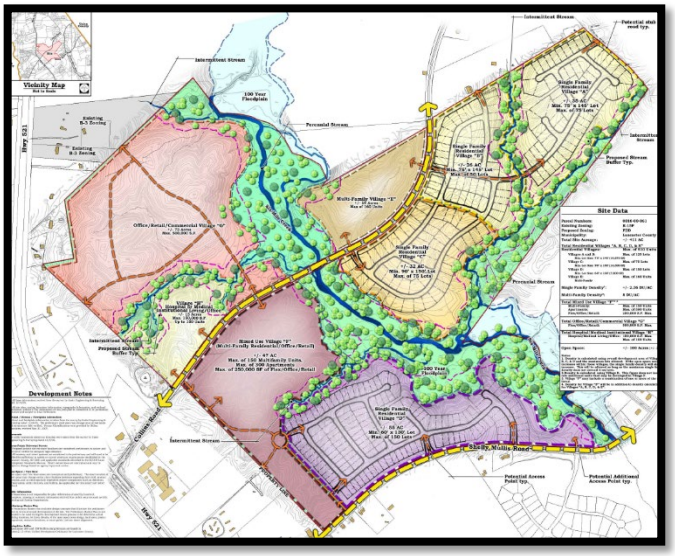
Regional Business District: UDO Chapter 2.3 describes the requested RB District as *"… generally located on the major thoroughfares in the community and provides opportunities for the provision of offices, services, and retail goods to meet the surrounding region. The regulations for this district are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

Compatibility with Surrounding Area

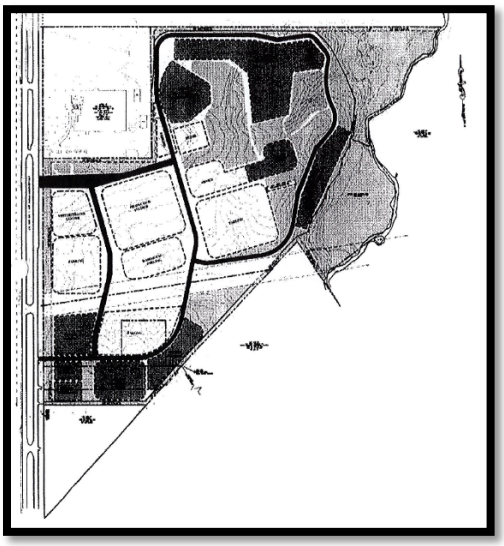
The subject property is surrounded by a variety of districts, mostly business to the north, west and south. There are large tracts to the east zoned PDD, part of the Crossridge/Collins Road PDD.

Background and Analysis

PDD-26 was formally approved by the Lancaster County Council on December 1, 2008 via Ordinance #959. The plan depicted below was the Master Plan for PDD-26:

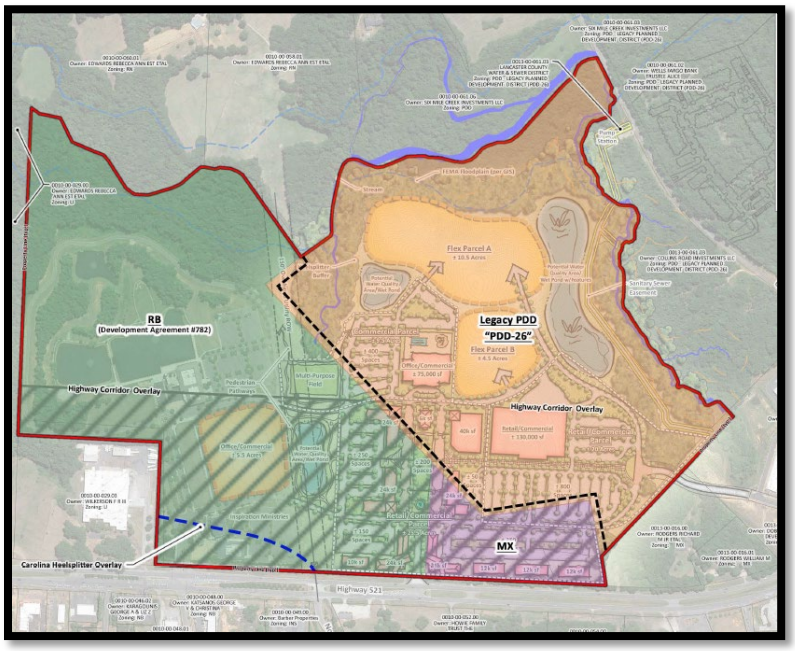


Approximately one year earlier Lancaster County Council approved Ordinance #782 which served as a Development Agreement for the development of the "City of Lights" now known as Crossridge. The original plan for Crossridge is depicted below:



These two plans did not originally contemplate the fully integrated site which has developed over time. As the sites became more integrated, due primarily to common ownership, the road networks which exist today were constructed. Over the years the County and the developer have worked together to determine the best way to ensure a cohesive development on this site.

However, as you can see depicted in a prior sketch plan the various zonings and regulatory documents have made the cohesive development of the site challenging for both the developers as well as the county staff reviewers.

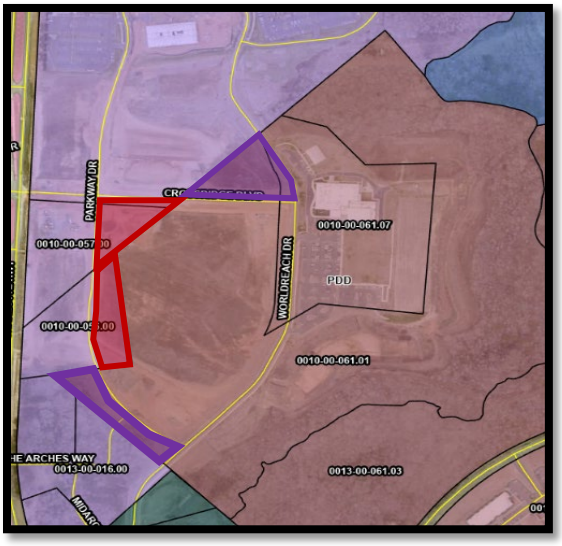


In 2019, two parcels along Hwy 521 were rezoned from Mixed-use (MX) to RB. Narrowing the scope of the development from three zoning districts down to two.

Because of the PDD legacy status the full RB area cannot be rezoned and added to the PDD area, and the PDD area cannot be removed from the PDD and zoned to RB.

Therefore, in an effort to simplify development requirements and plan review while also complying with existing regulations the current case essentially proposes a "swap" of zoning which will coincide with a lot line adjustment. This change will align the zoning and lot lines with the existing road network and simplify the plan development and review process.

As proposed a total of 3.1 acres would be rezoned from PDD to RB; and 2.71 acres would be rezoned from RB to PDD.



STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone 5.81 acres (1.79 acres (p/o 0010-00-059.00) and 1.31 acres (p/o 0010-00-061.01) from PDD-26 to Regional Business (RB); ad 1.09 acres (p/o 0010-00-057.00) and 1.62 acres (p/o 0010-00-056.00) from Regional Business (RB) to PDD-26, pursuant to the following findings of fact:

1. That the subject project consists of the following parcels: TM#s p/o 0010-00-059.00, 0010-00-061.01, (p/o 0010-00-057.00, & p/o 0010-00-056.00)
2. That the subject properties are currently zoned RB and PDD-26 District and proposed to be rezoned PDD-26 and RB District;
3. That the proposed Districts are consistent with the surrounding area which is comprised of PDD, GB and RB Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

Lancaster County
South Carolina

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

ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

Property Address 8574 Charlotte Hwy

City Indian Land State SC Zip 29707 Tax Parcel ID 0010-00-057.00, 0010-00-056.00, 0010-00-061.01, 0010-00-059.00

Current Zoning RB and PDD 26 Current Use Vacant

Proposed Zoning RB and PDD 26 Total Acres

Project Description Zoning line adjustment on parcels

Surrounding Property Description Commercial Uses or vacant

CONTACT INFORMATION

Applicant Name Ben Cerullo, Chief Operating Officer

Address 3000 World Reach Dr

City Indian Land State SC Zip 29707 Phone (803) 587-1000

Fax Email bcerullo@bencerullo.com

Property Owner Name Ben Cerullo, Chief Operating Officer

Address 3000 World Reach Dr

City Indian Land State SC Zip 29707 Phone (803) 587-1000

Fax Email bcerullo@bencerullo.com

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

Ben Cerullo — Applicant — 4/20/23 — Date

Property Owner(s) — 4/20/23 — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

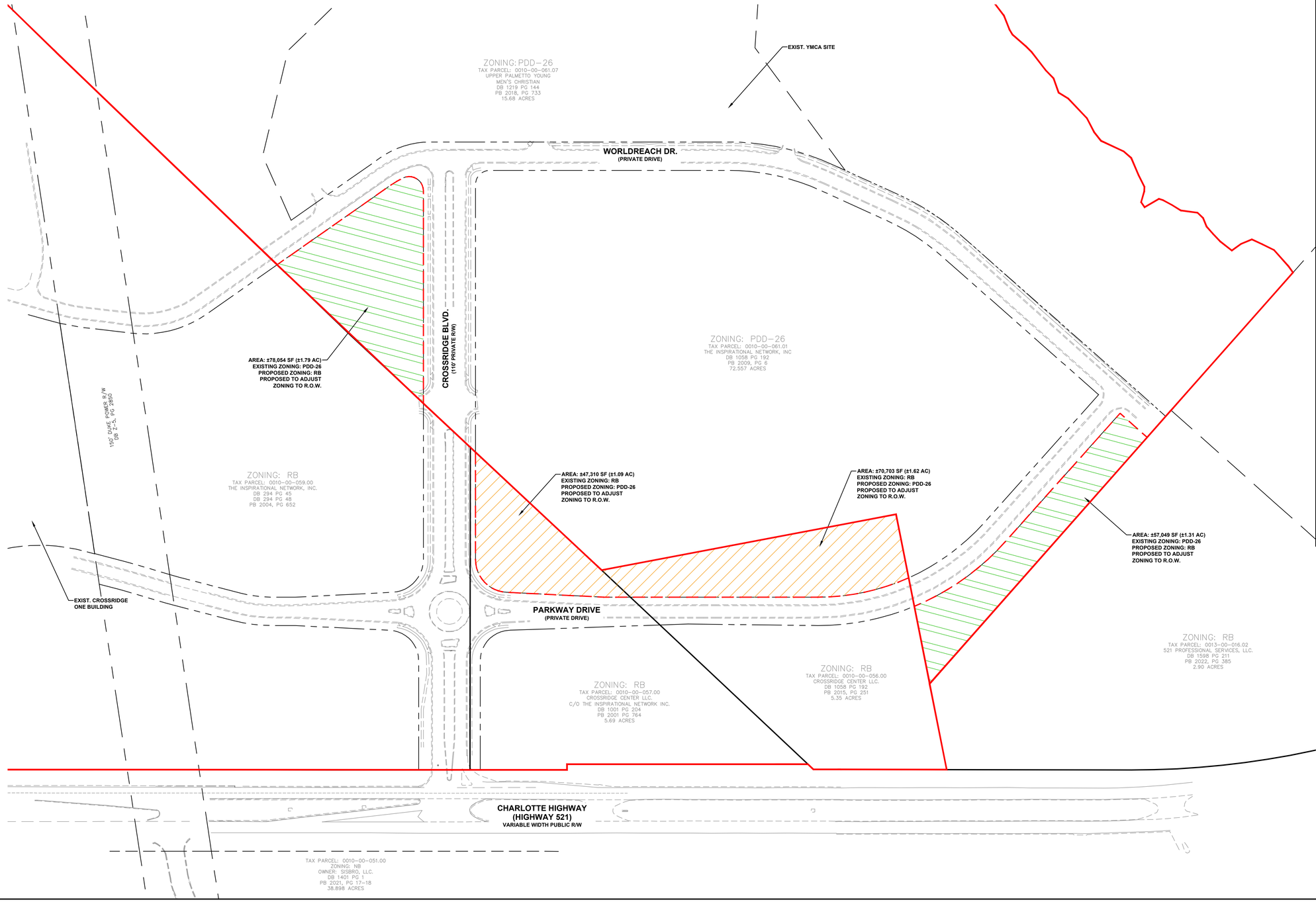
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and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

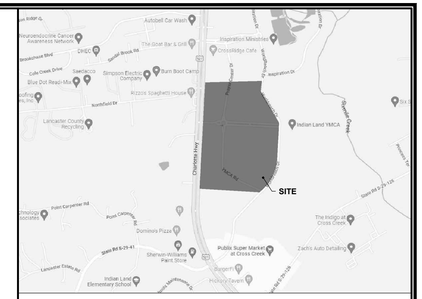
2. **Planning Commission**

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

3. **County Council**

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





VICINITY MAP

NTS

NORTH

GENERAL NOTES:

1. ALL SITE PLAN, ZONING AND WETLAND INFORMATION UTILIZED IN THE PREPARATION OF THIS PLAN IS CONSIDERED TO BE PRELIMINARY IN NATURE AND SUBJECT TO CHANGE AND FINAL VERIFICATION.
2. DRAFT: DO NOT RELY ON THIS DOCUMENT.

BASE INFORMATION:
BOUNDARY AND BASE INFORMATION TAKEN FROM "TOPOGRAPHIC SURVEY CROSSRIDGE CENTER LLC TAX PARCEL 0010-00-059.00" BY ESP ASSOCIATES, INC. DATED 02/14/23.

PUBLIC INFORMATION:
ESP ASSOCIATES IS NOT RESPONSIBLE FOR PLAN DEFICIENCIES CREATED BY INCORRECT, INCOMPLETE AND MISSING OR OUTDATED INFORMATION DERIVED FROM PUBLIC SOURCES SUCH AS GIS PLANNING AND ZONING DEPARTMENTS.

LEGEND:

- PROJECT BOUNDARY
- CONTOURS
- STREAMS
- FLOODWAYS
- WETLANDS / PONDS

PROPOSED ZONING LINE ADJUSTMENTS

EXISTING ZONING	PROPOSED ZONING	ACREAGE	LEGEND
PDD-26	RB	± 3.10 AC	
RB	PDD-26	± 2.71 AC	

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

NORTH ORIENTED TO SC GRID (NAD83/2011)

CROSSRIDGE COMMERCIAL - PHASE 4

ZONING EXHIBIT

ESP JOB: WD20.105 4/20/2023

GRAPHIC SCALE

100' 0 50' 100' 200' 400'

(IN FEET)
1 INCH = 100 FT.

Crossridge Development, LLC
3000 World Outreach Dr.
Indian Land, SC 29707