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

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

May 10, 2021 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

AGENDA

1. **Call to Order Regular Meeting - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Allen Blackmon**
4. **Approval of the Agenda**

   [deletion and additions of non-substantive matter]
5. **Special Presentations**

   a. Recognition of Josh Faulkenberry as the 2020 South Carolina Paramedic Of The Year - Presented by Chairman Steve Harper and EMS Director Clay Catoe

   b. Special Announcement regarding Rock Hill Fort Mill Area Transportation Study (RFATS) Action - Councilman Brian Carnes
6. **Citizens Comments**

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

   [Items listed under the Consent Agenda have previously been discussed by Council and approved unanimously. As such, these items are normally voted on as a group through a single vote rather than with a Council vote for each individual item. However, any Council member may remove any item on the Consent Agenda for individual discussion and vote]

a. Approval of Minutes from the April 13, 2021 County Council Committee Of The Whole Meeting

b. Approval of Minutes from the April 26, 2021 County Council Regular Meeting

c. 3rd Reading of Ordinance 2021-1729 regarding Rezoning Property of Matthew & Heather Ellis from Rural Business (RUB) to Rural Residential (RR)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A Portion Of 6815 Shiloh Unity Road (TMS # 0054-00-029.04) From RUB, Rural Business District, To RR, Rural Residential District ***- Planning Department Case Number: RZ-2021-0114. Planning Commission recommended approval by a unanimous vote. Passed 7-0 at the April 12, 2021 County Council Meeting. Passed 7-0 at the April 26, 2021 County Council Meeting. - Rox Burhans***

d. 3rd Reading of Ordinance 2021-1730 regarding Rezoning Property of Matthew & Heather Ellis from Rural Residential (RR) to Rural Business (RUB)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A Portion Of Old Camden Monroe Highway (TM # 0054-00-029.05) From RR, Rural Residential, To RUB, Rural Business District. ***- Planning Department Case Number: RZ-2021-0261. The Planning Commission recommended approval by a unanimous vote. Passed 7-0 at the April 12, 2021 County Council Meeting. Passed 7-0 at the April 26, 2021 County Council Meeting. - Rox Burhans***

8. <u>Non-Consent Agenda</u>

a. 1st Reading of Ordinance 2021-1742 regarding Authorization for the Issuance and Sale of Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Ordinance Title: An Ordinance To Authorize And Provide For The Issuance And Sale Of Not To Exceed $4,100,000 Principal Amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3; To Provide For The Execution Of A Second Supplemental Indenture Thereto, A Bond Placement Agreement, A Continuing Disclosure Agreement And Other Related Documents For The Series 2021A-3 Bonds; To Approve An Updated Assessment Roll A For Bond Area 3; To Make Other Covenants And Agreements In Connection With The Foregoing; And To Provide For Other Matters Relating Thereto ***- John DuBose***

b. 1st Reading of Ordinance 2021-1740 regarding Amending the Fiscal Year 2020-2021 Budget

Ordinance Title: An Ordinance To Amend Ordinance No. 2020-1665, Relating To The Appropriation Of Funds And The Approval Of A Detailed Budget For Lancaster County For The Fiscal Year Beginning July 1, 2020 And Ending June 30, 2021 (FY 2020-2021), To Further Provide For Revenues And Expenditures During The Fiscal Year; And To Provide For Matters Related Thereto. ***- Kim Belk***

c. Resolution 1150-R2021 regarding Approval of the Transfer of the Springdale Park Property from the City to the County

Resolution Title: A Resolution Approving The Transfer Of The Property Known As Springdale Park Owned By The City Of Lancaster, South Carolina To The County Of Lancaster, South Carolina ***- Steve Willis/John DuBose***

d. Resolution 1151-R2021 regarding Approval of the Transfer of the Woodland Hills Tennis Property from the City to the County

Resolution Title: A Resolution Approving The Transfer Of The Property Known As Woodland Hills Tennis Owned By The City Of Lancaster, South Carolina To The County Of Lancaster, South Carolina ***- Steve Willis/John DuBose***

e. Resolution 1152-R2021 regarding Approval of the Transfer of the Country Club Park Property from the City to the County

Resolution Title: A Resolution Approving The Transfer Of The Property Known As Country Club Park Owned By The City Of Lancaster, South Carolina To The County Of Lancaster, South Carolina. ***- Steve Willis/John DuBose***

f. Public Hearing and 3rd Reading of Ordinance 2021-1719 regarding Accutrex Expansion Fee In Lieu

Of Tax and Special Source Revenue Credits

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Accutrex Products, Inc. Precision Parts Division Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. ***- Passed 7-0 at the April 12, 2021 County Council Meeting. Passed 7-0 at the April 26, 2021 County Council Meeting. - Jamie Gilbert***

g. Public Hearing and 3rd Reading of Ordinance 2021-1731 regarding a Quit Claim Title to Real Property for an Unnamed Road that Extends From Norfolk Drive to Lynwood Drive

Ordinance Title: An Ordinance Authorizing Lancaster County To Quit Claim Title To Real Property For An Unnamed Road That Extends From Norfolk Drive To Lynwood Drive. ***- Passed 7-0 at the April 12, 2021 County Council Meeting. Passed 7-0 at the April 26, 2021 County Council Meeting. - Steve Willis/John DuBose***

h. 2nd Reading of Ordinance 2021-1732 regarding Amending the Bylaws of the Historical Commission

Ordinance Title: An Ordinance To Amend Chapter 2, Article XI, Division 2 Of The Lancaster County Code Of Ordinances Entitled, "Historical Commission," To Provide Necessary Updates To The Language Of Various Applicable Ordinances.***- Passed 7-0 at the April 26, 2021 County Council Meeting. - John DuBose***

i. Public Hearing and 1st Reading of Ordinance 2021-1733 regarding Rezoning Property from RN, Rural Neighborhood District, to RUB, Rural Business District (Applicant Jose Sanchez)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A Ten Acre Portion Of The Approximately 102.75 Acre Parcel (TMS# 0080-00-045.00), Located At The Northwest Corner Of Flat Creek Road And Greenbriar Drive, Lancaster, South Carolina, From RN, Rural Neighborhood District, To RUB, Rural Business District. ***- Planning Department Case Number RZ-2021-0292. Planning Commission recommended disapproval by a vote of 0-7. - Rox Burhans***

j. Public Hearing and 1st Reading of Ordinance 2021-1734 regarding Rezoning Property from RN, Rural Neighborhood District, to RUB, Rural Business District (Applicant Jose Sanchez)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A Five Acre Portion Of The Approximately 102.75 Acre Parcel (TMS# 0080-00-045.00), Located At The Northwest Corner Of Flat Creek Road And Greenbriar Drive, Lancaster, South Carolina, From RN, Rural Neighborhood District, To RUB, Rural Business District. ***- Planning Department Case Number: RZ-2021-0293.The Planning Commission recommended disapproval by a vote of 0-7. - Rox Burhans***

k. Public Hearing and 1st Reading of Ordinance 2021-1735 regarding Rezoning Property Located at 923 Hamstead Circle from MDR to GB (Applicant Joyce Brooks)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A One Acre Tract Of Property (TMS# 0006N-0B-010.00), Located At 923 Hamstead Circle, Lancaster, South Carolina, From MDR, Medium Density Residential District, To GB, General Business District. ***- Planning Department Case Number: RZ-2021-0478. The Planning Commission recommended approval by a vote of 7-0. - Rox Burhans***

l. Public Hearing and 1st Reading of Ordinance 2021-1736 regarding Rezoning Property Located at 2343 Flat Creek Road from LDR to RR (Applicants Michael and Ashley Green)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A One Acre Tract Of Property (TMS# 0080-00-041.01), Located At 2343 Flat Creek Road, Lancaster, South Carolina, From LDR, Low Density Residential District, To RN, Rural Neighborhood District. ***- Planning Department Case Number: RZ-2021-0651. Planning Commission recommended approval by a vote of 5-2. - Rox Burhans***

m. Public Hearing and 1st Reading of Ordinance 2021-1737 regarding Rezoning Property Located at 182 Patterson Lane from NB to MX (Applicant Arlington Properties)

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To

Rezone A 6.7 Acre Parcel (TMS# 0005-00-091.02), Located At 182 Patterson Lane, Lancaster, South Carolina, From NB, Neighborhood Business District, To MX, Mixed Use District. ***- Planning Department Case Number: RZ-2020-2740. The Planning Commission recommended approval by a vote of 7-0. - Rox Burhans***

n. Public Hearing and 1st Reading of Ordinance 2021-1738 regarding Approval of the Master Development Plan Submission of Arlington Properties

Ordinance Title: An Ordinance To Approve The Master Development Plan Submission Of Arlington Properties, Incorporated, For A Proposed 352-Unit Apartment Development Currently Known As "Patterson Lane MF" And Located On Approximately 26.4 Acres, More Or Less, And Located At The Intersection Of Patterson Lane And Harrisburg Road (TMS #'S 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 AND 0005-00-096.00). ***- Planning Department Case Number: MXU-2020-2740. The Planning Commission recommended approval by a vote of 7-0. - Rox Burhans***

o. Public Hearing and 1st Reading Ordinance 2021-1739 regarding Approval of a Development Agreement with Arlington Properties

Ordinance Title: An Ordinance To Approve A Development Agreement With Arlington Properties, Incorporated, For A Development Project Located At The Intersection Of Patterson Road And Harrisburg Road, Lancaster, South Carolina, Establishing The Regulations For The Development Of The Property And Other Matters Related Thereto. ***- Planning Department Case Number: DA-2020-2740. The Planning Commission recommended approval by a vote of 7-0. - Rox Burhans***

9. Discussion and Action Items

a. Approval of Appointments to various Boards or Commissions

- Emily Pierce to the Health and Wellness Commission as an At Large representative to fill a four year term that will expire on 06/30/2025 (2nd Term)
- Brent Stogner to the Recreation Advisory Board as the District 3 representative to fill a four year term that will expire on 06/30/2025 (2nd Term)

b. Discussion of Planned Easement on Parks and Recreation Property - Steve Willis/Hal Hiott

c. Discussion of Airport Capital Improvement Plan (CIP) - Terminal Construction - Steve Willis/Paul Moses/Ken Holt

d. Airport Overlay - Steve Willis

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

a. HELD until the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 3rd Reading of Ordinance 2021-1726 regarding Adoption of the Capital Improvement Plan

Ordinance Title: An Ordinance To Adopt The Lancaster County Capital Improvements Plan 2021 Through 2031 As Recommended By The Lancaster County Planning Commission. ***- Passed 6-1 at the March 22, 2021 County Council Meeting (Allen Blackmon Opposed). Passed 6-1 at the April 12, 2021 County Council Meeting (Allen Blackmon Opposed). - Kim Belk***

b. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 3rd Reading of Ordinance 2021-1725 regarding Adopting a Parks & Recreation Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Parks & Recreation Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Parks & Recreation Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development in The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Parks & Recreation Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Parks &

Recreation Facilities On A Proportionate Share Basis To New Development. ***- Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Passed 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

c. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1722 regarding Adopting a Fire Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Fire Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Fire Facilities (Fire Stations And Fire Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Fire Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Fire Facilities On A Proportionate Share Basis To New Development. ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

d. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1723 regarding Adopting An Emergency Medical Services (EMS) Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting An Emergency Medical Services ("EMS") Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That EMS Facilities (EMS Stations And Emergency Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For EMS Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such EMS Facilities On A Proportionate Share Basis To New Development ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

e. DEFERRED to the 6-28-2021 County Council Meeting - Public Hearing (Delayed and Will Be ReAdvertised) and 2nd Reading of Ordinance 2021-1724 regarding Adopting a Sheriff Development Impact Fee

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Sheriff Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Sheriff Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Sheriff Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Sheriff Facilities On A Proportionate Share Basis To New Development ***- 1st Reading Passed 5-2 at the March 22, 2021 County Council Meeting (Steve Harper and Billy Mosteller Opposed). Deferred 2nd Reading by a vote of 7-0 at the April 12, 2021 County Council Meeting. - Steve Willis/John DuBose***

f. DEFERRED to the 6-15-2021 Committee of the Whole Meeting - 2nd Reading of Ordinance 2021-1728 regarding Amending the Unified Development Ordinance (UDO) for Outdoor Shooting Ranges/Turkey Shoots

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited To Specific Districts; And Section 5.12.4, Temporary Uses With Specific Requirements; To Modify Those Zoning Districts In Which An Outdoor Shooting Range Is A Permissible Use And To Modify Those Regulations Concerning How An Outdoor Shooting Range May Be Permitted, As Well As Providing For Turkey Shoots As A Temporary Use In Certain Zoning Districts And The Standards By

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

11. Miscellaneous Reports and Correspondence

a. National Association of Counties High Performance Leadership Academy

b. Lancaster County Named Fire Safe Community

12. Citizens Comments

[If Council delays until end of meeting]

13. Executive Session

[motions from Members may follow]

a. One Item (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. ***One Legal Briefing regarding a Pending or Threatened Litigation Matter. SC Code 30-4-70(a)(2).***

14. Adjournment

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

Meetings are live streamed and can be found by using the following link: https://www.youtube.com/channel/UCgSlMrcYjcYcu1m-e6TV54w

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Approve or amend the minutes from the April 13, 2021 County Council Committee Of The Whole meeting.

Points to Consider:
The draft minutes from the April 13, 2021 County Council Committee Of The Whole meeting are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 4-13-2021 Committee of the Whole Meeting	5/6/2021	Backup Material

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

Lancaster County
South Carolina

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

April 13, 2021 | **1:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

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Council Members present: Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller.

Council Members absent: None.

Staff Members/Others present: Steve Willis, County Administrator; Kim Belk, Interim Deputy County Administrator/Budget Director; Sherrie Simpson, Clerk to Council; Veronica Thompson, Chief Financial Officer; Brad Carnes, Assessor; various Elected Officials; various Department Heads; and various staff.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order - Chairman Steve Harper

Chairman Steve Harper called the County Council Committee of the Whole meeting to order at approximately 1:05 p.m.

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Charlene McGriff

Charlene McGriff led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of Agenda

Charlene McGriff moved to approve the agenda. Seconded by Allen Blackmon. Motion Passed 7-0.

Citizens Comments

The following citizens signed up to speak during Citizens Comments: None.

The following citizens submitted written comments for Citizens Comments: None.

Discussion and Action Items

Consideration of a Resolution by Lancaster County Council Expressing Its Support of 2nd Amendment Rights - Allen Blackmon

Council members discussed the reasons, both positive and negative, as to why the County should move forward with a Resolution supporting 2nd Amendment Rights. It was determined that the Resolution would be moved forward to a Council meeting for a vote.

Reassessment and Equalization Program Overview for Tax Year 2021 - Brad Carnes

Brad Carnes provided an overview of the Reassessment and Equalization Program for Tax Year 2021. He reviewed a power point presentation and those slides are attached to the power point presentation that is attached to the written minutes in the Clerk to Council's office.

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FY2021-2022 General Fund Recommended Budget Draft - Kim Belk/Steve Willis

Steve Willis explained that the budget is still a work in progress because the revenue numbers have not yet been finalized. He noted that the budget had two new employee positions, a Fiscal Analyst in the Finance Department to assist with Impact Fee revenue and expenses and an Election Clerk. He further noted that the budget included a required increase for State retirement. He explained that the Sheriff's Department had six grant positions that the County was unsure as to whether the grants would be renewed which may have to be included in the budget. He further explained that he was requesting a three percent cost of living adjustment for employees; however, he noted that the budget did not have funds to address the classification/compensation study for employees. He also noted that while the draft budget did not combine the Planning and Zoning Departments, that he was recommending the merging of those Departments prior to the first reading of the budget since most other Counties do combine those Departments. Also, he explained that the draft budget did not currently include a $5.00 increase in the road fee, which would be spent on the pavement preservation program and the signage program, but that he was recommending the inclusion of that fee increase prior to the first reading of the budget.

Kim Belk explained that the budget handouts did not yet include revenues, since they were still in flux, but that the budget was balanced with projections and estimates. She reviewed the following major changes in the budget, by Department, with Council:

- Non-Departmental had an increase in property and liability insurance;
- Economic Development had an increase in advertising;
- Council had an increase in the phone budget and had a decrease in capital projects due to removal of projects such as the EMS Headquarters and land acquisition for the regional park; and Kim Belk also noted that she carried forward the Department of Social Services renovation project and the Old Bailes Stormwater project grant match;
- Airport fund had a supplement in revenues from the General Fund so the budget would be balanced;
- Direct Assistance mostly remained the same except for a career ladder adjustment for the Public Defender

staff and the the administrative staff for Soil and Water (Charlene McGriff left Chambers at approximately 1:48 p.m. for another meeting);

- Administration had an increase in salary due to transferring the Project Manager's position into this Department, an increase in funds for a new County Administrator, which was based on estimates from the County Administration Search Committee, an increase in travel and training due to the new positions, an increase for a new supervisor training program for new managers and an increase for upgrades for the new County Administrator position;
- Legal increased; Council requested that a discussion of whether the County was ready to move back to an in house attorney be placed on the next Committee of the Whole agenda;
- MIS/IT had an increase in salary due to the reclassification of positions, an increase in training and an increase in Special Projects due to capital equipment replacement; Council asked that the MIS/IT Department provide them with an updated equipment list;
- Elections had a decrease in supplies but had an increase in salaries due to a new Clerk position, an increase in maintenance due to shredding and printing and an increase in special projects for shelving for new machines;
- Health Services had no major changes;
- Department of Social Services had no major changes;
- Veteran Affairs had no major changes;
- Library had no major changes;
- Finance had an increase in salary due to the new Fiscal Analyst position, which is also partially funded by fees from the administration cost for the School District Impact Fees;
- Assessor decreased due to elimination of a part-time position, which Kim Belk noted was an error that would be fixed, and decreased due to the transfer of the Pictometry contract to GIS but increased due to an increase for their software program;
- Auditor had no major changes; however, Suzette Murphy, Auditor, spoke and requested a part-time Clerk position;
- Treasurer had an increase in overtime and an increase in a software contract and Kim Belk noted that the bank charges were off during the last year due to the waiver of credit card fees during COVID; also, Carrie Helms, Treasurer, spoke and requested a part-time Clerk position to answer phones and answer questions (Charlene McGriff came back into Chambers and re-joined the meeting at approximately 2:35 p.m.);
- Delinquent Tax had no major changes; Jennifer Page requested that Council not reduce her budget until she could determine what needs the Department actually has since she just recently became the Department's Director;
- Register of Deeds had an increase in training and added funding for the annual contract for scanning;
- Procurement increased for the software system that the County purchased for procurement solicitations to be made on line;
- Human Resources had an increase due to the annual cost for the onboarding software and had an increase for contractual for the labor attorney;
- Risk Management had no major changes;
- GIS increased due to the transfer of Pictrometry contract from the Assessor's office; also, Jim Kiley, GIS Specialist, spoke and answered questions about his Department;
- Recreation - Operations increased for capital equipment for turf maintenance for the soccer fields and for contractual services for trail maintenance; Kim Belk also noted the Department had one time funding removed for the Springs Park Boat Landing; Council requested that staff determine what the County was spending per citizen on recreation and discussed the need for additional positions;
- Recreation - Programs increased due to contractual services increases in official costs, increases in participants and mandated background checks for employess;
- Zoning Department had an increase for nuisance abatement;
- Building had no major changes; however, Kim Belk noted that they do have some vacant positions;
- and Planning Department repurposed a half of a vacant position to help fund an Infrastructure Inspector (the other half would be funded by the Stormwater Department) and Council and staff discussed the position and whether the position was needed and whether it opened the County up to any liability.

Council took a break in the meeting at approximately 3:48 p.m. Larry Honeycutt left the meeting and did not return after the break. Steve Harper called the Council meeting back to order at approximately 4:02 p.m.

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- Road Maintenance will increase at the first reading of the budget due to a five dollar increase in the road maintenance fee, of which half will go to pavement preservation and the other half to signs, and increased in professional services in order to resurface the Administration parking lot;
- Fleet Maintenance increased due to actual cost for the copier lease;
- Building Maintenance had no major changes;
- Solid Waste Landfill had no major changes;
- Solid Waste Collection decreased due to removing the carry forward of a one time item but increased for special projects due to the payment for a solid waste plan and increased due to the sale of property on Happy Trail, which will be used for buildings for the site attendants;
- Animal Shelter increased in utilities due to the new shelter and increased in contractual services and maintenance;
- Coroner increased due to salary increases for a part-time Deputy Coroner that was added in Fiscal Year 2021, increased in travel, training and dues for advanced training, increased in supplies and increased in contractual services;
- Sheriff requested that the cost of living adjustment for his employees go towards his career ladder; Sheriff Faile also noted that the only grant position the County should have to fund would be a Narcotics Investigator; Council discussed that if there were savings from grant position renewals, then those savings should go towards the Sheriff's career ladder;
- Sheriff - Town of Kershaw had an increase in vehicle maintenance;
- Detention Center - the Sheriff requested that the cost of living adjustment for these employees go towards the career ladder; their budget increased for training, increased for one time funding of a prison transport van and increased for the medical contract;
- School Resource Officers contract needs to be readjusted;
- Communications decreased due to a transfer of savings in contractual services to go towards radio replacement equipment like lapel mics but increased for training and increased for equipment to replace the consoles;
- Emergency Management had no major changes;
- Fire Services decreased overall due to the removal of special projects;
- Town of Kershaw Fire Services had no major changes;
- City of Lancaster Firefighters had no major changes and Kim Belk noted that the volunteer retention program was funded under special projects;
- EMS increased for utilities but decreased for contractual services; Clay Catoe, EMS Director, provided and reviewed a fifteen page handout with Council and that handout is entitled, "EMS 2021 Request," and is attached as Schedule A to the written minutes in the Clerk to Council's office; and
- the Judicial Division had no major changes except an increase in Clerk's pay in the Magistrate's Court due to reallocation of funds from a vacant position,

During the review, Council made suggestions as to possible changes in the budget, which Kim Belk explained that she would take under advisement.

FY2021-2022 Other Funds Recommended Budget Draft - Kim Belk/Steve Willis

Kim Belk stated that if Council had any questions regarding the Other Funds Recommended Budget Draft, they could contact her directly.

Citizen Comments

All citizens were heard during Citizens Comments held at the beginning of the Council meeting.

Adjournment

Allen Blackmon moved to adjourn the Committee of the Whole meeting. Seconded by Billy Mosteller. Motion to

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adjourn Passed 6-0.; Absent: Honeycutt. There being no further business, the Committee of the Whole meeting adjourned at approximately 5:26 p.m.

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Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson / Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Approve or amend the minutes from the April 26, 2021 County Council regular meeting.

Points to Consider:
The draft minutes from the April 26, 2021 County Council regular meeting are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Council can approve or amend the minutes.

Recommendation:
Approve the minutes as written.

ATTACHMENTS:

Description	Upload Date	Type
Draft Minutes from the 4-26-2021 County Council Regular Meeting	5/3/2021	Backup Material

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

Lancaster County
South Carolina

County Attorney
John K. DuBose III

Clerk to Council
Sherrie Simpson

April 26, 2021 | **6:00 PM** | **101 North Main Street, Lancaster, SC 29720**

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

MINUTES

DRAFT

Council Members present: Allen Blackmon, Brian Carnes, Terry Graham, Steve Harper, Larry Honeycutt, Charlene McGriff and Billy Mosteller.

Council Members absent: None.

Staff Members/Others present: Steve Willis, County Administrator; Kim Belk, Interim Deputy County Administrator/Budget Director; John DuBose, County Attorney; Angie Estridge, Acting Deputy Clerk to Council; Veronica Thompson, Chief Financial Officer; Rox Burhans, Development Services Director; Jamie Gilbert, Economic Development Director; various Elected Officials; various Department Heads; various staff; the press; and citizens.

A quorum of Lancaster County Council was present for the meeting. The following press were notified of the meeting by e-mail in accordance with the Freedom of Information Act: *The Lancaster News, Kershaw News Era, The Rock Hill Herald,* Cable News 2, Channel 9 and the local government channel. The agenda was posted in the lobby of the County Administration Building and also on the County website the required length of time. The power point presentation utilized during the meeting is attached to the written minutes in the Clerk to Council's office.

Call to Order Regular Meeting - Chairman Steve Harper

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

Welcome and Recognition - Chairman Steve Harper

Chairman Steve Harper welcomed everyone to the meeting.

Pledge of Allegiance and Invocation - Council Member Billy Mosteller

Billy Mosteller led the Pledge of Allegiance to the American Flag and delivered the Invocation.

Approval of the Agenda

Charlene McGriff moved to approve the agenda. Seconded by Brian Carnes. Motion Passed 7-0.

Special Presentations

There were no Special Presentations held during the meeting.

Executive Session

One Item (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. ***One Legal Briefing regarding a Contractual Matter. SC Code 30-4-70(a)(2).***

Larry Honeycutt moved to go into Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0. At approximately 6:02 p.m., Council went into Executive Session to discuss the following item: (1) one legal briefing regarding a contractual matter, pursuant to SC Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 6:25 p.m. Allen Blackmon moved to come out of Executive Session. Seconded by Charlene McGriff. Motion Passed 7-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council had one legal briefing regarding a contractual matter. He explained that, during Executive Session, no votes were taken and no decisions were made.

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Citizens Comments

The following citizens signed up to speak during Citizens Comments:

1. John P. Baker, Heath Springs, South Carolina, spoke regarding Ordinance 2021-1728.
2. Mitch Tingiris, Lancaster, South Carolina, spoke regarding euthanizing injured animals. He provided Council with a written copy of his remarks and a picture and that two page handout is attached as Schedule A to the written minutes in the Clerk to Council's office.
3. Ned Blackmon, Lancaster, South Carolina, spoke regarding Ordinance 2021-1728.

Steve Willis acknowledged, for the record, the following written comments that were submitted for Citizens Comments:

1. Evan Freeman, Indian Land Action Council President, Indian Land, South Carolina, wrote in favor of Impact Fees. Council Members received a copy of his written comments and those comments are attached as Schedule B to the written minutes in the Clerk to Council's office.
2. Jane Tanner, Indian Land, South Carolina, wrote in favor of Impact Fees. Council Members received a copy of her written comments and those comments are attached as Schedule C to the written minutes in the Clerk to Council's office.
3. Donna Sigman, Van Wyck, South Carolina, wrote in favor of Impact Fees. Council Members received a copy of her written comments and those comments are attached as Schedule D to the written minutes in the Clerk to Council's office.
4. Bjorn Hansen, Fort Mill, South Carolina, wrote in favor of Impact Fees. Council Members received a copy of his written comments and those comments are attached as Schedule E to the written minutes in the Clerk to Council's office.
5. Jim and Anne French, no address provided, wrote in favor of Impact Fees. Council Members received a copy of their written comments and those comments are attached as Schedule F to the written minutes in the Clerk to Council's office.

Consent Agenda

Billy Mosteller moved to approve Consent Agenda Items **8a.**, **8b.**, **8c.**, **8d.**, **8e.** and **8f.** [as listed in the Agenda packet, which are the same as Item **a.**, Item **b.**, Item **c.**, Item **d.**, Item **e.** and Item **f.** listed below]. Seconded by Charlene McGriff. Motion Passed 7-0.

a. **Approval of Minutes from the April 12, 2021 County Council Regular Meeting**

b. **3rd Reading of Ordinance 2021-1727 regarding Adopting the Pilot Traffic Calming Program Guidebook**

Ordinance Title: An Ordinance To Adopt The Lancaster County South Carolina Pilot Traffic Calming Program Guidebook, Dated December 2020.

c. **2nd Reading of Ordinance 2021-1719 regarding Accutrex Expansion Fee In Lieu Of Tax and Special Source Revenue Credits**

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Fee Agreement By And Between Lancaster County And Accutrex Products, Inc. Precision Parts Division Providing For The Payment Of A Fee-In-Lieu Of Taxes And The Provision Of Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund.

d. **2nd Reading of Ordinance 2021-1729 regarding Rezoning Property of Matthew & Heather Ellis from Rural Business (RUB) to Rural Residential (RR)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A Portion Of 6815 Shiloh Unity Road (TMS # 0054-00-029.04) From RUB, Rural Business District, To RR, Rural Residential District

e. **2nd Reading of Ordinance 2021-1730 regarding Rezoning Property of Matthew & Heather Ellis from Rural Residential (RR) to Rural Business (RUB)**

Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A Portion Of Old Camden Monroe Highway (TM # 0054-00-029.05) From RR, Rural Residential, To RUB, Rural Business District.

f. **2nd Reading of Ordinance 2021-1731 regarding a Quit Claim Title to Real Property for an Unnamed Road that Extends From Norfolk Drive to Lynwood Drive**

Ordinance Title: An Ordinance Authorizing Lancaster County To Quit Claim Title To Real Property For An Unnamed Road That Extends From Norfolk Drive To Lynwood Drive.

Non-Consent Agenda

Resolution 1148-R2021 regarding Lancaster County Council Expressing Its Support of 2nd Amendment Rights

Resolution Title: A Resolution By Lancaster County Council Expressing Its Support Of Second Amendment Rights.

Allen Blackmon moved to approve Resolution 1148-R2021. Seconded by Larry Honeycutt. Motion Passed 6-1.Ayes: Blackmon, Carnes, Graham, Harper, Honeycutt, Mosteller; Nays: McGriff

Resolution 1149-R2021 regarding Unique Loom Fee Agreement Sponsor Affiliate Addition

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Resolution Title: A Resolution To Approve The Unique USA, Inc., Designation Of 793 FMH, LLC, As A Sponsor Affiliate Under That Certain Fee Agreement By And Between Lancaster County, South Carolina, And Unique USA, Inc., As Sponsor, Dated As Of December 30, 2020.

Terry Graham moved to approve Resolution 1149-R2021. Seconded by Brian Carnes. Motion Passed 7-0.

Public Hearing and 3rd Reading for Ordinance 2021-1705 Regarding Adoption of Procedures for the Imposition, Calculation, Collection, Expenditure and Administration of Impact Fees

Ordinance Title: An Ordinance Adopting Procedures For The Imposition, Calculation, Collection, Expenditure And Administration Of Impact Fees To Be Imposed On New Development; Providing A Purpose And Intent; Providing Definitions; Providing General Provisions And Applicability; Providing For The Establishment Of Impact Fee Accounts; Providing For The Appropriation Of Impact Fee Funds; Providing For Refunds; Providing For Appeals; Providing For Conflict; Providing For Severability; And Providing An Effective Date.

Steve Willis noted, for the record, that no one signed up to speak at the Public Hearing for Ordinance 2021-1705.
Steve Harper opened the Public Hearing for the Ordinance at approximately 6:49 p.m.
The following speakers came forward to make comments or sent in written comments regarding the Public Hearing for this Ordinance: None.
Steve Harper closed the Public Hearing at approximately 6:49 p.m.

Allen Blackmon moved to approve the 3rd Reading of Ordinance 2021-1705. Seconded by Terry Graham.

Billy Mosteller indicated that he was against Impact Fees for commercial businesses. Allen Blackmon stated that he was going to support Impact Fees, but he requested that Council consider reducing building permit fees at some time in the future in order to offset the impact on retail.

Brian Carnes moved to amend the adoption of Ordinance 2021-1705 to include the attached 3rd Reading Ordinance attached to the agenda packet. Seconded by Terry Graham. The motion to amend Passed 6-1. Ayes: Carnes, Graham, Harper, Honeycutt, McGriff, Blackmon; Nays: Mosteller.

The motion to approve the 3rd Reading of Ordinance 2021-1705 as amended Passed 6-1. Ayes: Carnes, Graham, Harper, Honeycutt, McGriff, Blackmon; Nays: Mosteller.

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3rd Reading for Ordinance 2021-1725 regarding Adopting a Parks & Recreation Development Impact Fee (Public Hearing Delayed and Will Be ReAdvertised)

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Parks & Recreation Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Parks & Recreation Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development in The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Parks & Recreation Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Parks & Recreation Facilities On A Proportionate Share Basis To New Development.

Brian Carnes moved to defer the 3rd Reading of Ordinance 2021-1725 until June 28, 2021 so that the County's Capital Improvement Plan can be finalized and updated and presented for 3rd Reading. Seconded by Charlene McGriff. Motion Passed 7-0.

2nd Reading of Ordinance 2021-1722 regarding Adopting a Fire Development Impact Fee (Public Hearing Delayed and Will Be ReAdvertised)

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Fire Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Fire Facilities (Fire Stations And Fire Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Fire Facilities And Capital Improvements Plan (CIP), And To Assign

The Costs Of Such Fire Facilities On A Proportionate Share Basis To New Development.

Brian Carnes moved to defer 2nd Reading of Ordinance 2021-1722 until June 28, 2021, and that staff be directed to work with the consultant and legal counsel to prepare a proposed 2nd Reading version of the ordinance for consideration by County Council that amends the fee area to include the geographic areas of the Indian Land, Pleasant Valley and Van Wyck Fire Districts. Seconded by Larry Honeycutt. Motion Passed 7-0.

2nd Reading of Ordinance 2021-1723 regarding Adopting An Emergency Medical Services (EMS) Development Impact Fee (Public Hearing Delayed and Will Be ReAdvertised)

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting An Emergency Medical Services ("EMS") Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That EMS Facilities (EMS Stations And Emergency Vehicles) Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For EMS Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such EMS Facilities On A Proportionate Share Basis To New Development

Charlene McGriff moved to defer 2nd Reading of Ordinance 2021-1723 until June 28, 2021, and that staff be directed to work with the consultant and legal counsel to prepare a proposed 2nd Reading version of the ordinance for consideration by County Council that amends the fee area to only include the geographic areas of the Indian Land, Pleasant Valley and Van Wyck Fire Districts. Seconded by Allen Blackmon. Motion Passed 7-0.

2nd Reading of Ordinance 2021-1724 regarding Adopting a Sheriff Development Impact Fee (Public Hearing Delayed and Will Be ReAdvertised)

Ordinance Title: An Ordinance Of The County Council Of Lancaster County, South Carolina ("Council") Establishing And Adopting A Sheriff Development Impact Fee ("Impact Fee") To Be Imposed On All New Development In The Greater Panhandle Region Of Lancaster County; To Ensure That Sheriff Facilities Will Be Available And Adequate To Accommodate The Need Expected To Be Generated From New Development In The Greater Panhandle Region Of Lancaster County Based On The County's Level Of Service Standards For Sheriff Facilities And Capital Improvements Plan (CIP), And To Assign The Costs Of Such Sheriff Facilities On A Proportionate Share Basis To New Development

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Larry Honeycutt moved to defer the 3rd Reading of Ordinance 2021-1724 until June 28, 2021, so that the County's Capital Improvement Plan can be finalized and presented for 3rd Reading. Seconded by Charlene McGriff.

John DuBose explained that if Council wanted to amend the fee area for the Ordinance then they would need to make a motion to that effect.

Larry Honeycutt moved to defer 2nd Reading of Ordinance 2021-1724 until June 28, 2021, and that staff be directed to work with the consultant and legal counsel to prepare a proposed 2nd Reading version of the ordinance for consideration by County Council that amends the fee area to only include the geographic areas of the Indian Land, Pleasant Valley and Van Wyck Fire Districts. Seconded by Charlene McGriff. Motion Passed 7-0.

2nd Reading of Ordinance 2021-1728 regarding Amending the Unified Development Ordinance (UDO) for Outdoor Shooting Ranges/Turkey Shoots

Ordinance Title: An Ordinance To Amend The Unified Development Ordinance ("UDO") Section 2.5.3, Use Table; Section 5.5.12, Shooting Range, Outdoor; Section 5.12.3, Temporary Uses Limited To Specific Districts; And Section 5.12.4, Temporary Uses With Specific Requirements; To Modify Those Zoning Districts In Which An Outdoor Shooting Range Is A Permissible Use And To Modify Those Regulations Concerning How An Outdoor Shooting Range May Be Permitted, As Well As Providing For Turkey Shoots As A Temporary Use In Certain Zoning Districts And The Standards By Which Turkey Shoots May Be Approved.

Terry Graham recused himself from the discussion and vote on the 2nd Reading of Ordinance 2021-1728. His

Statement of Recusal is on file with the written minutes in the Clerk to Council's office and is attached to those minutes as Schedule G. Terry Graham left Chambers at approximately 7:03 p.m.

Brian Carnes moved to approve the 2nd Reading of Ordinance 2021-1728. Seconded by Charlene McGriff.

Rox Burhans reviewed the history of the Ordinance and he provided and reviewed a one page handout (front and back) entitled, "Outdoor Shooting Range Regulations - Other County Jurisdictions," and that handout is attached as Schedule H to the written minutes in the Clerk to Council's office. Rox Burhans also reviewed the suggestions previously made by John Baker and their impact on the proposed Ordinance. He also explained possible next steps for Council and discussed the scope of work for the proposed Ordinance.

John DuBose reviewed and discussed the possible exemption of Concealed Weapon Permit instructors from the Ordinance and he advised that it would be legally difficult and that there are possible equal protection concerns.

Allen Blackmon suggested breaking the Ordinance down into smaller categories so that Council could deal with one issue at a time. Larry Honeycutt agreed and moved to table the 2nd Reading of Ordinance 2021-1728. Allen Blackmon pointed out that there were two primary motions on the floor and Larry Honeycutt stated that he made an amendment to the motion to approve.

Brian Carnes withdrew his motion to approve and Charlene McGriff withdrew her second.

Larry Honeycutt moved to table the 2nd Reading of Ordinance 2021-1728 until each category is laid out. Seconded by Charlene McGriff.

After discussion, Larry Honeycutt withdrew his motion to table the Ordinance and Charlene McGriff withdrew her second.

Larry Honeycutt moved to defer the 2nd Reading of Ordinance 2021-1728 until after a Committee of the Whole meeting. Seconded by Charlene McGriff. The motion to defer Passed 6-0.; Abstain: Graham.

Terry Graham came back into Chambers and rejoined the Council meeting at approximately 7:42 p.m.

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1st Reading of Ordinance 2021-1732 regarding Amending the Bylaws of the Historical Commission

Ordinance Title: An Ordinance To Amend Chapter 2, Article XI, Division 2 Of The Lancaster County Code Of Ordinances Entitled, "Historical Commission," To Provide Necessary Updates To The Language Of Various Applicable Ordinances.

Brian Carnes moved to approve the 1st Reading of Ordinance 2021-1732. Seconded by Charlene McGriff.

Council discussed the need for consistency between various Boards and Commissions, the reduced quorum requirement and a due date for the annual report.

Joe Grier, Chair of the Historical Commission, spoke regarding the difficulties of getting quorums for the meetings.

Brian Carnes suggested that the Chair send out emails to all of the Commission members informing them that the absentee policy is going to be enforced moving forward and that they should let him know whether they are still interested in serving on the Commission.

The motion to approve the 1st Reading of Ordinance 2021-1732 Passed 7-0.

Discussion and Action Items

Approval of Appointments to various Boards or Commissions

- Sheresa Ingram to the Board of Zoning Appeals as the District 5 representative to fill an unexpired term that will end on 06/30/2021 and to fill a first four year term that will expire on 06/30/2025 (1st Term)
- Michael Brian Elliott to the Airport Advisory Board as the District 6 representative to fill an unexpired term that will end on 06/30/2023

Allen Blackmon moved to approve both appointees. Seconded by Charlene McGriff. Motion Passed 7-0.

Report on Mount Nebo Road Project - Steve Willis/Jamie Gilbert

Steve Willis explained that the cost estimate for the Mount Nebo road extension has come in over budget. Jamie Gilbert explained that the County would need to fund an additional $21,459.00 from General Fund balance or from Reserve funds for the project. Allen Blackmon moved that the County fund the additional $21,000.00 for the project out of Fund balance and/or the Grant Match fund. Seconded by Brian Carnes. Motion Passed 7-0.

Status of items tabled, recommitted, deferred or held

a. HELD - Public Hearing (Delayed and Will Be ReAdvertised) and 3rd Reading of Ordinance 2021-1726 regarding Adoption of the Capital Improvement Plan

Ordinance Title: An Ordinance To Adopt The Lancaster County Capital Improvements Plan 2021 Through 2031 As Recommended By The Lancaster County Planning Commission. ***- Passed 6-1 at the March 22, 2021 County Council Meeting (Allen Blackmon Opposed). Passed 6-1 at the April 12, 2021 County Council Meeting (Allen Blackmon Opposed). - Kim Belk***

This item was not discussed during the Council meeting and was for information only for Council and citizens.

Miscellaneous Reports and Correspondence

a. Request For Proposals (RFP) for Owner's Representative for the Detention Center Project

Steve Willis explained that he wanted to make Council aware that the Request For Proposals (RFP) for the Owner's Representative for the Detention Center project would be going out shortly and that he wanted Council to see it before it was sent out for publication.

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Citizens Comments

All citizens were heard during Citizens Comments held at the beginning of the Council meeting.

Executive Session

One Item (AFTER EXECUTIVE SESSION, COUNCIL MEMBERS MAY MAKE MOTIONS IN OPEN SESSION):

1. ***One Legal Briefing regarding a Pending or Threatened Litigation Matter. SC Code 30-4-70(a)(2).***

Charlene McGriff moved to go into Executive Session. Seconded by Brian Carnes. Motion Passed 7-0. At approximately 8:08 p.m., Council went into Executive Session to discuss the following item: (1) one legal briefing regarding a pending or threatened litigation matter, pursuant to SC Code 30-4-70(a)(2).

Council came out of Executive Session and Steve Harper called the Council meeting back to order at approximately 8:20 p.m. Charlene McGriff moved to come out of Executive Session. Seconded by Brian Carnes. Motion Passed 7-0.

Upon returning to open session, John DuBose noted, for the record, that during Executive Session, Council had

one legal briefing on a threatened or pending litigation matter. He explained that, during Executive Session, no decisions were made and no votes were taken.

Adjournment

Larry Honeycutt moved to adjourn the regular meeting of Council. Seconded by Charlene McGriff. Motion to adjourn Passed 7-0. There being no further business, the regular meeting of Council adjourned at approximately 8:21 p.m.

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1729 / Planning Case Number: RZ-2021-0114
Contact Person / Sponsor: Katie See/Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Request to rezone TM # 0054-00-029.04 from Rural Business (RUB) to Rural Residential (RR) to District. The proposed rezoning of a portion of TM# 0054-00-029.04 from Rural Business (RUB) to Rural Residential (RR) District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

Points to Consider:
Companion case to RZ-2021-0261. The intent of the rezoning request is to open wedding venue business.

The information for this case and companion case RZ2021-0261 has been presented within a single, consolidated staff report.

Funding and Liability Factors:
NA

Council Options:
To approve or deny the rezoning request.

Recommendation:
Planning Commission voted unanimously to recommend approval at their March 16, 2021 meeting.

Staff recommends approval of the request to rezone to Rural Residential (RR).

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1729	4/6/2021	Ordinance
Staff Report	3/9/2021	Planning Staff Report
Location Map	3/9/2021	Exhibit
Proposed Plat	3/9/2021	Exhibit

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1729

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A PORTION OF 6815 SHILOH UNITY ROAD (TM # 0054-00-029.04) FROM RUB, RURAL BUSINESS DISTRICT, TO RR, RURAL RESIDENTIAL DISTRICT

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Matthew Ellis, applied to rezone a portion of TM # 0054-00-029.04, approximately 1.766 acres located at 6815 Shiloh Unity Road, Lancaster, South Carolina from RUB, Rural Business District, to RR, Rural Residential District.

(b) On March 16, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Rural Living, which corresponds to the Community Type of Rural Living. The adopted Comprehensive Plan states that the Rural Living Community Type *"includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations."*

The Rural Living Future Land Use Category is the largest future land use category in Lancaster County. Generally, it encompasses most of the southern portion of the County, with the exception of the City of Lancaster, towns of Heath Springs and Kershaw (Urban Land Use), and the area around the City of Lancaster (Transitional Land Use). The requested RR district is consistent with the Rural Living Future Land Use category and the Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RUB, Rural Business District, to RR, Rural Residential District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0054-00-029.04 (1.766 acres, more or less, portion thereof)

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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	April 12, 2021
Public Hearing:	April 12, 2021
Second Reading:	April 26, 2021
Third Reading:	May 10, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone a portion of TM # 0054-00-029.04 and a portion of TM # 0054-00-029.05 with the intention of opening a wedding venue
PROPERTY LOCATION:	6815 Shiloh Unity Road (TM # 0054-00-029.04); Old Camden Monroe Highway (TM # 0054-00-029.05)
CURRENT ZONING DISTRICT:	Rural Business (RUB) District RZ-2021-0114 Rural Residential (RR) District RZ-2021-0261
PROPOSED ZONING DISTRICT:	Rural Residential (RR) District RZ-2021-0114 Rural Business (RUB) District RZ-2021-0261
APPLICANT:	Matthew Ellis
COUNCIL DISTRICT:	District 3, Billy Mosteller

OVERVIEW:

Proposal

Pursuant to Chapter 5.6.2 of the UDO, Event Venue/Banquet Halls require a minimum lot size of 5 acres. Accordingly, in order for the applicant to be able to establish such a business on the subject property, a recombination of these two existing parcels is necessary, and the recombination cannot occur without rezoning portions of both parcels. The request consists of two rezoning applications: RZ-2021-0114 and RZ-2021-0261, which are summarized below:

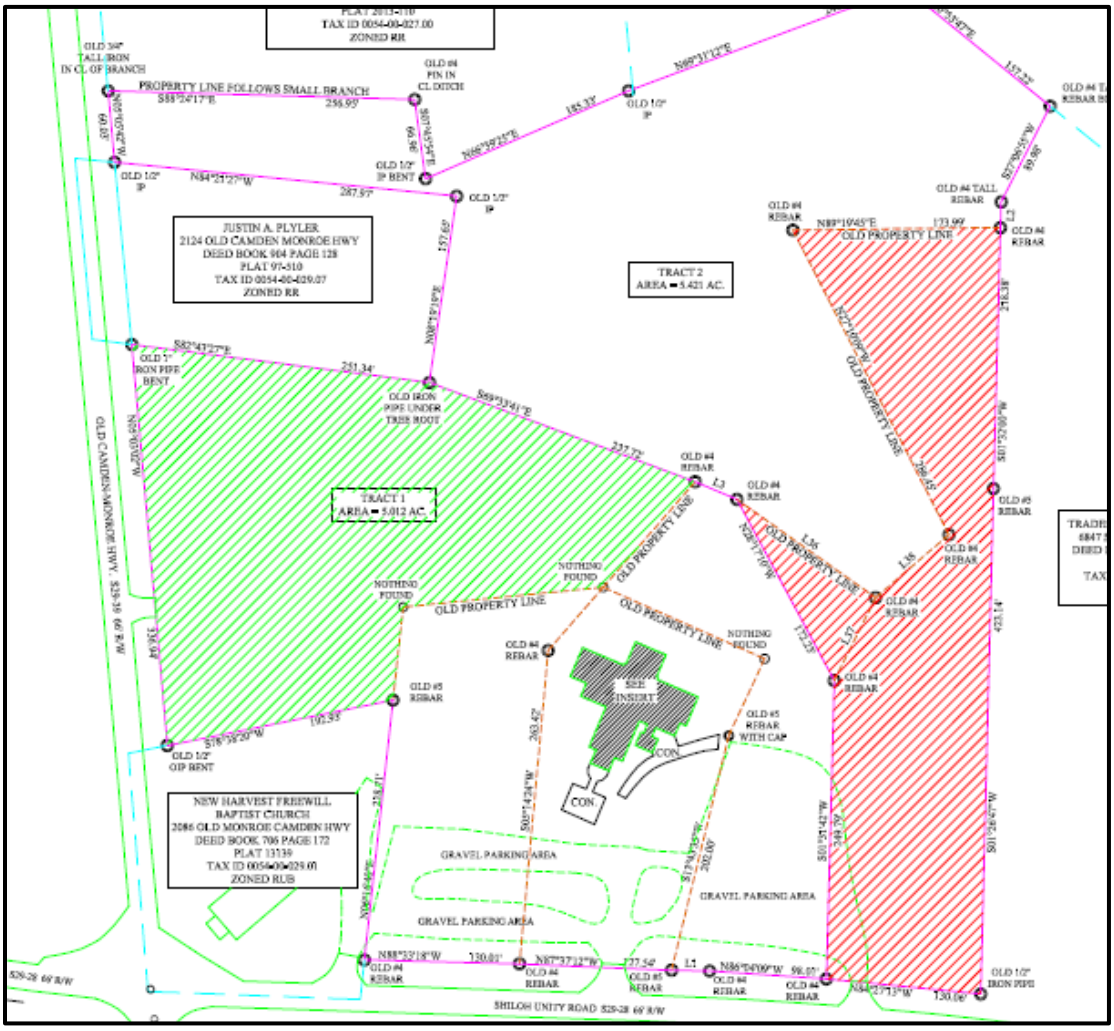
1) RZ-2021-0114: Request to rezone approximately 1.766 acres located at 6815 Shiloh Unity Road (portion of TM# 0054-00-029.04) from Rural Business (RUB) to Rural Residential (RR) District; and

2) RZ-2021-0261: Request to rezone approximately 2.168 acres located at Old Camden Monroe Highway (portion of TM# 0054-00-029.05) from Rural Residential (RR) to Rural Business (RUB) District.

Should the rezoning requests be approved, the applicant would proceed with permitting through the Zoning and Building Departments.

See Proposed Plat below (and attached) which illustrates the portion to be rezoned from RUB to RR (red hatch) and the portion to be rezoned from RR to RUB (green hatch).

Proposed Plat



Site Information

The parcel fronting Shiloh Unity Road is improved with an existing commercial building which was most recently used as a restaurant. The parcel fronting Old Camden Monroe Highway is vacant.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by RR, RUB and INS zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RR	Vacant; Manufactured Home
South	Lancaster County	RR	Single-Family Residential
East	Lancaster County	RR	Vacant; Manufactured Home
West	Lancaster County	RUB; INS; RR	New Harvest Free Will Church; Single-Family Residential; Community Center; Fire Department

ANALYSIS & FINDINGS:

Zoning Districts
As previously noted, the subject properties are currently zoned RR and RUB Districts.

Pursuant to UDO Chapter 2.3, the existing zoning district of Rural Business (RUB) for RZ-2021-0114 and the requested RUB zoning district for RZ-2021-0261 *is established for rural crossroads that represent the small nodes of commercial activity along rural highways. This district will accommodate small-scale businesses, such as gas stations, convenience stores, or restaurants, and serve some daily needs of the surrounding rural population*.

The existing zoning district of Rural Residential (RR) for RZ-2021-0261 and the requested RR zoning district for RZ-2021-0114 *is established as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings*.

Compatibility with Surrounding Area
As noted previously, the subject properties are predominately surrounded by the RR, RUB and INS Districts. This area can be characterized by single-family homes and manufactured homes on lots of varying sizes, vacant/wooded parcels, a church, community center and the Tradesville Fire Department. Staff finds that the proposed rezoning of a portion of TM# 0054-00-029.04 from Rural Business (RUB) to Rural Residential (RR) District and a portion of TM# 0054-00-029.05 from Rural Residential (RR) to Rural Business (RUB) District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

The applicant must still seek approval of the intended wedding venue use from the Zoning and Building Departments in accordance with the UDO and Building Code. This use is listed as *Permitted with Review by staff* in accordance with Section 5.6.2, Event Venue/Banquet Hall, of the UDO.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency
The Future Land Use Category of the subject properties is Rural Living, which corresponds to the Community Type of Rural Living. The adopted Comprehensive Plan states that the Rural Living Community Type "*includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations*." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Rural Living Future Land Use Category is the largest future land use category in Lancaster County. Generally, it encompasses most of the southern portion of the County, with the exception of the City of Lancaster, towns of Heath Springs and Kershaw (Urban Land Use), and the area around the City of Lancaster (Transitional Land Use).

The requested RR and RUB districts are consistent with the Rural Living Future Land Use category.

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

INFRASTRUCTURE CONSIDERATIONS

Transportation
No Traffic Impact Analysis (TIA) or traffic improvements are required for this rezoning request. There are no SCDOT traffic counts available for the roads surrounding the subject parcels.

Public Utilities
Public water is available near the subject parcels. Sewer is not available; parcels require septic tanks.

Public Schools
There will be no impact on schools from the intended wedding venue.

PHOTOS OF PROJECT AREA:



Looking east along Shiloh Unity Road



Looking north across Shiloh Unity Road from subject parcel



Looking east along Shiloh Unity Road



Looking west along Shiloh Unity Road



Looking north along Old Camden Monroe Highway



Looking south along Old Camden Monroe Highway



Looking at subject parcel from Old Camden Monroe Highway



Looking west across Old Camden Monroe Highway from subject parcel

STAFF RECOMMENDATION:

Separate motions will need to be made for each rezoning application.

Staff recommends **approval** of the two requests to rezone as follows:

1. RZ-2021-0114: Request to rezone approximately 1.766 acres located at 6815 Shiloh Unity Road (Portion of TM# 0054-00-029.04) from Rural Business (RUB) to Rural Residential (RR) District; and
2. RZ-2021-0261: Request to rezone approximately 2.168 acres located at Old Camden Monroe Highway (Portion of TM# 0054-00-029.05) from Rural Residential (RR) to Rural Business (RUB) District.

Pursuant to the following findings of fact for RZ-2021-0114 and RZ-2021-0261:

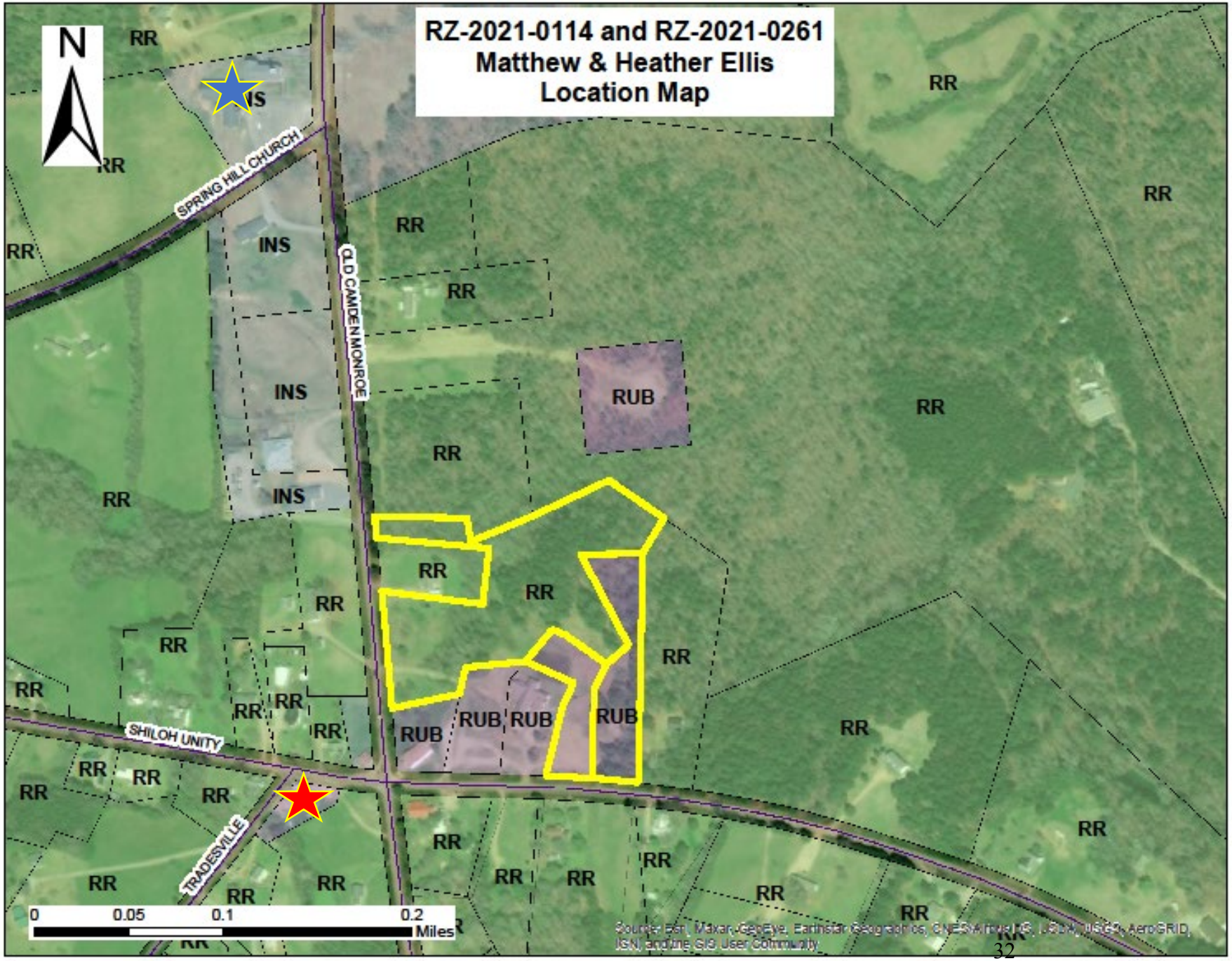
1. That the subject requests consist of the following parcels: a portion of TM# 0054-00-029.04 and a portion of TM# 0054-00-029.05;
2. That the subject properties are currently zoned RR and RUB District and proposed to be rezoned to RUB District and RR District, respectively;
3. That the subject properties each have a Future Land Use designation of Rural Living, and a Community Type of Rural Living; and
4. That the proposed RUB and RR Districts are generally consistent with the surrounding area which is comprised of RR, RUB and INS Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map
3. Proposed Plat

STAFF CONTACT:

Katie See, AICP, Senior Planner
ksee@lancastersc.net | 803-416-9395



Lancaster County
South Carolina

Proposal:

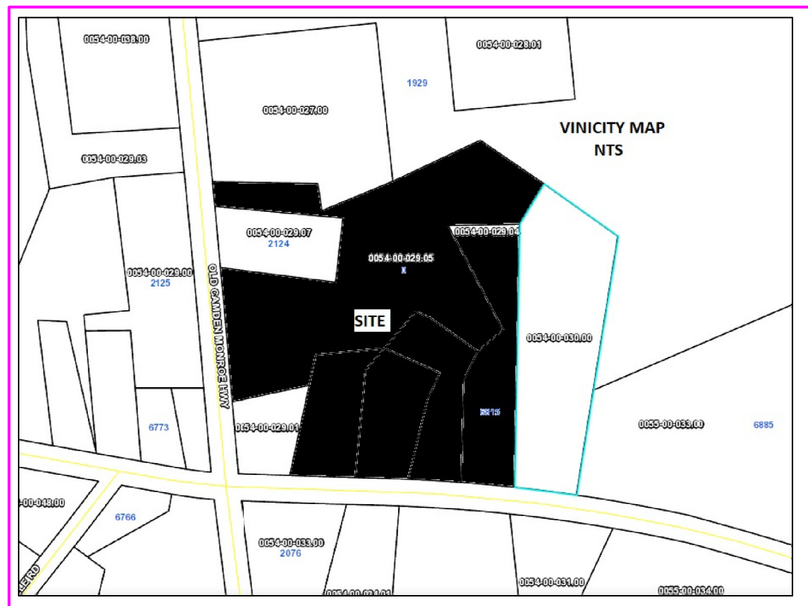
- Rezone a portion of TM #0054-00-029.05 from RUB to RR
- Rezone a portion TM # 0054-00-029.04 from RR to RUB

Legend:

Subject Properties

Spring Hill Baptist Church

Tradesville Grocery



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

THIS PLAT IS TAKEN TWO EXISTING PARCELS AND RECONFIGURING THEM INTO TWO NEW PARCELS.

TRACT 1 HAS A TOTAL OF 5.012 AC.
IT HAS 2.844 AC. ZONED RUB (RURAL BUSINESS) AND 2.168 ZONED RR (RURAL RESIDENTIAL)
THE 2.168 AC. NEED TO BE REZONED TO RUB (RURAL BUSINESS)

TRACT 2 HAS A TOTAL OF 5.421 AC.
IT HAS 3.655 AC. ZONED RR (RURAL RESIDENTIAL) AND 1.766 AC. ZONED RUB (RURAL BUSINESS)
THE 1.766 AC. NEED TO REZONED TO RR (RURAL RESIDENTIAL)

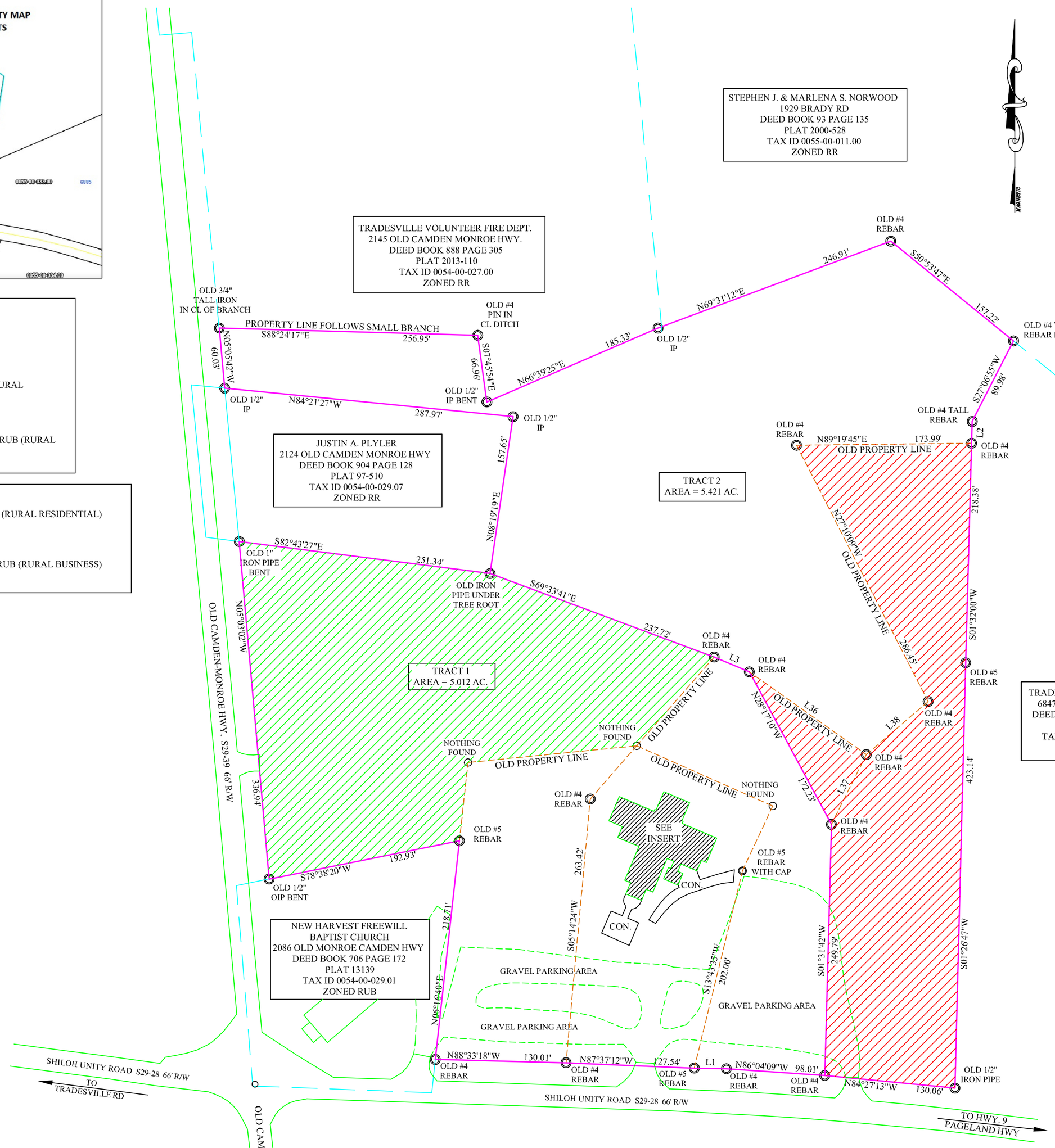
= AREA TO BE REZONED FROM RUB (RURAL BUSINESS) TO RR (RURAL RESIDENTIAL)

= AREA TO BE REZONED FROM RR (RURAL RESIDENTIAL) TO RUB (RURAL BUSINESS)

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

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

DRAWN BY: RKB	DATE: 01/05/2021
CHECKED BY: JCC	TAX PARCELS 0054-00-029.04 & 0054-00-029.05
JOB NO.: 20-11-13	SHEET 1 OF 1



BUILDING TABLE	
LINE	LENGTH
L4	16.86
L5	12.00
L6	6.44
L7	36.40
L8	23.00
L9	11.70
L10	14.50
L11	26.30
L12	37.45
L13	2.10
L14	1.40
L15	19.73
L16	27.78
L17	19.73
L18	1.40
L19	2.10
L20	37.32
L21	26.35
L22	5.50
L23	11.45
L24	17.10
L25	7.85
L26	5.55
L27	12.30
L28	15.65
L29	12.20
L30	2.45
L31	7.85
L32	7.20
L33	36.50
L34	7.10
L35	12.00

LINE TABLE		
LINE	LENGTH	BEARING
L1	31.90	N88°49'11"W
L2	21.59	S01°42'54"W
L3	37.93	N67°05'19"W
L36	142.43	S54°43'50"E
L37	77.60	N26°32'12"E
L38	80.98	N49°22'08"E

Plat Of Property Of

MATTHEW S. & HEATHER G. ELLIS

Located At
6815 Shiloh Unity Rd
Tradesville Community
Lancaster, South Carolina
Lancaster County

Scale 1" = 80' Date 01/05/2021

GRAPHIC SCALE

80 0 40 80 160 320

(IN FEET)
1 inch = 80 ft.

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

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1730 / Planning Case Number: RZ-2021-0261
Contact Person / Sponsor: Katie See/Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
See Staff Report for Companion Case RZ-2021-0114.

Request to rezone TM # 0054-00-029.05 from Rural Residential (RR) to Rural Business (RUB) District. The proposed rezoning of a portion of TM# 0054-00-029.05 from Rural Residential (RR) to Rural Business (RUB) District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

Points to Consider:
Companion case to RZ-2021-0114. The intent of the proposed rezoning is to open wedding venue business.

The information for this case and companion case RZ2021-0114 has been consolidated into a single staff report.

Funding and Liability Factors:
NA

Council Options:
To approve or deny the rezoning request.

Recommendation:
Planning Commission voted unanimously to recommend approval at their March 16, 2021 meeting.

Staff recommends approval of the request to rezone to Rural Business District (RUB).

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1730	4/6/2021	Ordinance

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1730

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A PORTION OF OLD CAMDEN MONROE HIGHWAY (TM # 0054-00-029.05) FROM RR, RURAL RESIDENTIAL, TO RUB, RURAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Matthew Ellis, applied to rezone a portion of TM # 0054-00-029.05, approximately 2.168 acres, located at Old Camden Highway, Lancaster, South Carolina, from RR, Rural Residential District, to RUB, Rural Business District.

(b) On March 16, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Rural Living, which corresponds to the Community Type of Rural Living. The adopted Comprehensive Plan states that the Rural Living Community Type *"includes a variety of residential types, from farmhouses, to large acreage rural family dwellings, to ecologically-minded "conservation subdivisions" whose aim is to preserve open landscape, and traditional buildings, often with a mixture of residential and commercial uses that populate crossroads in countryside locations."*

The Rural Living Future Land Use Category is the largest future land use category in Lancaster County. Generally, it encompasses most of the southern portion of the County, with the exception of the City of Lancaster, towns of Heath Springs and Kershaw (Urban Land Use), and the area around the City of Lancaster (Transitional Land Use). The requested RUB district is consistent with the Rural Living Future Land Use category and the Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from RR, Rural Residential District, to RUB, Rural Business District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0054-00-029.05 (2.168 acres, more or less, portion thereof)

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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	April 12, 2021
Public Hearing:	April 12, 2021
Second Reading:	April 26, 2021
Third Reading:	May 10, 2021

Approved as to form:

_____
John DuBose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1742
Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to approve issuance and sale of not to exceed $4,1000,000.00 Principal Amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3.

Points to Consider:
Pursuant to Ordinance No. 2016-1393 enacted on November 14, 2016 (the "2016A-2/A-3 Bond Ordinance"), the Council authorized the issuance and sale by the County of not exceeding $8,000,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, in one or more series (the "Authorized Bonds"), secured by the Assessments imposed within Bond Area 2 or Bond Area 3; in December 2016, the County issued $3,380,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2016A-2 (the "2016A-2 Bonds"), leaving $4,620,000 principal amount of Authorized Bonds which are still available for issuance.

At the request of Lennar Carolinas, LLC, the primary land owner within Bond Area 3, the County has received a proposal (the "Proposal") from Preston Hollow Capital, LLC, a non-bank municipal specialty finance company experienced in purchasing and owning similar assessment revenue bonds issued in South Carolina and throughout the United States ("PHC"), pursuant to which PHC proposes to purchase the Series 2021A-3 Bonds. By Resolution 1136-R2021 adopted by the Council on January 26, 2021, the County gave preliminary approval of the Proposal.

Lennar seeks approval of Lancaster County for issuance of Series 2021A-3 Bonds in a principal amount not to exceed $4,100,000 pursuant to the Series 2021A-3 Indenture, which is approximately $550,000 less than the available amount of the Authorized Bonds (e.g., $4,620,000) available to be issued for improvements in Bond Area 3 on the date hereof.

The proceeds of the 2021A-3 Bonds are expected to be applied to finance a portion of certain public infrastructure located in and supporting certain sub-phases of Phase 4 of the Development as follows (the remaining portion to be held by the Developer):

Type of Infrastructure	Phase 4-1	Phase 4-2	Phase 4-3	Phase 4-4	Phase 4-5	Total
Roads & Paving	$ 463,263	$ 511,611	$384,124	$226,964	$ 383,971	$1,969,933
Sanitary Sewer	254,717	596,417	184,113	278,566	440,807	1,754,620
Water	302,542	391,335	232,997	231,344	254,000	1,412,218
Total	$1,020,522	$1,499,363	$801,234	$736,874	$1,078,778	$5,136,771

It is estimated that, after a portion of the bond funds are used for reserve fund and insurance costs that approximately $3,600,000.00 will be used directly on infrastructure.

Many of the exhibits to the ordinance are being finalized and will be attached for second reading.

Exhibit A and Exhibit C are in substantially final form and are attached for review. Any further changes to these exhibits are anticipated to be immaterial.

Funding and Liability Factors:
Not applicable as to Lancaster County.

The existing residential properties in the bond area are not expected to have an increase in their annual assessments.

Council Options:
Approve or deny the issuance and sale of not to exceed $4,1000,000.00 Principal Amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Recommendation:
Not Applicable.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1742	5/4/2021	Ordinance
Exhibit A to Ordinance 2021-1742 - Second Supplemental Indenture	5/5/2021	Exhibit
Exhibit C to Ordinance 2021-1742 - Private Placement Memorandum	5/5/2021	Exhibit

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2021- 1742
COUNTY OF LANCASTER)

AN ORDINANCE

TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE AND SALE OF NOT TO EXCEED $4,100,000 PRINCIPAL AMOUNT WALNUT CREEK IMPROVEMENT DISTRICT ASSESSMENT REVENUE BONDS, SERIES 2021A-3; TO PROVIDE FOR THE EXECUTION OF A SECOND SUPPLEMENTAL INDENTURE THERETO, A BOND PLACEMENT AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER RELATED DOCUMENTS FOR THE SERIES 2021A-3 BONDS; TO APPROVE AN UPDATED ASSESSMENT ROLL A FOR BOND AREA 3; TO MAKE OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE FOREGOING; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO

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

Section 1. Definitions.

The terms defined in this Section for all purposes of this ordinance shall have the respective meanings as set forth in this Section. Any capitalized terms not defined herein shall have the meaning given such term in the Series 2021A-3 Indenture as defined herein, as the context requires. The term:

"Act" means the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended and the Revenue Bond Act for Utilities, codified as Chapter 21 of Title 6 of the Code of Laws of South Carolina 1976, as amended.

"Administrative Expenses" means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to the Improvement District or the Series 2021A-3 Indenture, as applicable, or any supplemental indenture to either of the foregoing, including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Assessment Consultant, County Assessor, County Auditor and County Treasurer (as such terms are defined in the Series 2021A-3 Indenture) and the County's finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent (as such terms are defined in the Series 2021A-3 Indenture).

"Assessment" means an assessment imposed under the Act.

"Assessment A-1" means an Assessment A related to Bond Area 1, as contemplated by Assessment Roll A-1.

"Assessment A-2" means an Assessment A related to Bond Area 2, as contemplated by Assessment Roll A-2.

"Assessment A-3" means an Assessment A related to Bond Area 3, as contemplated by Assessment Roll A-3.

"Assessment Roll A-1" means the Assessment Roll A for Bond Area 1 originally dated December 14, 2015, as updated from time to time thereafter, and filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Assessment Roll A-2" means the Assessment Roll A for Bond Area 2 originally dated November 14, 2016, as updated from time to time thereafter, and filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Assessment Roll A-3" means the Assessment Roll A for Bond Area 3 originally dated November 14, 2016, as updated from time to time thereafter, and filed in the office of the Clerk of Court for the County, as amended and supplemented from time to time.

"Bond Area 1" means the parcels identified in the Assessment Roll A-1, which are and will be subject to Assessment A-1.

"Bond Area 2" means the parcels identified in the Assessment Roll A-2, which are and will be subject to Assessment A-2.

"Bond Area 3" means the parcels identified in the Assessment Roll A-3, which are and will be subject to Assessment A-3.

"Bond Placement Agreement" means the Bond Placement Agreement between the Placement Agent and the County.

"Code" means the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations thereunder.

"Commercial Parcel" means the approximately 10.1 acre parcel of real property within Bond Area 3 which is identified as Tax Parcel No. 0020-00-002.02.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Dissemination Agent.

"Council" means the Lancaster County Council.

"County" means Lancaster County, South Carolina.

"Dissemination Agent" means the dissemination agent appointed by the County pursuant to the Continuing Disclosure Agreement.

"Improvement District" means the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) created by the Council under the Act pursuant to the Improvement District Ordinance.

"Improvement District Ordinance" means Ordinance No. 713 enacted by the Council on January 30, 2006, as corrected and confirmed by Resolution No. 527 adopted by the Council on May 22, 2006, and as amended by Ordinance No. 2015-1367 enacted by the Council on December 14, 2015, Ordinance No. 2016-1393 enacted by the Council on November 14, 2016 and Ordinance No. 2019-1602 enacted on September 9, 2019, as may be amended from time to time.

"Master Indenture" means the Amended and Restated Master Trust Indenture dated February 11, 2016, as heretofore amended and supplemented, between the County and the Trustee.

"Placement Agent" means FMSbonds, Inc., as Placement Agent for the Series 2021A-3 Bonds.

"Series 2006 Bonds" means the Series 2006A Bonds and the Series 2006B Bonds.

"Series 2006A Bonds" means the $24,115,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006A, which are presently outstanding in the principal amount of $22,325,000.

"Series 2006B Bonds" means the $11,500,000 original principal amount Lancaster County, South Carolina, Edenmoor Improvement District Assessment Revenue Bonds, Series 2006B, which are presently outstanding in the principal amount of $2,280,000.

"Series 2021A-3 Bonds" means the not to exceed $4,100,000 principal amount Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3, to be dated such date as may be determined by the Chairman of Council and the County Administrator with advice from the County Attorney.

"Series 2021A-3 Debt Service Reserve Account" means the Account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of the Supplemental Indenture.

"Series 2021A-3 Debt Service Reserve Requirement" has the meaning set forth in Section 4.01(f) of the Series 2021A-3 Second Supplemental Indenture.

"Series 2021A-3 Indenture" means the Master Indenture, as supplemented by the Series 2021A-3 Second Supplemental Indenture.

"Series 2021A-3 Project" shall mean the portions of the Project (as defined in the Indenture) being financed with the Series 2021A-3 Bonds issued hereunder; for the avoidance of doubt, the Series 2021A-3 Project does not include any improvements within or benefitting the Commercial Parcel.

"Series 2021A-3 Second Supplemental Indenture" means the Second Supplemental Trust Indenture dated such date as may be determined by the Chairman of Council and the County Administrator, between the County and the Trustee, pursuant to which the Series 2021A-3 Bonds will be issued.

Section 2. Findings and Determinations.

The Council hereby finds and determines:

(a) Pursuant to Section 4-9-10, Code of Laws of South Carolina 1976, as amended (the "S.C. Code"), the Council/Administrator form of government was selected and the Council constitutes the governing body of the County.

(b) Article X, Section 14 of the Constitution of the State of South Carolina 1896, as amended (the "Constitution") provides in part that the County may incur indebtedness payable solely from a revenue-producing project or from a special source, which source does not involve revenues from any tax or license.

(c) Pursuant to the Act, the County is authorized to acquire, own, construct, establish, enlarge, improve, expand, operate, maintain and repair, and sell, lease, and otherwise dispose of an improvement and to finance and refinance the acquisition, construction, establishment, enlargement, improvement, expansion, operation, maintenance and repair, in whole or in part, by the imposition of assessments through the issuance of special district bonds of the county, general obligation bonds of the county, or revenue bonds of the county, from general revenues from any source not restricted from that use by law, or by a combination of the funding sources.

(d) Pursuant to the Act, the County has adopted the Improvement District Ordinance wherein Assessments are authorized to be imposed and collected within the Improvement District (including particularly Assessment A-1 related solely to the parcels within Bond Area 1, as contemplated by Assessment Roll A-1, Assessment A-2 related solely to the parcels within Bond Area 2, as contemplated by Assessment Roll A-2 and Assessment A-3 related solely to the parcels within Bond Area 3, as contemplated by Assessment Roll A-3, as applicable).

(e) Pursuant to Ordinance No. 2015-1368 enacted on December 14, 2015 (the "2016A-1 Bond Ordinance"), the County issued (1) $8,510,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), to refund a portion of the Series 2006A Bonds, (2) $9,670,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 Bonds (secured solely by and payable from Assessments related to Bond Area 2) in exchange for and cancellation of an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof, and (3) $4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 Bonds (secured solely by and payable from Assessments related to Bond Area 3) in exchange for and cancellation of an equal aggregate principal amount of Series 2006A Bonds which were outstanding on the date thereof (the "Series 2006A-3 Bonds"), of which there are $3,580,000 principal amount of the Series 2006A-3 presently outstanding.

(f) Pursuant to Ordinance No. 2016-1393 enacted on November 14, 2016 (the "2016A-2/A-3 Bond Ordinance"), the Council authorized the issuance and sale by the County of not exceeding $8,000,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, in one or more series (the "Authorized Bonds"), secured by the Assessments imposed within Bond Area 2 or Bond Area 3; in December 2016, the County issued $3,380,000 principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2016A-2 (the "2016A-2 Bonds"), leaving $4,620,000 principal amount of Authorized Bonds which are still available for issuance.

(g) At the request of Lennar Carolinas, LLC, the primary land owner within Bond Area 3, the County has received a proposal (the "Proposal") from Preston Hollow Capital, LLC, a non-bank municipal specialty finance company experienced in purchasing and owning similar assessment revenue bonds issued in South Carolina and throughout the United States ("PHC"), pursuant to which PHC proposes to purchase the Series 2021A-3 Bonds. By Resolution 1136-R2021 adopted by the Council on January 26, 2021, the County gave preliminary approval of the Proposal.

(h) The proceeds of the Series 2021A-3 Bonds would be used (a) to finance the cost of the Series 2021A-3 Project, potentially including capitalized interest on the Series 2021A-3 Bonds, (b) to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement, and (c) to pay costs of issuance related to the Series 2021A-3 Bonds.

(i) PHC has represented to the County that it is a sophisticated investor with the present intent to hold the Series 2021A-3 Bonds, if issued, for its own account and not with a current view to distribution, and that ownership of the Series 2021A-3 Bonds would, until certain milestones are achieved as described in the Series 2021A-3 Second Supplemental Indenture, be restricted to "qualified institutional buyers" or "accredited investors" as defined under applicable federal securities laws, rules and regulations.

(j) In connection with the foregoing, it is proposed that the County issue the 2021A-3 Bonds pursuant to the Series 2021A-3 Indenture, such that the revenues generated from the imposition and collection of Assessment A-3 will only secure the payment of the Series 2006A-3 Bonds, the Series 2021A-3 Bonds and any Series A-3 Bonds (as defined in the Series 2021A-3 Indenture) issued hereafter for refunding purposes, and Administrative Expenses directly or indirectly attributable to Bond Area 3, and such revenues will not be pledged for the benefit of or secure any other obligations or any other Bonds (as presently defined in the Master Indenture) presently outstanding or hereafter issued pursuant to the Master Indenture, including but not limited to Bonds payable from and secured by Assessment A-1 or Assessment A-2. The County will additionally assign its interest in certain funds created pursuant to the Series 2021A-3 Indenture to the Trustee for the benefit of the owners of the Series 2021A-3 Bonds.

(k) There have been filed with the Clerk to Council forms of the 2021A-3 Second Supplemental Trust Indenture, Bond Placement Agreement, Private Placement Memorandum and Continuing Disclosure Agreement. The Council finds, however, that certain changes in said documents may be needed prior to the completion of this transaction such that it will be in the best interest of the County to delegate to the Chairman of Council, the County Administrator and the County Attorney, or any one of them, the legal authority to determine those matters including the authority to approve the final form of the documents necessary to effectuate the issuance of the Series 2021A-3 Bonds.

(l) There has been prepared and filed with the Clerk to Council an updated Assessment Roll A-3 (the "Updated Assessment Roll A-3"), which is substantially in the form of the Assessment Roll A for Bond Area 3 originally dated November 14, 2016, as last updated by the Annual Assessment Report and Update of the Assessment Roll A for Imposition of Assessments in 2020 and Collection in 2021 for Bond Area 3 dated August 28, 2020 approved by the Council by Resolution No. 1106-R2020 on September 14, 2020, but also reflects the existence and ownership of the parcels in Bond Area 3 as of December 31, 2020, the proposed issuance of the Series 2021A-3 Bonds and the reduction of Assessment A and Principal Portion of Assessment A (as such terms are defined in the Updated Assessment Roll A-3) as described in Section 10.

Section 3. Approval of Transaction.

The Council does hereby approve (a) the issuance of the Series 2021A-3 Bonds in a principal amount not to exceed $4,100,000 pursuant to the Series 2021A-3 Indenture, and the use of the proceeds of the issuance of the Series 2021A-3 Bonds for the purposes described in Section 2(h) above; and (b) the pledge and application of the revenues generated from the imposition and collection of Assessment A-3 and other funds created pursuant to the Series 2021A-3 Indenture for the benefit of the owners of the Series 2021A-3 Bonds for payment of the Series 2021A-3 Bonds (on a parity with the pledge thereon securing the payment of other Series A-3 Bonds) and Administrative Expenses attributable to Bond Area 3; provided, that for the avoidance of doubt, upon the issuance of the Series 2021A-3 Bonds, any remaining Council authorization for the Authorized Bonds (in addition to the 2016A-2 Bonds and the 2021A-3 Bonds) shall be repealed in its entirety and no further Bonds (as defined in the Master Indenture) may be issued for Bond Area 2 or Bond Area 3 pursuant to such authorization or otherwise except for refunding purposes for debt service savings as permitted under the Master Indenture.

Section 4. Approval of Series 2021A-3 Second Supplemental Indenture and Delegation of Authority.

The form, terms and provisions of the Series 2021A-3 Second Supplemental Indenture, copies of which are attached hereto as Exhibit A and filed with the Clerk to Council, be and hereby are approved. The Chairman of the Council is hereby authorized, empowered and directed to execute, acknowledge and deliver, and the Clerk to Council is hereby authorized, empowered and directed to attest the Series 2021A-3 Second Supplemental Indenture, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of the Series 2021A-3 Second Supplemental Indenture as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and delivery of the Series 2021A-3 Second Supplemental Indenture shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Series 2021A-3 Second Supplemental Indenture attached hereto as Exhibit A. Any amendments to the Series 2021A-3 Second Supplemental Indenture shall be executed in the same manner.

Section 5. Approval of Bond Placement Agreement and Delegation of Authority.

The form, terms and provisions of the Bond Placement Agreement, a copy of which is attached hereto as Exhibit B and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Bond Placement Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The County Administrator with advice from the County Attorney is hereby authorized to approve such changes in the form, terms and provisions of the Bond Placement Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The County Administrator's execution and delivery of the Bond Placement Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Bond Placement Agreement attached hereto as Exhibit B. Any amendments to the Bond Placement Agreement shall be executed in the same manner.

Section 6. Approval of Private Placement Memorandum and Delegation of Authority.

The Private Placement Memorandum in substantially the form attached hereto as Exhibit C (the "PPM") and filed with the Clerk to Council, be and hereby is approved for distribution and use by the Placement Agent

and PHC, as applicable. The Chairman of the Council and the County Administrator with advice from the County Attorney are hereby delegated the authority to approve such changes in the form, terms and provisions of and to execute and deliver the PPM as may be appropriate for the transactions contemplated hereby and thereby, and to approve such changes in the form, terms and provisions of and to execute and deliver the PPM as may be appropriate for the transactions contemplated hereby and thereby. The Chairman's execution of the PPM shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the PPM attached hereto as Exhibit C.

Section 7. Approval of Continuing Disclosure Agreement and Delegation of Authority.

(a) The form, terms and provisions of the Continuing Disclosure Agreement, a copy of which is attached hereto as Exhibit D and filed with the Clerk to Council, be and hereby is approved. The County Administrator is hereby authorized, empowered and directed to execute, acknowledge and deliver the Continuing Disclosure Agreement, with such changes or revisions as are permitted hereby, in the name of and on behalf of the County. The Chairman of the Council and the County Administrator with advice from the County Attorney hereby delegate the authority to approve such changes in the form, terms and provisions of the Continuing Disclosure Agreement as may be necessary or advisable in connection with the transactions contemplated hereby and thereby. The Chairman's execution and the delivery of the Continuing Disclosure Agreement shall constitute conclusive evidence of approval of any and all changes or revisions therein from the form of the Continuing Disclosure Agreement attached hereto as Exhibit D. Any amendments to the Continuing Disclosure Agreement shall be executed in the same manner.

(b) So long as and to the extent required pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended ("Section 11-1-85"), the County covenants that it will file with a central repository (if any) for availability in the secondary bond market when requested:

(i) An annual independent audit, within 30 days of the County's receipt of the audit; and

(ii) Event-specific information within 30 days of an event adversely affecting more than 5% percent of the revenues generated from the imposition of Assessment A-3 or the County's tax base.

(c) The only remedy for failure by the County to comply with the covenant of this Section 7 shall be an action for specific performance of this covenant; and failure to comply shall not constitute a default or an "Event of Default" under this ordinance or the Series 2021A-3 Indenture. The Trustee shall have no responsibility to monitor the County's compliance with this covenant. The County specifically reserves the right to amend or delete this covenant in order to reflect any change in Section 11-1-85, without the consent of the Trustee or any Holder of any Series 2021A-3 Bonds.

Section 8. Trustee, Registrar and Paying Agent.

The County hereby appoints and, as applicable, consents to the continued appointment of Wells Fargo Bank, N.A., as Trustee, Registrar and Paying Agent with respect to the Series 2021A-3 Bonds under the terms and conditions provided in the Master Indenture and the Series 2021A-3 Indenture, as applicable. The Chairman of Council and the County Administrator are hereby delegated the authority to determine a successor trustee or a replacement trustee if for any reason Wells Fargo Bank, N.A. does not serve as Trustee under the Master Indenture or the Series 2021A-3 Indenture.

Section 9. Arbitrage Covenant.

The County hereby covenants and agrees with the Holders of the Series 2021A-3 Bonds issued as tax-exempt obligations (the "Tax-Exempt Bonds") that it will not take any action which will, or fail to take any action which failure will, cause interest on the Tax-Exempt Bonds to become includable in the gross income of such Holders thereof for federal income tax purposes pursuant to the provisions of the Code and regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Bonds and that no use of the proceeds of the Tax-Exempt Bonds shall be made which, if such use had been reasonably expected on the date of issue of the Tax-Exempt Bonds would have caused the Tax-Exempt Bonds to be "arbitrage bonds," as defined in the Code; and to that end the County hereby shall:

(a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Tax-Exempt Bonds are Outstanding;

(b) establish such funds, make such calculations and pay such amounts, if necessary, in the manner and at the times required in order to comply with the requirements of the Code relating to required rebate of certain amounts to the United States; and

(c) make such reports of such information at the times and places required by the Code.

The Chairman of Council and the County Administrator are hereby authorized to execute a Federal Tax Certificate and otherwise adopt written procedures to ensure the County's compliance with federal tax matters relating to the Tax Exempt Bonds.

Section 10. Approval of Updated Assessment Roll A-3 and Reduction of Assessments.

The Council hereby approves, confirms and adopts the Updated Assessment Roll A-3, a copy of which is attached hereto as Exhibit E and filed with the Clerk to Council. As described in Section 3 hereof, the Series 2021A-3 Bonds are being issued in a principal amount of not exceeding $4,100,000, which is approximately $520,000 less than the available amount of the Authorized Bonds (e.g., $4,620,000) available to be issued for improvements in Bond Area 3 on the date hereof. Further, the proceeds of the Series 2021A-3 Bonds are being applied to finance the Series 2021A-3 Project, which improvements are expected to solely benefit the property within Bond Area 3 other than the Commercial Parcel. Accordingly, the Assessment A and Principal Portion of Assessment A (as such terms are defined in the Updated Assessment Roll A-3) for the Commercial Parcel are hereby reduced and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds, respectively, and the Updated Assessment Roll A-3 reflects, among other things, the issuance of the Series 2021A-3 Bonds and such reduction of Assessment A and Principal Portion of Assessment A, all as permitted by Section C.3.a and C.3.b., respectively, of Appendix A to the Updated Assessment Roll A-3.

Section 11. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to execute any amendments, changes or modifications to the forbearance agreements previously executed by the County or other documents authorized herein to effect the purposes of this ordinance.

Section 12. 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 13. Controlling Provisions.

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

Section 14. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this ____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John K. DuBose III, County Attorney

First Reading:	May 10, 2021
Second Reading:	May 24, 2021
Public Hearing:	May 24, 2021
Third Reading:	June 14, 2021

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SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

LANCASTER COUNTY, SOUTH CAROLINA

AND

WELLS FARGO BANK, N.A.

as Trustee

Dated [•], 2021

Authorizing and Securing

$[4,070,000]
LANCASTER COUNTY, SOUTH CAROLINA
WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS
SERIES 2021A-3

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EXHIBIT A FORM OF SERIES 2021A-3 BOND
EXHIBIT B FORM OF INVESTOR REPRESENTATION LETTER
EXHIBIT C FORM OF REQUISITION

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (the "Supplemental Indenture"), dated [•], 2021 between LANCASTER COUNTY, SOUTH CAROLINA (the "Issuer"), a body politic and political subdivision organized and existing under the laws of the State of South Carolina, and WELLS FARGO BANK, N.A., a national banking association duly organized and existing under the laws of the United States of America and having corporate trust offices in Minneapolis, Minnesota (said national banking association and any bank or trust company becoming successor trustee under this Supplemental Indenture being hereinafter referred to as the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer is a body politic and political subdivision organized and existing under the laws of the State of South Carolina, and

WHEREAS, the Walnut Creek Improvement District (formerly known as the Edenmoor Improvement District) established by the Issuer is described more fully in Exhibit A to the Amended and Restated Master Trust Indenture dated February 11, 2016, as heretofore amended and supplemented (as so amended and supplemented, the "Master Indenture"), referred to as the "Improvement District" and originally consisted of approximately 868 acres of land located within the Improvement District, as such premises may be further expanded or contracted pursuant to the Act; and

WHEREAS, pursuant to the Assessment Ordinance (as defined herein), in particular Ordinance No. 2016-1393 enacted by the Council (as defined herein) on November 14, 2016 (the "Amending Ordinance"), the Improvement District was established, enlarged and amended for the purposes of financing a portion of the cost of the Improvements as identified in the Amended Improvement Plan (as defined in the Assessment Ordinance) by the imposition of assessments, by special district bonds, by revenue bonds of the Issuer, or from general revenues from any source not restricted from such use by law, or by any combination of such funding sources; and

WHEREAS, pursuant to the Assessment Ordinance, the Improvement District was subdivided into three areas (referenced herein as Bond Area 1, Bond Area 2 and Bond Area 3 (each, a "Bond Area")); and

WHEREAS, the Issuer has heretofore issued (1) $8,510,000 aggregate original principal amount of its Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2016A-1 (secured solely by and payable from Assessments related to Bond Area 1), which are currently outstanding in the principal amount of $7,105,000; (2) $9,670,000 aggregate original principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-2 and $3,380,000 aggregate original principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (both of which are secured solely by and payable from Assessments related to Bond Area 2), which are currently outstanding in the aggregate principal amount of $10,630,000; and (3) $4,695,000 aggregate principal amount of its Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3 (secured solely by and payable from Assessments related to Bond Area 3), which are currently outstanding in the principal amount of $3,580,000 (the "Series 2006A-3 Bonds"); and

WHEREAS, pursuant to the Master Indenture and this Supplemental Indenture (hereinafter sometimes collectively referred to as the "Indenture"), the Issuer has determined to issue $[4,070,000] aggregate principal amount of Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Bonds, Series 2021A-3 (the "Series 2021A-3 Bonds"), to finance the cost of the Series 2021A-3 Project, to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined herein), and to pay costs of

issuance related to the Series 2021A-3 Bonds, and sell the Series 2021A-3 Bonds to Preston Hollow Capital, LLC (the "Purchaser"); and

WHEREAS, the Series 2021A-3 Bonds will be secured by a lien upon and pledge of Series A-3 Pledged Revenues (as defined in the Master Indenture) on a parity with the lien and pledge thereof securing the Series 2006A-3 Bonds, to the extent provided herein;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that to provide for the issuance of the Series 2021A-3 Bonds, the security and payment of the principal or redemption price thereof (as the case may be) and interest thereon, the rights of the Bondholders and the performance and observance of all of the covenants contained herein and in said Series 2021A-3 Bonds, and for and in consideration of the mutual covenants herein contained and of the purchase and acceptance of the Series 2021A-3 Bonds by the Owners thereof, from time to time, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer does hereby assign, transfer, set over and pledge to Wells Fargo Bank, N.A., as Trustee, its successors in trust and its assigns forever, and grants a lien on all of the right, title and interest of the Issuer in and to the Series A-3 Pledged Revenues as security for the payment of the principal, redemption or purchase price of (as the case may be) and interest on the Series 2021A-3 Bonds issued hereunder, all in the manner hereinafter provided, and the Issuer further hereby agrees with and covenants unto the Trustee as follows:

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and the proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien created by the Indenture with respect to the Series 2021A-3 Bonds.

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all present and future Owners of the Series 2021A-3 Bonds issued and to be issued under this Supplemental Indenture, without preference, priority or distinction as to lien or otherwise (except as otherwise specifically provided in this Supplemental Indenture) of any one Series 2021A-3 Bond over any other Series 2021A-3 Bond, all as provided in the Indenture.

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, or make due provision for the payment of the principal or redemption price of the Series 2021A-3 Bonds issued, secured and Outstanding hereunder and the interest due or to become due thereon, at the times and in the manner mentioned in such Series 2021A-3 Bonds and the Indenture, according to the true intent and meaning thereof and hereof, and the Issuer shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Supplemental Indenture and the rights hereby granted shall cease and terminate, otherwise this Supplemental Indenture to be and remain in full force and effect.

ARTICLE I

DEFINITIONS

In this Supplemental Indenture capitalized terms used without definition shall have the meanings ascribed thereto in the Master Indenture and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

"Acquisition and Project Funding Agreement" shall mean one or more improvement acquisition agreements relating to the Series 2021A-3 Project, between the Developer and the Issuer.

"Amending Ordinance" shall have the meaning set forth in the recitals hereof.

"Assessment Methodology" shall mean, collectively, the Report on the Reasonable Basis of Assessments prepared by MuniCap, Inc. and adopted by the Council on January 30, 2006, as supplemented by the Report on the Reasonable Basis of Assessment A for Bond Area 2 and Bond Area 3 prepared by David Taussig & Associates, Inc. and adopted by the Council on November 14, 2016, as further amended and supplemented from time to time.

"Assessment Ordinance" shall mean Ordinance No. 713 enacted by the Council on January 30, 2006, as corrected and confirmed by Resolution No. 527 adopted by the Council on May 22, 2006, and as amended by Ordinance No. 2015-1367 enacted by the Council on December 14, 2015, Ordinance No. 2016-1393 enacted by the Council on November 14, 2016 and Ordinance No. 2019-1602 enacted on September 9, 2019, as amended and supplemented from time to time.

"Assessment Proceedings" shall mean the proceedings of the Issuer with respect to the establishment, imposition and collection of the Assessments, including the Assessment Roll A-3 relating to the Series 2021A-3 Bonds, as authorized and approved pursuant to the Assessment Ordinance.

"Assessment Roll A-3" shall mean the Assessment Roll A for Bond Area 3, originally dated November 14, 2016, as updated from time to time thereafter, and filed in the office of the Clerk of Court for the Issuer authorized by the Assessment Proceedings.

"Assessments" shall have the meaning set forth in the Indenture.

"Authorized Denomination" shall mean, prior to the Unrestricted Transfer Date, minimum denominations of $25,000 and any integral multiple of $5,000 in excess thereof and, after the Unrestricted Transfer Date, minimum denominations of $5,000 and any integral multiple of $5,000 in excess thereof.

"Bond Area 3" shall mean the parcels comprising a portion of the District, upon which Assessment A-3 is imposed, as described in Assessment Roll A-3 and Schedule I attached hereto.

"Completion Date" shall have the meaning set forth in Section 4.04 hereof.

"Cost" or "Costs," in connection with the Series 2021A-3 Project or any portion thereof, shall mean all expenses which are properly chargeable thereto under Generally Accepted Accounting Principles or which are incidental to the planning, financing, acquisition, construction, reconstruction, equipping and installation thereof, including, without limiting the generality of the foregoing:

(a) expenses of determining the feasibility or practicability of acquisition, construction, or reconstruction;

(b) cost of surveys, estimates, plans, and specifications;

(c) cost of improvements;

(d) engineering, architectural, fiscal, legal, accounting and other professional and advisory expenses and charges;

(e) cost of all labor, materials, machinery, and equipment (including, without limitation, (i) amounts payable to contractors, builders and materialmen and costs incident to the award of contracts and (ii) the cost of labor, facilities and services furnished by the Issuer and its employees, materials and supplies purchased by the Issuer, and permits and licenses obtained by the Issuer);

(f) cost of all lands, properties, rights, easements, and franchises acquired;

(g) financing charges;

(h) creation of initial reserve and debt service funds;

(i) working capital;

(j) interest coming due on the Series 2021A-3 Bonds and interest charges incurred or estimated to be incurred on money borrowed prior to and during construction and acquisition and for such reasonable period of time after completion of construction or acquisition as the Council may determine;

(k) the cost of issuance of Series 2021A-3 Bonds, including, without limitation, advertisements and printing;

(l) the discount, if any, on the sale or exchange of Series 2021A-3 Bonds;

(m) amounts required to repay temporary or bond anticipation loans made to finance any costs permitted under the Act;

(n) costs of prior improvements performed by the Issuer in anticipation of the Series 2021A-3 Project;

(o) costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services, or any other Person, for a default or breach under the corresponding contract, or in connection with any other dispute;

(p) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(q) payments, contributions, dedications, and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose;

(r) Administrative Expenses;

(s) taxes, assessments and similar governmental charges during construction or reconstruction of the Series 2021A-3 Project;

(t) expenses of Series 2021A-3 Project management and supervision;

(u) costs of effecting compliance with any and all governmental permits relating to the Series 2021A-3 Project;

(v) such other expenses as may be necessary or incidental to the acquisition, construction, or reconstruction of the Series 2021A-3 Project or to the financing thereof; and

(w) any other "cost" or expense as provided by the Act.

In connection with the refunding or redeeming of any Series 2021A-3 Bonds, "Cost" includes, without limiting the generality of the foregoing, the items listed in (d), (k), and (l) above, and other expenses related to the redemption of the Series 2021A-3 Bonds to be redeemed and the Redemption Price of such Series 2021A-3 Bonds (and the accrued interest payable on redemption to the extent not otherwise provided for). Whenever Costs are required to be itemized, such itemization shall, to the extent practicable, correspond with the items listed above. Whenever Costs are to be paid hereunder, such payment may be made by way of reimbursement to the Issuer or any other Person who has paid the same in addition to direct payment of Costs.

"Council" shall mean the County Council of the Issuer.

"Defeasance Securities" shall mean, with respect to the Series 2021A-3 Bonds, to the extent permitted by law, (a) cash deposits (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in clause (b) hereof), and (b) Government Obligations (including obligations issued or held in book entry form on the books of the Department of Treasury), which are non-callable and non-prepayable.

"Indenture" shall mean the Master Indenture and this Supplemental Indenture, and as further supplemented and amended with respect to matters pertaining solely to the Indenture or the Series 2021A-3 Bonds (as opposed to supplements or amendments relating to Series of Bonds other than the Series 2021A-3 Bonds).

"Interest Payment Date" shall mean June 1 and December 1 of each year, commencing _____.

"Issuer" shall mean Lancaster County, South Carolina.

"Ordinance" shall mean Ordinance No. 2021-____ enacted by the Council on _____, 2021, pursuant to which the Issuer authorized the issuance of not exceeding $[4,070,000] aggregate principal amount of its assessment bonds.

"Paying Agent" shall mean Wells Fargo Bank, N.A., and its successors and assigns as Paying Agent hereunder.

"Prepayment" shall mean the payment by any owner of property of the amount of Assessments encumbering its property, prior to its scheduled due date, including optional prepayments and prepayments which become due pursuant to the "true-up" mechanism contained in the Assessment

Ordinance, the Assessment Methodology, the Assessment Roll A-3 or the Assessment Proceedings. "Prepayments" shall include, without limitation, the Series 2021A-3 Prepayment Principal.

"Principal Payment Date" shall have the meaning set forth in Section 2.05(a) hereof.

"Registrar" shall mean Wells Fargo Bank, N.A. and its successors and assigns as Registrar hereunder.

"Regular Record Date" shall mean the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date.

"Series A-3 Assessment Consultant" shall mean the Assessment Consultant for Bond Area 3, which as of the date of this Supplemental Indenture is David Taussig and Associates, Inc.

"Series A-3 Pledged Revenues" shall have the meaning set forth in the Indenture.

"Series 2021A-3 Account" or "Series 2021A-3 Accounts" shall mean any account established pursuant to this Supplemental Indenture.

"Series 2021A-3 Acquisition and Construction Account" shall mean the Account so designated, established as a separate account within the Acquisition and Construction Fund pursuant to Section 4.01(a) of this Supplemental Indenture.

"Series 2021A-3 Administrative Expenses Account" shall mean the Account so designated, established as a separate account within the Administrative Expenses Fund pursuant to Section 4.01(h) of this Supplemental Indenture.

"Series 2021A-3 Bonds" shall mean the $[4,070,000] aggregate principal amount of Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Bonds, Series 2021A-3, or such other appropriate series designation, to be issued as fully registered Bonds in accordance with the provisions of the Indenture, and secured and authorized by the Indenture.

"Series 2021A-3 Debt Service Reserve Account" shall mean the Account so designated, established as a separate account within the Debt Service Reserve Fund pursuant to Section 4.01(f) of this Supplemental Indenture.

"Series 2021A-3 Debt Service Reserve Requirement" shall have the meaning set forth in Section 4.01(f) of this Supplemental Indenture.

"Series 2021A-3 Fund" or "Series 2021A-3 Funds" shall mean any fund established pursuant to this Supplemental Indenture.

"Series 2021A-3 General Account" shall mean the Account so designated, established as a separate account under the Bond Redemption Fund pursuant to Section 4.01(h) of this Supplemental Indenture.

"Series 2021A-3 Interest Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(d) of this Supplemental Indenture.

"Series 2021A-3 Prepayment Account" shall mean the Account so designated, established as a separate account within the Bond Redemption Fund pursuant to Section 4.01(g) of this Supplemental Indenture.

"Series 2021A-3 Prepayment Principal" shall mean the portion of a Prepayment corresponding to the principal amount of Assessments being prepaid.

"Series 2021A-3 Principal Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(c) of this Supplemental Indenture.

"Series 2021A-3 Project" shall mean the portions of the Project (as defined in the Indenture) being financed with the Series 2021A-3 Bonds issued hereunder.

"Series 2021A-3 Revenue Account" shall mean the Account so designated, established as a separate account within the Revenue Fund pursuant to Section 4.01(b) of this Supplemental Indenture.

"Series 2021A-3 Sinking Fund Account" shall mean the Account so designated, established as a separate account within the Debt Service Fund pursuant to Section 4.01(e) of this Supplemental Indenture.

"Series 2021A-3 Sub-account" or "Series 2021A-3 Sub-accounts" shall mean any sub-account established pursuant to this Supplemental Indenture.

"Supplemental Indenture" shall mean this Second Supplemental Trust Indenture dated [•], by and between the Issuer and the Trustee, as supplemented or amended.

"Tax Certificate" shall mean the Federal Tax Certificate of the Issuer, dated the date of closing.

"Unrestricted Transfer Date" shall mean the earlier of the dates on which (1) the Series 2021A-3 Bonds have been rated at least "BBB-" or "Baa3" by S&P or Moody's, as applicable, or (2) the Value-to-Lien Ratio is at least 8:1, as evidenced by a written certificate provided by the Series A-3 Assessment Consultant to the Issuer and the Trustee.

"Value-to-Lien Ratio" shall mean the fair market value of all developed and undeveloped property in Bond Area 3 (other than the Commercial Parcel), as determined by the County Assessor as of December 31 of the prior calendar year, divided by the aggregate outstanding principal amount of the Series 2006A-3 Bonds, the Series 2021A-3 Bonds and any other Series of Bonds hereafter issued under the Indenture which are secured by a lien upon and pledge of Series A-3 Pledged Revenues.

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the forms of Series 2021A-3 Bonds attached hereto), refer to the entire Indenture.

Every "request", "requisition", "order", "demand", "application", "notice", "statement", "certificate", "consent", or similar action hereunder by the Issuer shall, unless the form or execution thereof is otherwise specifically provided, be in writing signed by the Authorized Officer of the Issuer.

All words and terms importing the singular number shall, where the context requires, import the plural number and vice versa.

[End of Article I]

ARTICLE II

THE SERIES 2021A-3 BONDS

SECTION 2.01. Amounts and Terms of Series 2021A-3 Bonds; Issuance of Series 2021A-3 Bonds. No Series 2021A-3 Bonds may be issued under this Supplemental Indenture except in accordance with the provisions of this Article II and Articles II and III of the Indenture. The Series 2021A-3 Bonds being issued under this Supplemental Indenture shall constitute "Series A-3 Bonds" and a Series of Bonds within the meaning of the Indenture, and are secured by a lien and pledge of the Series A-3 Pledged Revenues on a parity with the lien and pledge thereof securing the Outstanding Series 2006A-3 Bonds and any other Series A-3 Bonds (as defined in the Master Indenture) hereafter issued under the Indenture from time to time.

(a) Subject to the provisions of Section 2.06 hereof, the total principal amount of Series 2021A-3 Bonds that may be issued under this Supplemental Indenture is expressly limited to $[4,070,000]. The Series 2021A-3 Bonds shall be numbered consecutively from A-3R-1 and upwards.

(b) Any and all Series 2021A-3 Bonds shall be issued substantially in the forms attached hereto as Exhibit A, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture and with such additional changes as may be necessary or appropriate to conform to the provisions of the Ordinance. The Issuer shall issue the Series 2021A-3 Bonds upon execution of this Supplemental Indenture and satisfaction of the requirements of Section 2.06 hereof; and the Trustee shall, at the Issuer's request, authenticate such Series 2021A-3 Bonds and deliver them to the Purchaser as specified in the request.

SECTION 2.02. Execution. The Series 2021A-3 Bonds shall be executed by the Issuer as set forth in the Indenture.

SECTION 2.03. Authentication. The Series 2021A-3 Bonds shall be authenticated as set forth in the Indenture. No Series 2021A-3 Bond shall be valid until the certificate of authentication shall have been duly executed by the Trustee, as provided in the Indenture.

SECTION 2.04. Purpose, Designation and Denominations of, and Interest Accruals on, the Series 2021A-3 Bonds.

(a) The Series 2021A-3 Bonds are being issued hereunder to finance the Costs of the Series 2021A-3 Project, to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement, and to pay costs of issuance related to the Series 2021A-3 Bonds. The Series 2021A-3 Bonds shall be designated "Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3", and shall be issued as fully registered bonds without coupons in Authorized Denominations.

(b) The Series 2021A-3 Bonds shall be dated their respective dates of delivery. Interest on the Series 2021A-3 Bonds when issued shall be payable on each Interest Payment Date to maturity or prior redemption. Interest on the Series 2021A-3 Bonds, when issued, shall accrue and be payable from their dates of delivery to the next Interest Payment Date and, thereafter, from the most recent Interest Payment Date to which interest has been paid.

(c) The principal or Redemption Price of and the interest on the Series 2021A-3 Bonds shall be payable in lawful money of the United States of America. Except as otherwise provided in Section 2.07 of this Supplemental Indenture in connection with a book entry only system of registration

of the Series 2021A-3 Bonds, the payment of principal or Redemption Price of and interest on the Series 2021A-3 Bonds shall be made on each Principal Payment Date (or earlier redemption date) or Interest Payment Date, respectively, to the Owners of the Series 2021A-3 Bonds by check or draft drawn on the Paying Agent and mailed on the applicable payment date to each Owner as such Owner appears on the Bond Register maintained by the Registrar as of the close of business on the business day immediately prior to a Principal Payment Date or redemption date or the Regular Record Date (as applicable), at his address as it appears on the Bond Register. Any interest on any Series 2021A-3 Bond which is payable, but is not punctually paid or provided for on any Interest Payment Date (hereinafter called "Defaulted Interest") shall be paid to the Owner in whose name the Series 2021A-3 Bond is registered at the close of business on a Special Record Date to be fixed by the Trustee, such date to be not more than fifteen (15) nor less than ten (10) days prior to the date of proposed payment. The Trustee shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class, postage-prepaid, to each Owner of record as of the fifth (5th) day prior to such mailing, at his address as it appears in the Bond Register not less than ten (10) days prior to such Special Record Date. The foregoing notwithstanding, any Owner of Series 2021A-3 Bonds in an aggregate principal amount of at least $1,000,000 shall be entitled to have interest paid by wire transfer to such Owner to the bank account number on file with the Paying Agent, upon requesting the same in a writing received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date, which writing shall specify the bank, which shall be a bank within the continental United States, and bank account number to which interest payments are to be wired. Any such request for interest payments by wire transfer shall remain in effect until rescinded or changed, in a writing delivered by the Owner to the Paying Agent, and any such rescission or change of wire transfer instructions must be received by the Paying Agent at least fifteen (15) days prior to the relevant Interest Payment Date.

SECTION 2.05. Debt Service on the Series 2021A-3 Bonds.

(a) The Series 2021A-3 Bonds will mature (subject to prior redemption as provided herein) on December 1, 2045 (the "Principal Payment Date"), and bear interest at a rate per annum of 6%.

(b) Interest on the Series 2021A-3 Bonds will be computed in all cases on the basis of a 360 day year of twelve 30 day months. Interest on overdue principal and, to the extent lawful, on overdue interest will be payable at the numerical rate of interest borne by the Series 2021A-3 Bonds on the day before the default occurred.

SECTION 2.06. Conditions to Issuance of Series 2021A-3 Bonds . The Series 2021A-3 Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, and the Trustee shall authenticate and deliver an amount of the Series 2021A-3 Bonds for original issue, to the Purchaser, upon receipt by the Trustee of the following documents:

(1) An originally executed or certified copy of the Acquisition and Project Funding Agreement;

(2) An order of the Issuer to the Trustee to authenticate the Series 2021A-3 Bonds and deliver said Series 2021A-3 Bonds to the Purchaser; and

(5) An Investor Representation Letter, in substantially the form attached as Exhibit B hereto, executed by the Purchaser with respect to the Series 2021A-3 Bonds to be issued.

When the documents specified above have been filed with the Trustee, and when the Series 2021A-3 Bonds shall have been executed and authenticated as required by this Supplemental Indenture, the Trustee shall deliver the Series 2021A-3 Bonds to or upon the order of the Purchaser.

The net proceeds of sale of the Series 2021A-3 Bonds of $[4,070,000] (representing the principal amount thereof) shall as soon as practicable upon the delivery thereof to the Trustee by the Issuer be deposited in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund to be applied in accordance with Section 4.04 hereof.

SECTION 2.07. Book-Entry Form of Series 2021A-3 Bonds . The Series 2021A-3 Bonds shall be issued as one fully registered bond and deposited with The Depository Trust Company, New York, New York ("DTC"), which is responsible for establishing and maintaining records of ownership for its participants.

The Issuer has executed a blanket letter of representations with DTC dated December 14, 1999, providing for such book-entry-only system, in accordance with the provisions of Section 2.11 of the Indenture. Such agreement may be terminated at any time by either DTC or the Issuer. In the event of such termination, the Issuer shall select another securities depository. If the Issuer does not replace DTC, the Trustee will register and deliver to the Beneficial Owners replacement Series 2021A-3 Bonds in the form of fully registered Series 2021A-3 Bonds in accordance with the instructions from Cede & Co.

SECTION 2.08. Appointment of Registrar and Paying Agent; Transfer Restrictions; Ratings. The Issuer shall keep, at the designated corporate trust office of the Registrar, books (the "Bond Register") for the registration, transfer and exchange of the Series 2021A-3 Bonds, and hereby appoints Wells Fargo Bank, N.A., as its Registrar to keep such books and make such registrations, transfers, and exchanges as required hereby. Wells Fargo Bank, N.A., hereby accepts its appointment as Registrar and its duties and responsibilities as Registrar hereunder. Registrations, transfers and exchanges shall be without charge to the Bondholder requesting such registration, transfer or exchange, but such Bondholder shall pay any taxes or other governmental charges on all registrations, transfers and exchanges. The Issuer hereby appoints Wells Fargo Bank, N.A., as Paying Agent for the Series 2021A-3 Bonds. Wells Fargo Bank, N.A. hereby accepts its appointment as Paying Agent and its duties and responsibilities as Paying Agent hereunder.

The Series 2021A-3 Bonds shall be initially purchased by the Purchaser, which has represented in the Investor Representation Letter described in Section 2.07, among other things, that it is (a) a "qualified institutional buyer" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended); or (b) an "accredited investor" (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended). The Series 2021A-3 Bonds may be transferred as provided in Section 2.08 of the Master Indenture; provided that, prior to the Unrestricted Transfer Date, such Series 2021A-3 Bonds may be transferred in whole or in part only to (i) "qualified institutional buyers" (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended); or (ii) "accredited investors" (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended).

Upon the delivery to the Trustee of (a) the written direction of all of the owners of the Series 2021A-3 Bonds presented for exchange, (b) an opinion of Bond Counsel substantially to the effect that the exchange described in this paragraph will not, in and of itself, cause interest on the Series 2021A-3 Bonds received by the owner or beneficial owner thereof to be included in the gross income of such owner or beneficial owner for federal income tax purposes, and (c) all of the Outstanding Series 2021A-3 Bonds presented for exchange, the Issuer shall execute and the Trustee shall authenticate and deliver, in exchange for such Series 2021A-3 Bonds presented for exchange, one or more serial and/or term Series 2021A-3 Bonds in such principal amounts, bearing interest at such rates, maturing on such dates and being subject to mandatory sinking fund redemption on such dates as are specified in such written direction of such owners; provided, however, that the annual Debt Service in each Fiscal Year of such serial and/or term Series 2021A-3 Bonds shall be less than or equal to the annual Debt Service in such

Fiscal Year on the Series 2021A-3 Bonds Outstanding presented for exchange immediately prior to such exchange. All costs and expenses of such exchange, including the costs for new CUSIP numbers and DTC registration, the costs and expenses of the Issuer (including fees, costs and expenses of any attorneys or consultants retained by it in connection therewith), the costs and expenses of the Trustee (including fees, costs and expenses of any attorneys retained by it in connection therewith) and the fees, costs and expenses of Bond Counsel, shall be paid by the owners of the Series 2021A-3 Bonds presented for exchange. The Series 2021A-3 Bonds delivered to the Trustee in exchange for such serial and/or term Series 2021A-3 Bonds shall be cancelled by the Trustee and destroyed.

If so requested in writing by the holders of more than 50% in aggregate principal outstanding of the Series 2021A-3 Bonds, the Issuer shall promptly and reasonably cooperate in the solicitation of a credit rating on the Series 2021A-3 Bonds from one or more nationally recognized bond rating agencies in order to obtain a credit rating on the Series 2021A-3 Bonds. In connection with such rating solicitation, the Issuer shall consent to and reasonably cooperate in causing any rating received as a result of a solicitation thereof as provided in this subsection to be published in one or more market publications in which ratings of municipal debt obligations are published. All costs and expenses associated with such solicitation and publication incurred by the Issuer (including any advisors or consultants for the Issuer or Bond Area 3 and legal expenses of its counsel and Bond Counsel) shall be the responsibility of the owners of the Series 2021A-3 Bonds and the Issuer shall have no responsibility to pay any costs related to such solicitation.

If the Series 2021A-3 Bonds receive a rating as a result of a solicitation thereof as provided in the foregoing paragraph, the Issuer shall, if so requested in writing by the holders of more than 50% in aggregate principal outstanding of the Series 2021A-3 Bonds, reasonably cooperate in the preparation of an offering or remarketing memorandum or similar disclosure document for such Series 2021A-3 Bonds; provided, however, that the Issuer shall not be required to produce or provide information which is not publicly available or disclosed pursuant to its continuing disclosure obligations. All costs and expenses associated with such preparation of an offering or remarketing memorandum for such Series 2021A-3 Bonds (or the production or provision of information therefor) incurred by the Issuer (including any advisors or consultants for the Issuer or Bond Area 3 and legal expenses of its counsel and Bond Counsel) shall be the responsibility of the owners of the Series 2021A-3 Bonds and the Issuer shall have no responsibility to pay any costs related thereto.

SECTION 2.09. Special Obligations. The Series 2021A-3 Bonds shall be special obligations of the Issuer. Neither the Series 2021A-3 Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or indebtedness of the Issuer within the meaning of any State constitutional provision or statutory limitation (other than Article X, Section 14(10) of the State Constitution authorizing indebtedness payable solely from a source of revenue derived other than from a tax or license). The Series 2021A-3 Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the Issuer or a charge against the general credit or taxing power of the Issuer. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the Issuer or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Indenture, any Supplemental Indenture, or the Series 2021A-3 Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Indenture, any Supplemental Indenture, or the Series 2021A-3 Bonds, shall be payable solely from, and shall be secured solely by, the Series A-3 Pledged Revenues.

[End of Article II]

ARTICLE III

REDEMPTION OF SERIES 2021A-3 BONDS

SECTION 3.01. Redemption Dates and Prices. The Series 2021A-3 Bonds shall be subject to redemption at the times and in the manner provided in Article VIII of the Indenture and in this Article III. All payments of the Redemption Price of the Series 2021A-3 Bonds shall be made on the dates hereinafter required. Except as otherwise provided in this Section 3.01, if less than all the Series 2021A-3 Bonds are to be redeemed, the particular Series 2021A-3 Bonds (or portions thereof) to be redeemed shall be allocated by the Trustee on a pro rata basis; provided, that the remaining amount of Series 2021A-3 Bonds after such partial redemption shall be in an Authorized Denomination.

(a) Optional Redemption. The Series 2021A-3 Bonds are not subject to optional redemption prior to _____ 1, 2031, but may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part at any time on or after _____ 1, 2031, at a redemption price equal to the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption.

(b) Extraordinary Mandatory Redemption in Whole or in Part. The Series 2021A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price equal to 100% of the principal amount of the Series 2021A-3 Bonds to be redeemed, without penalty, plus interest accrued to the redemption date, as follows:

(i) from Series 2021A-3 Prepayment Principal deposited into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund following the payment in whole or in part of Assessments on any portion of the property within Bond Area 3 of the Improvement District specially in accordance with the provisions of Sections 4.01(g)(ii) and 4.05(a) hereof.

(ii) from moneys, if any, on deposit in the Series 2021A-3 Accounts and Series 2021A-3 Sub-accounts in the Series 2021A-3 Funds and Series 2021A-3 Accounts (other than the Rebate Fund), as the case may be, sufficient to pay and redeem all Outstanding Series 2021A-3 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture.

(iii) [Reserved]

(iv) [Reserved]

(v) from excess moneys transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund in accordance with Section 6.03 of the Indenture and Section 4.01(g)(i) hereof.

(vi) following condemnation or the sale of any portion of the Series 2021A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2021A-3 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the Issuer shall describe to the Trustee in writing.

(vii) following the damage or destruction of all or substantially all of the Series 2021A-3 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least forty-five (45) days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2021A-3 Project would not be economical or would be impracticable.

(viii) [Reserved]

(ix) on or after the Completion Date, by application of moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2021A-3 Project, which shall be transferred to the Series 2021A-3 General Account within the Bond Redemption Fund, credited toward extinguishment of the Assessments and applied toward the redemption of the Series 2021A-3 Bonds, in accordance with Section 4.04(c) hereof.

(c) Mandatory Sinking Fund Redemption. The Series 2021A-3 Bonds are subject to mandatory redemption from moneys in the Series 2021A-3 Sinking Fund Account established under the Indenture in satisfaction of each Sinking Fund Installment at the Redemption Price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

YEAR	AMOUNT
	$

* Final Maturity

At its option, to be exercised on or before the sixtieth (60^{th}) day prior to any mandatory redemption date, the Issuer may (i) deliver to the Registrar for cancellation Series 2021A-3 Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such Series 2021A-3 Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the Issuer and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each Series 2021A-3 Bond so delivered or previously purchased or redeemed shall be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the Issuer on those respective mandatory redemption obligations in such order as the Issuer may direct the Registrar in writing, and the principal amount of the Series 2021A-3 Bonds to be redeemed by operation of the mandatory redemption requirement shall be accordingly reduced.

SECTION 3.02. Notice of Redemption. When required to redeem Series 2021A-3 Bonds under any provision of this Supplemental Indenture or directed to redeem Series 2021A-3 Bonds by the Issuer, the Trustee shall give or cause to be given to Owners of the Series 2021A-3 Bonds to be redeemed notice of the redemption, as set forth in Section 8.02 of the Indenture.

[End of Article III]

ARTICLE IV

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS;
ADDITIONAL COVENANTS OF THE ISSUER; PREPAYMENTS; REMOVAL OF SPECIAL ASSESSMENT LIENS

SECTION 4.01. Establishment of Certain Funds and Accounts.

(a) The Trustee shall establish an Acquisition and Construction Fund and an account within such Acquisition and Construction Fund designated as the "Series 2021A-3 Acquisition and Construction Account." The amounts in any account of the Acquisition and Construction Fund, until applied as hereinafter provided, shall be held for the security of the Series of Bonds hereunder in respect of which such Series Account was established. Proceeds of the Series 2021A-3 Bonds shall be deposited into the Series 2021A-3 Acquisition and Construction Account in the amount set forth in Section 2.06 of this Supplemental Indenture and such moneys in the Series 2021A-3 Acquisition and Construction Account shall be applied as set forth in Sections and 4.04 of this Supplemental Indenture.

(b) Pursuant to Section 6.03 of the Indenture, the Trustee shall establish an account within the Revenue Fund designated as the "Series 2021A-3 Revenue Account." Assessments (except for Prepayments of Assessments which shall be deposited in the Series 2021A-3 Prepayment Account) shall be deposited by the Trustee into the Series 2021A-3 Revenue Account, which shall be applied as set forth in Article VI of the Indenture and Section 4.02 of this Supplemental Indenture.

(c) Pursuant to Section 6.04 of the Indenture, the Trustee shall establish an account within the Debt Service Fund designated as the "Series 2021A-3 Principal Account." Moneys shall be deposited into the Series 2021A-3 Principal Account as provided in Article VI of the Indenture and Section 4.02 of this Supplemental Indenture, and applied for the purposes provided therein.

(d) Pursuant to Section 6.04 of the Indenture, the Trustee shall establish an account within the Debt Service Fund designated as the "Series 2021A-3 Interest Account." Moneys deposited into the Series 2021A-3 Interest Account pursuant to the Indenture and Section 4.02 of this Supplemental Indenture, shall be applied for the purposes provided therein.

(e) Pursuant to Section 6.04 of the Indenture, the Trustee shall establish an account within the Debt Service Fund designated as the "Series 2021A-3 Sinking Fund Account." Moneys shall be deposited into the Series 2021A-3 Sinking Fund Account as provided in Article VI of the Indenture and applied for the purposes provided therein and in Section 3.01(c) of this Supplemental Indenture.

(f) Pursuant to Section 6.05 of the Indenture, the Trustee shall establish an account within the Debt Service Reserve Fund designated as the "Series 2021A-3 Debt Service Reserve Account." As of the date hereof, the Series 2021A-3 Debt Service Reserve Requirement shall initially be [$_____ [dollar amount determined at closing equal to 5% of the par amount of the Bonds]].

The amounts deposited into the Series 2021A-3 Debt Service Reserve Account pursuant to this Section 6.12(f), together with any other moneys deposited thereto pursuant to the Master Indenture, shall be applied for the purposes provided herein. On each June 1 and December 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Series 2021A-3 Debt Service Reserve Account and transfer any excess therein above the Series 2021A-3 Debt Service Reserve Requirement to the Series 2021A-3 Interest Account, Series 2021A-3 Principal Account or Series 2021A-3 Sinking Fund Account, at the direction of the Issuer, to be used for the purposes otherwise specified herein.

(g) Pursuant to Section 6.06 of the Indenture, the Trustee shall establish separate accounts within the Bond Redemption Fund designated as the "Series 2021A-3 General Account" and the "Series 2021A-3 Prepayment Account." Except as otherwise provided in this Supplemental Indenture, moneys to be deposited into the Bond Redemption Fund as provided in Article VI of the Indenture shall be deposited to the Series 2021A-3 General Account within the Bond Redemption Fund.

(i) Moneys in the Series 2021A-3 General Account within the Bond Redemption Fund (including all earnings on investments held therein) shall be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, except for moneys received as prepayments of Assessments pursuant to Section 4.05 below, to make such deposits into the Rebate Fund, if any, as the Issuer may direct in accordance with the Tax Certificate, such moneys thereupon to be used solely for the purposes specified in the Tax Certificate. Any moneys so transferred from the Series 2021A-3 General Account within the Bond Redemption Fund to the Rebate Fund shall thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for redemption pursuant to Section 3.01(b)(ii), (v), (vi), (vii) and (viii) hereof an amount of Series 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 General Account within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of an Authorized Officer, to call for redemption on each Interest Payment Date on which Series 2021A-3 Bonds are subject to optional redemption pursuant to Section 3.01(a) hereof such amount of Series 2021A-3 Bonds as, with the redemption premium, may be practicable; provided, however, that not less than $5,000 principal amount of Series 2021A-3 Bonds shall be called for redemption at one time.

(ii) Moneys in the Series 2021A-3 Prepayment Accounts within the Bond Redemption Fund (including all earnings on investments held in such Prepayment Accounts within the Bond Redemption Fund) shall be accumulated therein to be used to the extent that the need therefor arises to call for redemption pursuant to Section 3.01(b)(i) hereof an amount of Series 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 Prepayment Accounts within the Bond Redemption Fund pursuant to the aforesaid clauses or provisions, as appropriate, and as directed by the Issuer pursuant to the Assessment Proceedings, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate.

(h) Pursuant to Section 6.07 of the Indenture, the Trustee shall establish a separate account within the Administrative Expenses Fund designated as the "Series 2021A-3 Administrative Expenses Account."

SECTION 4.02. Series 2021A-3 Revenue Account. The Trustee shall transfer from amounts on deposit in the Series 2021A-3 Revenue Account within the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, there shall be deposited into the Series 2021A-3 Administrative Expenses Account of the Administrative Expenses Fund the portion of Assessments (allocable to Assessment A-3) imposed and collected for Administrative Expenses related to Bond Area 3 and the Series A Bonds related thereto. The Trustee is authorized to pay such Administrative Expenses upon receipt of a requisition signed by an Authorized Officer;

SECOND, upon receipt but no later than the Business Day preceding each June 1 (commencing June 1, [2022], but subject to Section 4.04 hereof) to the Series 2021A-3 Interest Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the Series 2021A-3 Bonds becoming due on the next succeeding June 1, less any amounts on deposit in the Series 2021A-3 Interest Account not previously credited;

THIRD, no later than the Business Day next preceding December 1, 2045, to the Series 2021A-3 Principal Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of Series 2021A-3 Bonds Outstanding maturing on December 1, 2045, less any amounts on deposit in the Series 2021A-3 Principal Account not previously credited;

FOURTH, upon receipt but no later than the Business Day preceding each December 1 (commencing December 1, [2022], but subject to Section 4.04 hereof) to the Series 2021A-3 Interest Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the Series 2021A-3 Bonds becoming due on the next succeeding December 1, less any amount on deposit in the Series 2021A-3 Interest Account not previously credited;

FIFTH, no later than the Business Day next preceding each December 1, commencing December 1, [•] through [•], to the Series 2021A-3 Sinking Fund Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of the Series 2021A-3 Bonds subject to sinking fund redemption on such December 1, less any amount on deposit in the Series 2021A-3 Sinking Fund Account not previously credited;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while Series 2021A-3 Bonds remain Outstanding, to the Series 2021A-3 Debt Service Reserve Account, an amount from the Series 2021A-3 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-3 Debt Service Reserve Requirement for the Series 2021A-3 Bonds; and

SEVENTH, subject to the following paragraph the balance of any moneys remaining after making the foregoing deposits shall remain therein.

The Trustee shall within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the Issuer, withdraw any moneys held for the credit of the Series 2021A-3 Revenue Account which are not otherwise required to be deposited pursuant to this Section and deposit such moneys as directed to the credit of the Series 2021A-3 General Account within the Bond Redemption Fund as determined by the Issuer in accordance with the provisions hereof. Assessment prepayments shall be deposited directly into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund as provided in the Indenture.

SECTION 4.03. Power to Issue Series 2021A-3 Bonds and Create Lien. The Issuer is duly authorized under the Act and all applicable laws of the State to issue the Series 2021A-3 Bonds, to execute and deliver the Indenture and to pledge the Series A-3 Pledged Revenues for the benefit of the Series 2021A-3 Bonds to the extent set forth herein. The Series A-3 Pledged Revenues are not, and without the prior written consent of the Holders of more than 50% of the aggregate principal amount Outstanding of the Series 2021A-3 Bonds, shall not be subject to any other lien senior to or on a parity with the lien or pledge created in favor of the Series 2021A-3 Bonds, except for the lien and pledge thereon securing the Series 2006A-3 Bonds, which shall not exceed $3,580,000, and any Series A-3 Bonds (as defined in the Master Indenture) issued for the purpose of refunding for debt service savings in every year that the Series 2021A-3 Bonds are outstanding all or a portion of the Series 2006A-3 Bonds or the Series 2021A-3 Bonds (the "Refunding Series A-3 Bonds"). Except for Refunding Series A-3 Bonds, no additional bonds or indebtedness secured by a lien on the Series A-3 Pledged Revenues or by any Assessments on any property in Bond Area 3 shall be issued by the Issuer without the prior written consent of the Holders of more than 50% of the aggregate principal amount Outstanding of the Series 2021A-3 Bonds. The Series 2021A-3 Bonds and the provisions of the Indenture are and will be valid and legally enforceable obligations of the Issuer in accordance with their terms. The Issuer shall, at all times, to the extent permitted by law, defend, preserve and protect the pledge created by the Indenture and all the rights of the Owners of the Series 2021A-3 Bonds under the Indenture against all claims and demands of all persons whomsoever.

SECTION 4.04. Series 2021A-3 Acquisition and Construction Account. The following provisions relate to the administration and operation of the Series 2021A-3 Acquisition and Construction Account:

(a) *Deposits*. In addition to the deposit of amounts received by the Trustee on the date of issuance of the Series 2021A-3 Bonds, the Issuer shall pay or cause to be paid to the Trustee, for deposit into the Series 2021A-3 Acquisition and Construction Account, as promptly as practicable, the following amounts:

(i) Payments made to the Issuer from the sale, lease or other disposition of the Series 2021A-3 Project or any portion thereof; and

(ii) The balance of insurance proceeds with respect to the loss or destruction of the Series 2021A-3 Project or any portion thereof.

Amounts in the Series 2021A-3 Acquisition and Construction Account shall be applied to pay the Cost of the Series 2021A-3 Project or a portion thereof, as applicable, pertaining to the Series 2021A-3 Bonds in question; provided, however, that if any amounts remain in the Series 2021A-3 Acquisition and Construction Account after the Completion Date of the Series 2021A-3 Project or portion thereof pertaining to the Series 2021A-3 Bonds in question, and if such amounts are not reserved for payment of any remaining part of the Cost of such Series 2021A-3 Project, such amounts shall be transferred to the Series 2021A-3 Account of the Bond Redemption Fund for application to the redemption of Series 2021A-3 Bonds, as set forth in Section 6.06 of the Master Indenture or in this Supplemental Indenture.

(b) *Disbursements*. All payments from the Series 2021A-3 Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection. Moneys in the Series 2021A-3 Acquisition and Construction Account shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in this subsection (b). Before any such payment shall be made, the Issuer (upon being presented with a completed requisition in the form of Exhibit C attached hereto which has been reviewed and approved in writing by the Consulting Engineer) shall immediately expedite and

file with the Trustee a fully executed requisition for the payment of any Costs of the Series 2021A-3 Project; provided, however, that any payment of issuance costs for, or interest coming due on, the Series 2021A-3 Bonds may be made by written direction of the County to the Trustee. Upon receipt of each such requisition and accompanying certificate or written direction of the County, the Trustee shall promptly withdraw from the Series 2021A-3 Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. All requisitions, certificates and directions received by the Trustee pursuant to this Section 4.04 shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the Issuer, the Consulting Engineer, the Owner of any Bonds, and the agents and representatives thereof.

(c) *Completion of Series 2021A-3 Project.* Unless otherwise specifically provided in this Supplemental Indenture, on the date of completion of the Series 2021A-3 Project, as evidenced by the delivery of a Certificate of the Consulting Engineer (the "Completion Date"), the balance in the Series 2021A-3 Acquisition and Construction Account not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2021A-3 Project, shall be transferred by the Trustee to, and deposited in, the Series 2021A-3 General Account of the Bond Redemption Fund and applied as provided in Section 3.01(b)(ix) hereof.

SECTION 4.05. Prepayments; Removal of Special Assessment Liens.

(a) Any owner of a parcel of land within Bond Area 3 of the District which is subject to the Assessments may, at its option and on a per parcel basis, or under certain circumstances described in the Assessment Roll A-3, or the Assessment Proceedings in connection with Prepayments derived from application of the "true-up" mechanism therein, shall, require the Issuer to reduce or release and extinguish the lien upon such parcel(s) by virtue of the levy of the Assessments by paying to the Issuer at any time, the amount required with respect to the Assessments levied on such parcel(s) pursuant to the Assessment Proceedings and the Assessment Roll A-3, which shall constitute Series 2021A-3 Prepayment Principal, as directed by the Issuer pursuant to the provisions of Section 4.01(g)(ii) of this Supplemental Indenture, plus accrued interest to the next succeeding Interest Payment Date (or the second succeeding Interest Payment Date if such prepayment is made within 40 calendar days before an Interest Payment Date), attributable to the property subject to the Assessments owned by such owner; provided, however, to the extent that such payments are to be used to redeem Series 2021A-3 Bonds, in the event the amount in the Series 2021A-3 Debt Service Reserve Account will exceed the Series 2021A-3 Debt Service Reserve Requirement as a result of a Prepayment in accordance with this Section 4.05(a) and the resulting redemption in accordance with Section 3.01(b)(i) of this Supplemental Indenture of Series 2021A-3 Bonds, the excess amount shall be transferred from the Series 2021A-3 Debt Service Reserve Account to the Series 2021A-3 Prepayment Account within the Bond Redemption Fund, as a credit against the Series 2021A-3 Prepayment Principal, otherwise required to be paid by the owner of such lot or parcel, upon written instructions of the Issuer to the Trustee together with a certificate of an Authorized Officer of the Issuer stating that, after giving effect to such transfers sufficient moneys will be on deposit in the Series 2021A-3 Debt Service Reserve Account to equal or exceed the Series 2021A-3 Debt Service Reserve Requirement and, after giving effect to the proposed redemption of Series 2021A-3 Bonds, there will be sufficient Series A-3 Pledged Revenues to pay the principal and interest, when due, on all Series 2021A-3 Bonds that will remain Outstanding.

(b) Upon receipt of Series 2021A-3 Prepayment Principal as described in paragraph (a) above, subject to satisfaction of the conditions set forth therein, the Issuer shall immediately pay the amount so received to the Trustee, and the Issuer shall take such action as is necessary to record in the official records of the Issuer an affidavit or affidavits, as the case may be, executed by the Issuer, to the effect that the Assessment has been paid in whole or in part and that such Assessment lien is thereby reduced, or released and extinguished, as the case may be. Upon receipt of any such moneys from the

Issuer the Trustee shall immediately deposit the same into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund to be applied in accordance with clause (i) of Section 3.01(b) of this Supplemental Indenture, to the redemption of Series 2021A-3 Bonds or in accordance with Section 4.01(g)(ii) of this Supplemental Indenture.

[End of Article IV]

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.01. Interpretation of Supplemental Indenture. This Supplemental Indenture supplements the Indenture with respect to the Series 2021A-3 Bonds, and all of the provisions of the Indenture, to the extent not inconsistent herewith, are incorporated in this Supplemental Indenture by reference. To the maximum extent possible, the Indenture and the Supplemental Indenture shall be read and construed as one document.

SECTION 5.02. Amendments. Any amendments to this Supplemental Indenture shall be made pursuant to the provisions for amendment contained in the Indenture.

SECTION 5.03. Counterparts. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 5.04. Appendices and Exhibits. Any and all schedules, appendices or exhibits referred to in and attached to this Supplemental Indenture are hereby incorporated herein and made a part of this Supplemental Indenture for all purposes.

SECTION 5.05. Payment Dates. In any case in which an Interest Payment Date or the maturity date of the Series 2021A-3 Bonds or the date fixed for the redemption of any Series 2021A-3 Bonds shall be other than a Business Day, then payment of interest, principal or Redemption Price need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the due date, and no interest on such payment shall accrue for the period after such due date if payment is made on such next succeeding Business Day.

SECTION 5.06. No Rights Conferred on Others. Nothing herein contained shall confer any right upon any Person other than the parties hereto and the Holders of the Series 2021A-3 Bonds.

(Signature page to follow)

IN WITNESS WHEREOF, Lancaster County, South Carolina has caused this Second Supplemental Trust Indenture to be executed by the Chairman of its County Council and its seal to be hereunto affixed and attested by the Clerk to Council has caused this Second Supplemental Trust Indenture to be executed by one of its authorized officers, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Chairman, County Council

(SEAL)

ATTEST

_____
Clerk to Council

WELLS FARGO BANK, N.A., as Trustee

By:_____
Its:_____

SCHEDULE I
LIST OF PARCELS WITHIN BOND AREA 3 OF THE DISTRICT

The parcels within Bond Area 3, as described by street address and/or tax map number, and property owners, all as of _____, 2021, are as follows:

Tax Map No.	Lot Number	Owner Name	Address

EXHIBIT A

FORM OF SERIES 2021A-3 BOND

Unless this bond is presented by an authorized representative of The Depository Trust Company, New York, New York ("DTC") to Lancaster County, South Carolina, or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. A-3R-__ $_____

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
LANCASTER COUNTY, SOUTH CAROLINA
WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BOND, SERIES 2021A-3

Interest Rate	Maturity Date	Dated Date	CUSIP
6%			

Registered Owner: CEDE & CO.

Principal Amount: _____

Lancaster County, South Carolina (the "Issuer"), on behalf of the Walnut Creek Improvement District (the "District"), created pursuant to Title 4, Chapter 35 of the Code of Laws of South Carolina 1976, as amended (the "Act"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns (the "Owner"), on the Maturity Date shown hereon, unless this bond shall have been called for redemption in whole or in part and payment of the Redemption Price shall have been duly made or provided for, the Principal Amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date (as defined herein) to which interest has been paid or provided for, or, if no interest has been paid, from the Dated Date shown above on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing on June 1, [2022], until payment of said Principal Amount has been made or provided for, at the Interest Rate per annum set forth above. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the registered Owner hereof at the close of business on the regular record date for such interest, which shall be the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); provided, however, that on or after the occurrence and continuance of an Event of Default under Section 9.02(a) of the Indenture relating to a failure to pay Debt Service, when due, the payment of interest and principal or Redemption Price or Sinking Fund Installment shall be made by the Paying Agent (as defined herein) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than 15 and not less than ten days prior to the date of such proposed payment, appears on the registration books of the Registrar as the

Owner of this bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation hereof at the designated corporate trust office of Wells Fargo Bank, N.A., as paying agent (the "Paying Agent"). Payment of interest shall be made by check or draft mailed by the Paying Agent and Registrar (or by wire transfer to an account within the continental United States, and at the expense of, the Owner if such Owner requests such method of payment in writing on or prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the Owner owns not less than $1,000,000 in aggregate principal amount of the hereafter defined Series 2021A-3 Bonds). Interest on this bond will be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a duly authorized issue of bonds of the Issuer designated "Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3" in the aggregate principal amount of $[4,070,000] (the "Series 2021A-3 Bonds"), being issued under the Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented, including as supplemented particularly by the Second Supplemental Trust Indenture dated [•], 2021 (as amended and supplemented, the "Indenture"), between the Issuer and Wells Fargo Bank, N.A., as trustee (the "Trustee"). The Series 2021A-3 Bonds are being issued for the purposes of (i) financing a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of water and wastewater facilities, a stormwater management system, and roads and roadway improvements in Bond Area 3 of the District (the "Series 2021A-3 Project"), (ii) to fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined in the Indenture); and (iii) paying certain issuance costs.

Terms not specifically defined herein has gave the definitions given such terms in the Indenture.

THIS SERIES 2021A-3 BOND IS A SPECIAL OBLIGATION OF THE ISSUER. NEITHER THIS BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE OF SOUTH CAROLINA (THE "STATE") CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE). THIS SERIES 2021A-3 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DOES NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE ISSUER. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE ISSUER OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, ANY SUPPLEMENTAL INDENTURE OR THIS SERIES 2021A-3 BOND. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, ANY SUPPLEMENTAL INDENTURE OR THIS SERIES 2021A-3 BOND, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE TRUST ESTATE, ALL AS PROVIDED IN THE INDENTURE.

This Series 2021A-3 Bond is issued under and pursuant to the Constitution and laws of the State, including the Act and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the corporate trust office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of Bonds issued under the Indenture, the collection and disposition of revenues and the funds charged with and pledged to the payment of the principal, Maturity Amount and Redemption Price

of, and the interest on, the Series 2021A-3 Bonds, the nature and extent of the security thereby created, the covenants of the Issuer with respect to the levy and collection of Assessments, the terms and conditions under which the Series 2021A-3 Bonds are or may be issued, the rights, duties, obligations and immunities of the Issuer and the Trustee under the Indenture and the rights of the Owners of the Series 2021A-3 Bonds, and, by the acceptance of this bond, the Owner assents to all of the provisions of the Indenture. The Series 2021A-3 Bonds are equally and ratably secured by the Trust Estate, without preference or priority of one bond over another. The Indenture permits the issuance of additional Bonds ranking on a parity with the Series 2021A-3 Bonds as to the lien and pledge of the Trust Estate. Additional Bonds may also be issued for the purposes of refunding Outstanding Bonds or for other purposes authorized by the Issuer.

The Series 2021A-3 Bonds are issuable only as registered bonds without coupons in current interest form in minimum denominations of (1) prior to the Unrestricted Transfer Date, $25,000 or any integral multiple of $5,000 in excess thereof and (2) after the Unrestricted Transfer Date, $5,000 and any integral multiple thereof (each, an "Authorized Denomination"). This bond is transferable by the registered Owner hereof or his duly authorized attorney at the designated corporate trust office of Wells Fargo Bank, N.A. in Minneapolis, Minnesota, as Registrar (the "Registrar"), upon surrender of this bond, accompanied by an assignment and a written instrument of transfer in form satisfactory to the Registrar, subject to such reasonable regulations as the Issuer or the Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2021A-3 Bond or Series 2021A-3 Bonds, in the same aggregate principal amount as the Series 2021A-3 Bond or Series 2021A-3 Bonds transferred, will be issued to the transferee. At the corporate trust office of the Registrar in Minneapolis, Minnesota, in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2021A-3 Bonds may be exchanged for an equal aggregate principal amount of Series 2021A-3 Bonds of the same Series, of Authorized Denominations and bearing interest at the same rate.

Optional Redemption. The Series 2021A-3 Bonds are not subject to optional redemption prior to December 1, 2031, but may, at the option of the Issuer, be called for redemption prior to maturity as a whole or in part at any time on or after December 1, 2031, at a redemption price equal to the principal amount to be redeemed, together with the interest accrued on such principal amount to the date fixed for redemption:

Extraordinary Mandatory Redemption. The 2021A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the Issuer in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price of 100% of the principal amount of the Series 2021A-3 Bonds to be redeemed, without premium, plus interest accrued to the date of redemption, as follows:

(a) from Series 2021A-3 Prepayment Principal deposited into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund following the payment in whole or in part of Assessments on any portion of the property within Bond Area 3 of the District in accordance with the provisions of the Indenture; or

(b) from moneys, if any, on deposit in the Series 2021A-3 Accounts and Sub-accounts within the Series 2021A-3 Funds and Series 2021 Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding Series 2021A-3 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Master Indenture; or

(c) from excess moneys transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund in accordance with the Indenture; or

(d) following condemnation or the sale of any portion of the Series 2021A-3 Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Series 2021A-3 Project to the Trustee by or on behalf of the Issuer for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund in order to effectuate such redemption and, which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the Issuer shall describe to the Trustee in writing; or

(e) following the damage or destruction of all or substantially all of the Series 2021A-3 Project to such extent that, in the reasonable opinion of the Issuer, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the Issuer to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund which moneys shall be applied by the Issuer to redeem Series 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least 45 days prior to such extraordinary mandatory redemption, the Issuer shall cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Consulting Engineer confirming that the repair and restoration of the Series 2021A-3 Project would not be economical or would be impracticable.

(f) on or after the Completion Date, by application of moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the Issuer for the payment of any remaining part of the Cost of the Series 2021A-3 Project, which shall be transferred to the Series 2021A-3 General Account within the Bond Redemption Fund, credited toward extinguishment of the Assessments and applied toward the redemption of the Series 2021A-3 Bonds, in accordance with the Indenture.

Mandatory Sinking Fund Redemption. The Series 2021A-3 Bonds are subject to mandatory redemption by the Issuer prior to their scheduled maturity from moneys in the Series 2021A-3 Principal Sub-Account in satisfaction of each Sinking Fund Installment at a Redemption Price equal to 100 percent of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

YEAR	AMOUNT
	$

* Final Maturity

Any Series 2021A-3 Bonds that are purchased by the Issuer with amounts held to pay a Sinking Fund Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Sinking Fund Installment of Series 2021A-3 Bonds. Sinking Fund Installments are also subject to recalculation, as provided in the Indenture, as the result of the redemption of Series 2021A-3 Bonds so as to reamortize the remaining Outstanding principal balance of the Series 2021A-3 Bonds.

The Trustee shall cause notice of each redemption, either in whole or in part, to be mailed at least 30 but not more than 60 days prior to the redemption or purchase date to all Owners of Series 2021A-3 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the 5th day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof shall not affect the validity of the redemption or purchase of the Series 2021A-3 Bonds for which notice was duly mailed in accordance with the Indenture. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all Series 2021A-3 Bonds called for redemption or (b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the Series 2021A-3 Bonds called for redemption shall be payable on the redemption date at the applicable Redemption Price plus accrued interest, if any, to the redemption date. Series 2021A-3 Bonds so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, shall no longer be secured by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture.

Except as otherwise provided in the Indenture, if less than all the Series 2021A-3 Bonds are to be redeemed, the particular Series 2021A-3 Bonds (or portions thereof) to be redeemed shall be allocated by the Trustee on a pro rata basis; provided, that the remaining amount of Series 2021A-3 Bonds after such partial redemption shall be in an Authorized Denomination.

The Owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default (as defined in the Indenture) under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2021A-3 Bonds then Outstanding under the Indenture may become and may be declared due and payable before the stated maturities thereof, with the interest accrued thereon.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any Series 2021A-3 Bond which remain unclaimed for three (3) years after the date when such Series 2021A-3 Bond has become due and payable, either at its stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bond became due and payable, shall at the written request of the Issuer be repaid by the Trustee or the Paying Agent to the Issuer, and thereupon and thereafter no claimant shall have any rights against the Paying Agent to or in respect of such moneys.

If the Issuer deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of the Series 2021A-3 Bonds as to the Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture. This bond is issued with the intent that the laws of the State shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State and the ordinances and resolutions of the Issuer to happen, exist and be performed precedent to and in the

issuance of this bond and the execution of the Indenture, have happened, exist and have been performed as so required. This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Lancaster County, South Carolina, South Carolina has caused this bond to bear the manual or facsimile signature of its Chairman of County Council and the official seal of the Issuer to be impressed, imprinted or reproduced hereon and attested by the signature of the Clerk to County Council.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Chairman, County Council

(SEAL)

ATTEST:

_____
Clerk to County Council

FORM OF CERTIFICATE OF AUTHENTICATION

This Series 2021A-3 Bond is one of the Series 2021A-3 Bonds designated herein, described in the within-mentioned Indenture.

WELLS FARGO BANK, N.A., as Trustee

By:_____
Authorized Signatory

Date of Authentication:

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and address of Transferee) the within bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

_____

Notice: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agents Medallion Program ("STAMP") or similar program.

(Authorized Officer)

_____

Notice: The signature to the assignment must correspond with the name of the registered holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

Additional abbreviations may also be used though not in above list.

EXHIBIT B

FORM OF INVESTOR REPRESENTATION LETTER

[Letterhead of Purchaser]

[Date of Delivery]

Lancaster County, South Carolina
Lancaster, South Carolina

Burr & Forman LLP d/b/a Burr Forman McNair
Columbia, South Carolina

Wells Fargo Bank, N.A., as Trustee
Columbia, Maryland

Re: $[*] Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Ladies and Gentlemen:

The undersigned, authorized representative of Preston Hollow Capital, LLC, as initial purchaser (the "Purchaser") of the above-referenced bonds (the "Bonds"), does hereby represent and agree, as follows (capitalized terms used herein and not otherwise defined have the meanings given such terms in the hereinafter defined Trust Indenture):

1. The Purchaser has purchased and hereby confirms receipt of the Bonds on the date hereof at the price of 100% of the principal amount thereof, with no accrued interest, which Bonds have been issued pursuant to the Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented, including as supplemented particularly by the Second Supplemental Trust Indenture dated [•], 2021 (as so amended and supplemented, the "Trust Indenture"), between Lancaster County, South Carolina (the "County") and Wells Fargo Bank, N.A., as Trustee.

2. The Purchaser has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

3. The Bonds have not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), and the Trust Indenture has not been qualified under the Trust Indenture Act of 1939, as amended.

4. The Purchaser is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act or an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act, which has sufficient knowledge and experience in financial and business matters, including purchase and ownership of tax exempt and taxable obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds, and which can bear the economic risk of its investment in the Bonds. The Purchaser understands that it may be required to bear the risks of this investment in the Bonds for an indefinite time, as there may be no market for the Bonds.

5. The Bonds are being acquired by the Purchaser for its own account for investment purposes and not with a present view to or for distribution or resale of the Bonds or any part thereof, and the Purchaser does not intend at this time to dispose of all or any part of the Bonds. The Purchaser does not have any agreement or understanding, directly or indirectly, with any person to distribute any of the Bonds.

6. The Purchaser understands that the Bonds are not registered under the 1933 Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) are not presently rated.

7. The Purchaser acknowledges that it has made its own inquiry and analysis with respect to the Bonds and security therefor, that it has received the documents executed or adopted by the County in connection with the Bonds and other documents it has requested, including but not limited to the Private Placement Memorandum related to the Bonds, dated [DATE], and all appendices thereto, to which a reasonable investor would consider important in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the County, the Walnut Creek Improvement District (specifically Bond Area 3 thereof) and the Bonds and the security therefor so that, as a reasonable investor based upon the information provided, the Purchaser has been able to make its decision to purchase the Bonds.

8. The Purchaser confirms that its investment in the Bonds constitutes an investment that is suitable for and consistent with its investment program and that the Purchaser is able to bear the economic risk of an investment in the Bonds, including a complete loss of such investment.

9. Although the Purchaser does not intend at this time to dispose of all or any part of the Bonds, the Purchaser acknowledges that it has the right to sell and transfer the Bonds, in accordance with terms and conditions of the Trust Indenture. The Purchaser acknowledges that it is solely responsible for compliance, and covenants and agrees with the County that it will comply with the Trust Indenture and all applicable federal or state securities laws then in effect with respect to any subsequent sale, transfer or other disposition of the Bonds (without involving the County in any manner).

10. The Purchaser acknowledges that the Bonds are limited obligations of the County, payable solely from the Series A-3 Pledged Revenues described in the Trust Indenture and neither the property, the full faith and credit, nor the taxing power of the County, the State of South Carolina (the "State"), or any other political subdivision thereof, is pledged as security for the payment of the Bonds, except that the County is obligated under the Trust Indenture to assess, impose, collect or cause to be collected and enforce the payment of Assessments A-3 for the payment of the Series A-3 Bonds (including the Bonds). The Bonds do not constitute an indebtedness of the County, the State, or any other political subdivision thereof within the meaning of any constitutional or statutory provision or limitation.

11. The Purchaser understands that (a) the County and Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), as Bond Counsel, will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance and (b) the scope of engagement of Burr Forman McNair, as Bond Counsel, has been limited to matters set forth in its opinion based on its review of such legal proceedings as Bond Counsel deems necessary.

PRESTON HOLLOW CAPITAL, LLC

By: _____
Its: _____

EXHIBIT C

FORM OF REQUISITION

The undersigned, an Authorized Officer of Lancaster County, South Carolina (the "Issuer") hereby submits the following requisition for disbursement under and pursuant to the terms of the Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented by the Second Supplemental Trust Indenture dated [•], 2021 (as so amended supplemented, the "Master Indenture") between the Issuer and Wells Fargo Bank, N.A., as trustee (the "Trustee"):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state costs of issuance, if applicable):

(E) The undersigned hereby certifies that the amounts set forth above have been incurred by the Issuer, that each disbursement set forth above is a proper charge against the Series 2021A-3 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Series 2021A-3 Project and each represents a Cost of the Series 2021A-3 Project, and has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the Issuer is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Authorized Officer

The undersigned _____ (the "Consulting Engineer") hereby certifies that this disbursement is for a Cost of the Series 2021A-3 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Series 2021A-3 Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached hereto as an exhibit.

_____
Consulting Engineer

PRIVATE PLACEMENT MEMORANDUM

NEW ISSUE – BOOK-ENTRY ONLY **NO RATING**

LIMITED OFFERING

*In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Bond Counsel, assuming continued compliance by the County (as defined herein) with the provisions of the Internal Revenue Code of 1986, as amended, as described herein, interest on the 2021A-3 Bonds (as defined herein) is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2021A-3 Bonds is not an item of tax preference in computing the federal alternative minimum tax. The 2021A-3 Bonds and the interest thereon will also be exempt from all State of South Carolina ("State"), county, municipal, school district and other taxes or assessments imposed within the State, except estate, transfer taxes and certain franchise taxes. The opinion contains greater detail, and is subject to exceptions, as noted in "**TAX TREATMENT**" herein.*

LANCASTER COUNTY, SOUTH CAROLINA
$[4,070,000] WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS, SERIES 2021A-3

Dated: Date of Delivery **Due: December 1, 2045**

CUSIP No. _____[1] **Interest Rate: 6%**

The Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "2021A-3 Bonds") are being issued by Lancaster County, South Carolina (the "County"), only in fully registered form, without coupons, initially in authorized denominations of $25,000 or integral multiples of $5,000. The 2021A-3 Bonds will bear interest at the fixed rates set forth below, calculated on the basis of a 360-day year consisting of twelve thirty-day months, payable semi-annually on each June 1 and December 1, commencing [June 1, 2022]. The 2021A-3 Bonds, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the 2021A-3 Bonds will be made in book-entry form. Accordingly, principal of and interest on the 2021A-3 Bonds will be paid from the Pledged Revenues (as hereinafter defined) by Wells Fargo Bank, N.A., as trustee (the "Trustee") directly to DTC as the registered owner thereof. See "**DESCRIPTION OF THE 2021A-3 BONDS—Book-Entry System**" herein.

The 2021A-3 Bonds have been authorized by Ordinance No. 2021-[] enacted on [], 2021 (the "Bond Ordinance"), by the County Council (the "Council") of the County, pursuant to the authorization of the County Public Works Improvement Act (codified at Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended (the "Act")). The Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District"), was created by Ordinance No. 713, enacted by the Council on January 30, 2006, as heretofore amended. The 2021A-3 Bonds are being issued by the County pursuant to an Amended and Restated Master Trust Indenture, dated February 11, 2016, as amended and supplemented (the "Master Indenture"), including as supplemented particularly by a Second Supplemental Trust Indenture, dated _____, 2021 (the "Second Supplemental Indenture," together with the Master Indenture, the "Indenture"), by and between the County and the Trustee.

The 2021A-3 Bonds are equally and ratably secured under the Indenture by a lien upon and pledge of the Pledged Revenues (on a parity with the lien and pledge thereof securing the hereinafter defined 2006A-3 Bonds), which Pledged Revenues are defined to mean (i) the revenues derived from Assessment A (as hereinafter defined) (including penalties, interest and expenses thereon) imposed in Bond Area 3 (as hereinafter defined) and collected by the County pursuant to the Act (the "Assessments"), and (ii) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture (except for moneys transferred to the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds (as such terms are defined herein) other than the 2021A-3 Bonds, and any investment earnings on such moneys) and such other property as may be contemplated by the Indenture (collectively, the "Trust Estate"). See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

Pursuant to the Indenture, the 2021A-3 Bonds are subject to optional, extraordinary mandatory and mandatory sinking fund redemption at the times, in the amounts and at the redemption prices as more fully described herein under the caption "**DESCRIPTION OF THE 2021A-3 BONDS—Redemption Provisions.**"

The proceeds from the sale of the 2021A-3 Bonds, along with other available moneys, will be used to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the hereinafter defined Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2021A-3 Bonds. See "**ESTIMATED SOURCES AND USES OF BOND PROCEEDS**" herein.

THE 2021A-3 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE UNDER THE INDENTURE. THE 2021A-3 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE OF SOUTH CAROLINA ("STATE") CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2021A-3 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. SEE "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS.**"

PRIOR TO THE UNRESTRICTED TRANSFER DATE (AS SUCH TERM IS DEFINED HEREIN), THE 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OR "ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED). SEE "DESCRIPTION OF THE 2021A-3 BONDS—GENERAL DESCRIPTION" HEREIN.

This cover page contains certain information for quick reference only. It is not a summary of the 2021A-3 Bonds. Investors must read the entire Private Placement Memorandum to obtain information essential to the making of an informed investment decision.

The 2021A-3 Bonds are offered for delivery when, as and if issued by the County and accepted by FMSbonds, Inc., the purchaser thereof (the "Placement Agent"), and subject to the receipt of the approving legal opinion of Burr Forman McNair, Columbia, South Carolina, Bond Counsel. Certain legal matters will be passed upon for the County by its counsel, Smith Robinson Holler DuBose and Morgan, LLC, Columbia, South Carolina. It is expected that the 2021A-3 Bonds will be delivered in book-entry form through the facilities of DTC on or about [], 2021.

This Private Placement Memorandum is dated [], 2021.

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[1] CUSIP numbers have been assigned by an independent company not affiliated with the County or the Placement Agent and are included solely for convenience of the owners of the 2021A-3 Bonds. None of the County or the Placement Agent are responsible for selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the 2021A-3 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to change after issuance of the 2021A-3 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of the 2021A-3 Bonds.

REGARDING USE OF THIS PRIVATE PLACEMENT MEMORANDUM

No broker, dealer, salesperson, or other person has been authorized by the County to give any information or to make any representations, other than those contained in this Private Placement Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Private Placement Memorandum does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2021A-3 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the County, David Taussig and Associates, Inc., as assessment consultant (the "Consultant"), Lennar Carolinas, LLC (the "Developer"), and other sources that are believed to be reliable.

The information set forth herein has been obtained from public documents, records and other sources, including the Developer, which are believed to be reliable but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of the County. The information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Private Placement Memorandum, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the County, the Developer, or the Development (as such term is defined herein), since the date hereof.

Except the information with respect to the Trustee, the Trustee has not provided, or undertaken to determine the accuracy of any of the information contained in this Private Placement Memorandum, and the Trustee makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information, (ii) the validity of the 2021A-3 Bonds, or (iii) the tax-exempt status of the interest on the 2021A-3 Bonds.

THE 2021A-3 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON CERTAIN EXEMPTIONS SET FORTH IN SUCH ACTS. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE 2021A-3 BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTIONS WHEREIN THESE SECURITIES HAVE BEEN OR WILL BE REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

This Private Placement Memorandum contains certain "forward-looking statements" concerning the County, the Development, and the Developer's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the County or the Developer. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identity these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

Certain information contained in this Private Placement Memorandum may have been obtained from sources other than records of the County and the District and, while believed to be reliable, is not guaranteed as to completeness or accuracy. References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Private Placement Memorandum.

COUNTY ADMINISTRATOR

Steve Willis

COUNTY COUNCIL MEMBERS

Steve Harper, Chairman
Charlene, Vice Chairwoman
Larry Honeycutt, Secretary
Allen Blackmon
Brian Carnes
Terry Graham
Billy Mosteller

COUNTY ATTORNEY

Smith Robinson Holler DuBose and Morgan, LLC,
Columbia, South Carolina

BOND COUNSEL

Burr & Forman, LLP d/b/a Burr Forman McNair
Columbia, South Carolina

DEVELOPER

Lennar Carolinas, LLC
Charlotte, North Carolina

CONSULTANT

David Taussig and Associates, Inc.
Newport Beach, California

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PRIVATE PLACEMENT MEMORANDUM SUMMARY

The following summary of certain information contained herein is qualified in its entirety by the detailed information appearing elsewhere in this Private Placement Memorandum. The reader should refer particularly to sections that are indicated for more detailed information.

The Issuer	Lancaster County, South Carolina (the "Issuer" or the "County"), a body politic and political subdivision organized and existing under the Constitution and laws of the State of South Carolina (the "State").
The Developer	Lennar Carolinas, LLC, a Delaware limited liability company (the "Developer").
The Development	Walnut Creek, formerly known as Edenmoor (the "Development"), is an 868-acre master-planned residential community located in Indian Land, Lancaster County, South Carolina. Located approximately 15 miles south of Charlotte, North Carolina, the Development consists of four major phases, each with multiple phases, of construction that are anticipated to include approximately 2,054 residential units on approximately 550 acres, approximately 300 acres of common open space and recreational areas, and approximately 100,000 square feet of commercial development. Per Zonda (Metrostudy) Charlotte market data for the fourth quarter 2020, Walnut Creek is ranked as the best-selling community in the Charlotte market area in terms of annual starts (288 starts) and second in closings (234 closings). As of the date of this Private Placement Memorandum, the Development is in its final phases of home construction and 2,006 of the total 2,054 lots (97.66%) have been conveyed to builders for residential construction, including all of the parcels in Bond Area 3 owned by the Developer and its affiliates. The balance are under contract for builder purchase. Presently, three (3) homebuilding companies are active within the Development, including two regional homebuilding companies (Eastwood Homes and True Homes) and the Developer, the largest builder in Charlotte and in the country.
The Improvement District	Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District"), is a public improvement district created pursuant to the County Public Works Improvement Act, codified as Chapter 35 of Title 4 of the Code of Laws of South Carolina 1976, as amended (the "Act"). Pursuant to Ordinance No. 2015-1367 enacted by the County Council (the "Council") of the County on December 14, 2015, the District was split into three separate geographic areas known as "Bond Areas" (e.g., "Bond Area 1", "Bond Area 2" and "Bond Area 3"); the 2021A-3 Bonds offered pursuant to this Private Placement Memorandum (and the hereinafter defined 2006A-3 Bonds which are presently outstanding) are solely payable from and secured by Assessments imposed within Bond Area 3, as more particularly described herein.

Bond Area 3

Bond Area 3 contains specific parcels within the Development as described herein. Bond Area 3 is anticipated to include 537 residential lots, which comprises Phase 4 (as hereinafter defined), as well as an approximately 10.1-acre parcel that is currently zoned for commercial use (the "Commercial Parcel") being developed by Edenmoor Land Acquisition, LLC ("ELA"). The Developer is the sole developer and builder of property within Bond Area 3, other than the Commercial Parcel. The total taxable value of all property within Bond Area 3 and all property within Bond Area 3 other than the Commercial Parcel, based on property values as of December 31, 2020 as determined by the Lancaster County Tax Assessor's Office, is approximately $40.6 million and $40.0 million, respectively.

Description of the 2021A-3 Bonds

The $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "2021A-3 Bonds") of the County are dated [], 2021, and mature on December 1 in each of the years and in the amounts set forth on the inside cover page hereof. Interest on the 2021A-3 Bonds accrues at the respective rates shown on the inside cover hereof from the date of initial delivery thereof and is payable on [June 1, 2022], and on each December 1 and June 1 thereafter until maturity or prior redemption. The 2021A-3 Bonds have been authorized by Ordinance 2021-1[] enacted by the Council on [], 2021 (the "Bond Ordinance"), pursuant to the authorization of the Act. The 2021A-3 Bonds are being issued pursuant to an Amended and Restated Master Trust Indenture, dated February 11, 2016, as amended and supplemented (the "Master Indenture"), including as supplemented particularly by a Second Supplemental Trust Indenture, dated _____, 2021 (the "Second Supplemental Indenture," together with the Master Indenture, the "Indenture"), by and between the County and Wells Fargo Bank, N.A., a national banking association, as trustee (the "Trustee").

PRIOR TO THE UNRESTRICTED TRANSFER DATE (AS SUCH TERM IS DEFINED HEREIN), THE 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OR "ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED). SEE "DESCRIPTION OF THE 2021A-3 BONDS—GENERAL DESCRIPTION" HEREIN.

Use of Proceeds

The proceeds from the sale of the 2021A-3 Bonds, along with other available moneys, will be used to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the hereinafter defined Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve

Requirement (as such terms are defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2021A-3 Bonds.

Redemption

The 2021A-3 Bonds are subject to optional redemption prior to maturity, in whole or in part from time to time, on and after December 1, 2031, as described herein. The 2021A-3 Bonds are also subject to Mandatory and Extraordinary Mandatory Redemption as described herein.

Mandatory Redemption

The 2021A-3 Bonds mature on December 1, 2045, and are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof plus accrued interest to the date of redemption under "DESCRIPTION OF THE 2021A-3 BONDS-**REDEMPTION PROVISIONS**-***Mandatory Redemption***" herein.

Security and Source of Payment

The 2021A-3 Bonds are payable solely from and secured by a lien on and pledge of the Pledged Revenues (on a parity with the lien and pledge thereon securing the 2006A-3 Bonds), which Pledged Revenues consist of, among other things, (i) the revenues derived from Assessment A (including penalties, interest and expenses thereon) imposed on Bond Area 3 (except as provided herein) and collected by the County pursuant to the Act (the "Assessments"), (ii) the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds other than the 2021A-3 Bonds, and such other property as may be contemplated by the Indenture (collectively, the "Trust Estate"). See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3 superior to all other liens except the liens for real property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for real property taxes, and there is no State case law on point. **Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes**.

Within the limits of the Rate Study (as defined herein), the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and the 2006A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or

the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County.

THE 2021A-3 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE UNDER THE INDENTURE. THE 2021A-3 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2021A-3 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. NO OWNER OF 2021A-3 BONDS OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY *AD VALOREM* TAXING POWER OF THE COUNTY OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE OR THE 2021A-3 BONDS.

Other Characteristics

The 2021A-3 Bonds will be issued in fully registered form, initially in authorized denominations of $25,000 or integral multiples of $5,000, and will be in book-entry-only form. See "**DESCRIPTION OF THE 2021A-3 BONDS—Book-Entry System.**"

Professionals Involved In Offering

Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Columbia, South Carolina, is serving as Bond Counsel to the County. David Taussig and Associates, Inc., Newport Beach, California, is serving as the assessment consultant for Bond Area 3 of the District.

Legal Opinion

The legal opinion of Burr Forman McNair, Columbia, South Carolina, substantially in the form set forth in Appendix E hereto will be delivered on the date of delivery of the 2021A-3 Bonds.

LANCASTER COUNTY, SOUTH CAROLINA

$[4,070,000] WALNUT CREEK IMPROVEMENT DISTRICT
ASSESSMENT REVENUE BONDS, SERIES 2021A-3

INTRODUCTION

This Private Placement Memorandum, including the cover page and appendices hereto, is to set forth certain information in connection with the offering and issuing by Lancaster County, South Carolina (the "County"), of its $[4,070,000] Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3 (the "2021A-3 Bonds").

Unless otherwise defined herein, capitalized terms used throughout this Private Placement Memorandum are defined in the Master Indenture and Second Supplemental Indenture (as defined herein), executed copies or forms of which are included in Appendix G hereto.

This introduction briefly describes the contents of this Private Placement Memorandum and is qualified by reference to the entire contents hereof, including the Appendices hereto, as well as the documents summarized or described herein.

AUTHORIZATION

The 2021A-3 Bonds have been authorized by Ordinance No. 2021-[] enacted on [], 2021 (the "Bond Ordinance"), by the County Council (the "Council") of the County, pursuant to the authorization of the County Public Works Improvement Act (codified at Chapter 35 of Title 4, Code of Laws of South Carolina 1976, as amended (the "Act")). The 2021A-3 Bonds are being issued pursuant to an Amended and Restated Master Trust Indenture, dated February 11, 2016, as amended and supplemented (the "Master Indenture"), including as supplemented particularly by a Second Supplemental Trust Indenture, dated _____, 2021 (the "Second Supplemental Indenture," together with the Master Indenture, the "Indenture"), by and between the County and Wells Fargo Bank, N.A., a national banking association, as trustee (the "Trustee").

THE DISTRICT AND THE DEVELOPMENT

The Walnut Creek Improvement District, formerly known as the Edenmoor Improvement District (the "District"), is a public improvement district created pursuant to the Act and Ordinance 713, enacted by the Council on January 30, 2006, as heretofore amended (as so amended, the "District Ordinance"). The District is located approximately 15 miles south of uptown Charlotte, North Carolina, approximately 12 miles from Charlotte-Douglas International Airport and approximately five miles from Interstate 485, the outer beltway around Charlotte. The District was renamed to "Walnut Creek" pursuant to the terms of the District Ordinance. In addition, the District Ordinance subdivided the District by separating the parcels comprising the Development into three bond areas: Bond Area 1, Bond Area 2, and Bond Area 3 (each a "Bond Area").

Walnut Creek, formerly known as Edenmoor (the "Development"), is an 868-acre master-planned residential community located in the County, in Indian Land, South Carolina. Located approximately 15 miles south of Charlotte, North Carolina, the Development consists of four major phases, each with multiple smaller phases, of construction that are anticipated to include approximately 2,054 residential units on approximately 550 acres, approximately 300 acres of common open space and recreational areas, and approximately 100,000 square feet of commercial development.

Per Zonda (Metrostudy) Charlotte market data for the fourth quarter 2020, Walnut Creek is ranked as the best-selling community in the Charlotte market area in terms of annual starts (288 starts) and second in closings (234 closings). As of the date of this Private Placement Memorandum, the Development is in its final phases of home construction and 2,006 of the total 2,054 lots (97.66%) have

been conveyed to builders for residential construction, including all of the parcels in Bond Area 3 owned by the Developer and its affiliates. The balance are under contract for builder purchase. Presently, three (3) homebuilding companies are active within the Development, including two regional homebuilding companies (Eastwood Homes and True Homes) and the Developer, the largest builder in Charlotte and in the country.

Maps of the Development (as defined herein) and the District, including detailed maps showing the boundaries and detailed lots within each sub-phase of the Development and each Bond Area, are shown in Appendices A and B hereto.

BOND AREA 3

Bond Area 3 ("Bond Area 3") is a sub-divided area of the District created pursuant to Ordinance No. 2016-1393 enacted by the Council on November 14, 2016. Bond Area 3 is anticipated to include 537 residential lots, which comprises Phase 4 (as hereinafter defined), as well as an approximately 10.1-acre parcel that is currently zoned for commercial use (the "Commercial Parcel") being developed by Edenmoor Land Acquisition, LLC ("ELA"). The Developer is the sole developer and builder within Bond Area 3, other than the Commercial Parcel.

As of [the date of this Private Placement Memorandum][April 6, 2021], ownership of developable land within Bond Area 3 consists of the following:

Owner	Developable Parcels/Lots	Acres	Percentage Ownership
AG Essential Housing Multi State 2 LLC[(a)]	2	99.9	53.08%
Home Owners	117	14.8	7.85
Edenmoor Land Acquisition, LLC[(b)]	1	10.1	7.85
Lennar Carolinas, LLC[(c)]	1	54.6	5.36
Lennar Carolinas, LLC[(d)]	70	8.8	4.69
	191	188.3	100.00%

(a) Affiliate of Lennar Carolinas, LLC. Reflects ownership of unsubdivided parcels. Expected to subdivide into 320 residential lots in the future.
(b) Reflects ownership of unsubdivided parcels.
(c) Reflects ownership of unsubdivided parcels. Expected to subdivide into 31 residential lots in the future.
(d) Reflects ownership of subdivided parcels.

The total taxable value of all property within Bond Area 3 and all property within Bond Area 3 other than the Commercial Parcel, based on property values as of December 31, 2020 as determined by the Lancaster County Tax Assessor's Office, is approximately $40.6 million and $40.0 million, respectively.

THE DEVELOPER

The Developer is Lennar Carolinas, LLC, a Delaware limited liability company. See "**THE DEVELOPER**" herein.

USE OF PROCEEDS OF THE 2021A-3 BONDS

The proceeds from the sale of the 2021A-3 Bonds, along with other available moneys, will be used to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined herein); and (iii) pay certain costs and expenses relating to the issuance of the 2021A-3 Bonds. See

"**ESTIMATED SOURCES AND USES OF BOND PROCEEDS**" and "**THE 2021A-3 PROJECT**" herein.

SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS

The 2021A-3 Bonds are payable solely from and secured by a lien and pledge of the Pledged Revenues (on a parity with the lien and pledge thereof securing the $4,695,000 original principal amount of the County's Walnut Creek Improvement District Assessment Revenue Bonds, Series 2006A-3, which are presently outstanding in the principal amount of $3,580,000 (the "2006A-3 Bonds" and, together with the 2021A-3 Bonds, the "Series A-3 Bonds")), which Pledged Revenues consist of, among other things, Assessment A (including penalties, interest and expenses thereon) imposed on Bond Area 3 (except as provided herein) and collected by the County pursuant to the Act (the "Assessments"), the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds other than the 2021A-3 Bonds, and such other property as may be contemplated by the Indenture (collectively, the "Trust Estate"). See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3 superior to all other liens except the liens for real property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for real property taxes, and there is no State of South Carolina (the "State") case law on point. **Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes**.

Within the limits of the Rate Study (as defined herein), the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and the 2006A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County.

NO OBLIGATION OF COUNTY WITH RESPECT TO THE 2021A-3 BONDS

The 2021A-3 Bonds and the interest thereon are not payable from, nor are they a charge upon, any funds or revenues other than the Trust Estate under the Indenture. The 2021A-3 Bonds do not constitute a general obligation or indebtedness of the County within the meaning of any State constitutional provision or statutory limitation (other than Article X, Section 14(10) of the State Constitution authorizing indebtedness payable solely from a source of revenues derived other than from a tax or license), and the 2021A-3 Bonds do not constitute either a pledge of the full faith and credit or a charge against the general credit or taxing power of the County. No owner of 2021A-3 Bonds or any other person shall ever have the right to compel the exercise of any *ad valorem* taxing power of the County or any other public authority or governmental body to pay debt service or to pay any other amounts required to be paid pursuant to the Master Indenture, the Second Supplemental Indenture or the 2021A-3 Bonds. See "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

CONSULTANTS

David Taussig and Associates, Inc., as assessment consultant ("DTA" or "Consultant"), developed the Updated Assessment Roll A for Bond Area 3 (the "Assessment Roll A-3"), including the Rate and Method of Apportionment of Assessments (the "Rate Study"), set forth in Appendix C hereto.

BOND OWNERS' RISKS

The purchase of the 2021A-3 Bonds involves significant risks to the registered owners of the 2021A-3 Bonds (the "Bond Owners"). Payment of debt service on the 2021A-3 Bonds may be dependent on, among other things, the commercial success of the Development and upon timely payment of the Assessments. There can be no assurance that these or any other risks will not affect the willingness or ability of the Developer and any subsequent owners of real property in the District (the "Subsequent Landowners" and, together with the Developer, "Landowners") to make timely payment of the Assessments. See "**BOND OWNERS' RISKS**" and "**SUITABILITY FOR INVESTMENT**" herein for a discussion of certain risk factors which should be considered, in addition to the matters set forth herein, when evaluating the investment quality of the 2021A-3 Bonds.

GENERAL INFORMATION RELATING TO THE 2021A-3 BONDS

The 2021A-3 Bonds will be dated the date of their delivery, will be issued in one series and will mature on December 1, 2045, and will bear interest (based on a 360-day year consisting of twelve 30-day months) from their date at a rate equal to six percent (6%) per annum, payable semiannually on June 1 and December 1 (each, an "Interest Payment Date"), commencing [June 1, 2022].

The 2021A-3 Bonds are issuable as fully registered bonds, initially in authorized denominations of $25,000 or integral multiples of $5,000. Initially, a single bond will be issued and, when issued, will be registered to Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the 2021A-3 Bonds will be made in book-entry form only.

PRIOR TO THE UNRESTRICTED TRANSFER DATE (AS SUCH TERM IS DEFINED HEREIN), THE 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED) OR "ACCREDITED INVESTORS (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED). SEE "DESCRIPTION OF THE 2021A-3 BONDS—GENERAL DESCRIPTION" HEREIN.

REDEMPTION

The 2021A-3 Bonds are subject to mandatory redemption on each December 1, commencing December 1, ____. See "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS**" herein.

The 2021A-3 Bonds will be subject to redemption at the option of the County as a whole or in part, at any time on or after December 1, 2031 (less than all 2021A-3 Bonds to be selected by lot), at the redemption prices (plus accrued interest from the most recent Interest Payment Date to the redemption date) as set forth in "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS**" herein.

The 2021A-3 Bonds are subject to extraordinary mandatory redemption by the County prior to maturity in whole, on any date, or in part, on any Interest Payment Date, at the redemption price of 100% of the principal amount of the 2021A-3 Bonds to be redeemed, without premium, if any of the following events occur and funds are deposited into the Series 2021A-3 Prepayment Account or the Series 2021A-3 General Account within the Bond Redemption Fund in connection therewith: (i) Landowners prepay any Assessments prior to the time such Assessments are due; (ii) the amounts on deposit in the Series Accounts and Series 2021A-3 Sub-Accounts in the Series 2021A-3 Funds and Series 2021A-3 Accounts

(other than the Rebate Fund), together with other moneys available therefor, are sufficient to pay and redeem all of the 2021A-3 Bonds then Outstanding, including accrued interest thereon; (iii) excess moneys are available and transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund; (iv) after condemnation or sale of any portion of the Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Project to the Trustee for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund; (v) after the damage or destruction of all or substantially all of the Project to such extent that, in the reasonable opinion of the County, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the County to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund; and (vi) on or after the Completion Date, any moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the County for the payment of any remaining part of the Cost of the Series 2021A-3 Project. See "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS**" and "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS**" herein.

NOTICES TO BOND OWNERS

Redemption notices to the Bond Owners will be given not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Bond Owners whose 2021A-3 Bonds are called for redemption at their addresses appearing on the registration books for the 2021A-3 Bonds. So long as a book-entry only system is used for registration of the 2021A-3 Bonds, any notice of redemption or other notices will be sent only to DTC or its nominee, as the registered owner of the 2021A-3 Bonds.

SECONDARY MARKET DISCLOSURE

Although the offering and sale of the 2021A-3 Bonds will be exempt from the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"), the Developer and the County have agreed to provide certain operating information and notice of the occurrence of certain enumerated events with respect to the 2021A-3 Bonds to the Holders thereof. See "**CONTINUING DISCLOSURE**" herein and Appendix F, "**FORM OF CONTINUING DISCLOSURE AGREEMENT**" hereto.

TAX TREATMENT

Assuming compliance by the County with certain covenants, interest on the 2021A-3 Bonds is excludable from gross income for federal income tax purposes under existing laws, regulations, rulings and judicial decisions. Interest on the 2021A-3 Bonds is not an item of tax preference in computing the alternative minimum tax. The 2021A-3 Bonds and the interest thereon will also be exempt from all State, county, municipal, school district and other taxes or assessments imposed within the State, except estate, transfer taxes and certain franchise taxes. The opinion contains greater detail, and is subject to exceptions, as noted in "**TAX TREATMENT**" herein.

ADDITIONAL INFORMATION

Prospective investors in the 2021A-3 Bonds should read this entire Private Placement Memorandum, including the appendices hereto, in order to make an informed investment decision. The appendices to, and all footnotes in, this Private Placement Memorandum constitute a part of this Private Placement Memorandum and contain information which any potential investor should read in conjunction with the other parts of this Private Placement Memorandum in order to make an informed investment decision. This Private Placement Memorandum speaks only as of its date and the information contained herein is subject to change.

There follows in this Private Placement Memorandum a brief description of the District (including Bond Area 3), the Project, the Developer, the Development and the County, together with

summaries of the terms of the 2021A-3 Bonds, the Indenture and certain provisions of the Act. All references herein to the Indenture and the Act are qualified in their entirety by reference to such document and statute and all references to the 2021A-3 Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. The information herein under the captions "**THE DEVELOPMENT**," "**THE DEVELOPER,**" "**BOND AREA 3**," and Appendices A and B, have been furnished by the Developer or the Consultant and not by the County.

Prospective investors in the 2021A-3 Bonds are invited to visit the District, ask questions of representatives of the Developer and representatives of the County and to request documents, instruments and information which may not necessarily be referred to, summarized or described herein. Therefore, prospective investors should utilize the information appearing in this Private Placement Memorandum within the context of and in conjunction with availability of such additional information and the sources thereof. Prospective investors may request such additional information and arrange to visit the District as described in the preceding paragraph and under the caption "**SUITABILITY FOR INVESTMENT**" herein.

DESCRIPTION OF THE 2021A-3 BONDS

GENERAL DESCRIPTION

The 2021A-3 Bonds are issuable as fully registered bonds in initial authorized denominations of $25,000 or integral multiples of $5,000 ("Authorized Denominations"); provided, that after the Unrestricted Transfer Date (as defined herein), Authorized Denominations shall mean minimum denominations of $5,000 and any integral multiple of $5,000 in excess thereof.

The 2021A-3 Bonds will be dated their date of delivery, and will bear interest at a fixed rate equal to six percent (6%) per annum from the Interest Payment Date to which interest has been paid next preceding their date of authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such 2021A-3 Bond has been paid, in which event such 2021A-3 Bond will bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the 2021A-3 Bonds, in which event, such 2021A-3 Bond will bear interest from its date. Interest on the 2021A-3 Bonds will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The 2021A-3 Bonds will mature on December 1, 2045.

The 2021A-3 Bonds will be initially issued in the form of a single fully registered certificate. Upon initial issuance, the ownership of the 2021A-3 Bonds will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the initial bond depository. All of the Outstanding 2021A-3 Bonds will be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC (see "**DESCRIPTION OF THE 2021A-3 BONDS-BOOK-ENTRY SYSTEM**").

During the period for which Cede & Co. is the registered owner of the 2021A-3 Bonds, any notices to be provided to owners of 2021A-3 Bonds will be provided to Cede & Co. DTC will be responsible for notices to Direct Participants and Direct Participants will be responsible for notices to Indirect Participants, and Direct Participants and Indirect Participants will be responsible for notices to Beneficial Owners (as such terms are hereinafter defined).

The Indenture provides that the County, the Trustee or the Paying Agent will deem and treat the person in whose name any 2021A-3 Bond is registered as the absolute owner thereof (whether or not such 2021A-3 Bond is overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the County, the Trustee or any Paying Agent) for the purpose of receiving payment of or on account of the principal or redemption price of and interest on such 2021A-3 Bond, and for all other purposes, and the County, the Trustee and any Paying Agent will not be affected by any notice to the contrary. All such payments so made to any such owner, or upon his order, will be valid and, to the

extent of the sum or sums so paid, effectual to satisfy and discharge the liability for moneys payable upon any such 2021A-3 Bond.

THE 2021A-3 BONDS MAY BE TRANSFERRED PURSUANT TO THE TERMS OF THE MASTER INDENTURE; PROVIDED THAT PRIOR TO THE UNRESTRICTED TRANSFER DATE, SUCH 2021A-3 BONDS MAY BE TRANSFERRED IN WHOLE OR IN PART ONLY TO (I) "QUALIFIED INSTITUTIONAL BUYERS" (AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED); OR (II) "ACCREDITED INVESTORS" (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED).

"Unrestricted Transfer Date" means the earlier of the dates on which (a) the 2021A-3 Bonds have been rated at least "BBB-" or "Baa3" by Standard & Poor's Ratings Services or Moody's Investors Service, Inc., as applicable, or (b) the Value-to-Lien Ratio (hereinafter defined) is at least 8:1, as evidenced by a written certificate provided by the Consultant to the County and the Trustee. "Value-to-Lien Ratio" means the fair market value of all developed and undeveloped property in Bond Area 3 (other than the Commercial Parcel), as determined by the County Assessor as of December 31 of the prior calendar year, divided by the aggregate outstanding principal amount of the 2006A-3 Bonds, the 2021A-3 Bonds and any other Series of Bonds (as defined in the Indenture) hereafter issued under the Indenture which are secured by a lien upon and pledge of Pledged Revenues. As of the date hereof, the Value-to-Lien Ratio is 5.23:1.0, taking into account the issuance of the 2021A-3 Bonds.

Wells Fargo Bank, N.A., is the Trustee and Paying Agent for the 2021A-3 Bonds.

REDEMPTION PROVISIONS

Optional Redemption

The 2021A-3 Bonds are not subject to optional redemption prior to December 1, 2031. The 2021A-3 Bonds may, at the option of the County, be called for redemption prior to maturity as a whole or in part, at any time, on or after December 1, 2031, at a redemption price equal 100% of to the principal amount to be redeemed plus accrued interest, if any, to the date of redemption.

If less than all of the 2021A-3 Bonds are called for redemption, the Trustee will select the 2021A-3 Bonds or portions of the 2021A-3 Bonds to be redeemed by lot in such reasonable manner as the Trustee in its discretion may determine; provided, however, that the remaining amount of 2021A-3 Bonds after such partial redemption will be in an Authorized Denomination.

Mandatory Redemption

The 2021A-3 Bonds are subject to mandatory redemption in part by the County by lot prior to their scheduled maturity from moneys in the Series 2021A-3 Sinking Fund Account established under the Indenture in satisfaction of Sinking Fund Installments (as defined in the Indenture) at the redemption price of 100% of the principal amount thereof, without premium, together with accrued interest to the date of redemption on December 1 of the years and in the principal amounts set forth below:

YEAR	AMOUNT
2023	$67,000
2024	67,000
2025	72,000
2026	77,000
2027	84,000
2028	87,000
2029	93,000
2030	95,000
2031	98,000
2032	102,000
2033	108,000
2034	114,000
2035	121,000
2036	127,000
2037	136,000
2038	141,000
2039	151,000
2040	156,000
2041	162,000
2042	463,000
2043	489,000
2044	515,000
2045†	545,000

†Final Maturity

At its option, to be exercised on or before the sixtieth (60th) day prior to any mandatory redemption date, the County may (i) deliver to the Registrar for cancellation 2021A-3 Bonds which are subject to mandatory redemption in any aggregate principal amount desired or (ii) receive a credit in respect of its mandatory redemption obligation for any such 2021A-3 Bonds which, prior to such date, have been purchased or redeemed (otherwise than through the operation of the mandatory redemption requirement) by the County and cancelled by the Registrar and not theretofore applied as a credit against any mandatory redemption obligation. Each 2021A-3 Bond so delivered or previously purchased or redeemed will be credited by the Registrar, at one hundred percent (100%) of the principal amount thereof, to the obligation of the County on those respective mandatory redemption obligations in such order as the County may direct the Registrar in writing, and the principal amount of the 2021A-3 Bonds to be redeemed by operation of the mandatory redemption requirement will be accordingly reduced.

Extraordinary Mandatory Redemption

The 2021A-3 Bonds are subject to extraordinary mandatory redemption prior to maturity by the County in whole, on any date, or in part, on any Interest Payment Date, at an extraordinary mandatory redemption price of 100% of the principal amount of the 2021A-3 Bonds to be redeemed, without premium, plus interest accrued to the date of redemption, as follows:

(a) from Series 2021A-3 Prepayment Principal deposited into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund following the prepayment of Assessments on any portion of the property within Bond Area 3 in accordance with the Indenture (for more information regarding Prepayments and the right to prepay Assessments, see "**SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS**" and "**ASSESSMENT**

REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—COLLECTION PROCEDURES" herein); or

(b) from moneys, if any, on deposit in the Series 2021A-3 Accounts and Series 2021A-3 Subaccounts in the Series 2021A-3 Funds and Series 2021A-3 Accounts (other than the Rebate Fund) sufficient to pay and redeem all Outstanding 2021A-3 Bonds, and accrued interest thereon to the redemption date or dates in addition to all amounts owed to Persons under the Indenture; or

(c) from excess moneys transferred from the Series 2021A-3 Revenue Account to the Series 2021A-3 General Account within the Bond Redemption Fund in accordance with the Indenture; or

(d) following condemnation or the sale of any portion of the Project to a governmental entity under threat of condemnation by such governmental entity and the payment of moneys which are not to be used to rebuild, replace or restore the taken portion of the Project to the Trustee by or on behalf of the County for deposit into the Series 2021A-3 General Account within the Bond Redemption Fund in order to effectuate such redemption and which moneys will be applied by the County to redeem 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments which the County describes to the Trustee in writing; or

(e) following the damage or destruction of all or substantially all of the Project to such extent that, in the reasonable opinion of the County, the repair and restoration thereof would not be economical or would be impracticable, to the extent of amounts paid by the County to the Trustee for deposit to the Series 2021A-3 General Account within the Bond Redemption Fund which moneys will be applied by the County to redeem 2021A-3 Bonds in accordance with the manner it has credited such moneys toward extinguishment of Assessments; provided, however, that at least 45 days prior to such extraordinary mandatory redemption, the County will cause to be delivered to the Trustee (x) notice setting forth the redemption date and (y) a certificate of the Civil Engineer confirming that the repair and restoration of the 2021A-3 Project would not be economical or would be impracticable; or

(f) on or after the Completion Date, by application of moneys remaining in the Series 2021A-3 Acquisition and Construction Account within the Acquisition and Construction Fund not reserved by the County for the payment of any remaining part of the Cost of the Series 2021A-3 Project, which will be transferred to the Series 2021A-3 General Account within the Bond Redemption Fund, credited toward extinguishment of the Assessments and applied toward the redemption of the 2021A-3 Bonds.

If less than all of the 2021A-3 Bonds are to be redeemed pursuant to an extraordinary mandatory redemption, the Trustee will, except as otherwise provided in the Indenture, select the 2021A-3 Bonds or portions of the 2021A-3 Bonds to be redeemed by lot, provided that the remaining amount of 2021A-3 Bonds after such partial redemption will be in an Authorized Denomination.

NOTICE OF REDEMPTION

The Trustee will cause notice of each redemption, either in whole or in part, to be mailed at least 30 but not more than 60 days prior to the redemption or purchase date to all Owners of 2021A-3 Bonds to be redeemed or purchased (as such Owners appear on the Bond Register on the 5th day prior to such mailing), at their registered addresses, but failure to mail any such notice or defect in the notice or in the mailing thereof will not affect the validity of the redemption or purchase of the 2021A-3 Bonds for which notice was duly mailed in accordance with the Indenture. If any required (a) unconditional notice of redemption has been duly mailed or waived by the Owners of all 2021A-3 Bonds called for redemption or

(b) conditional notice of redemption has been so mailed or waived and the redemption moneys have been duly deposited with the Trustee or Paying Agent, then in either case, the 2021A-3 Bonds called for redemption will be payable on the redemption date at the redemption price plus accrued interest, if any, to the redemption date. 2021A-3 Bonds so called for redemption, for which moneys have been duly deposited with the Trustee, will cease to bear interest on the specified redemption date, will no longer be secured by the Indenture and will not be deemed to be Outstanding under the provisions of the Indenture.

ADDITIONAL INFORMATION CONCERNING THE 2021A-3 BONDS

For additional information concerning the 2021A-3 Bonds, the Master Indenture and the Second Supplemental Indenture, see Appendix G, "**EXECUTED COPIES OF MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE**" hereto.

BOOK-ENTRY SYSTEM

Beneficial ownership interests in the 2021A-3 Bonds will be available only in book-entry form. Beneficial owners of the 2021A-3 Bonds ("Beneficial Owners") will not receive a physical bond certificate representing their interests in the 2021A-3 Bonds purchased. Unless and until the book-entry system has been discontinued, the 2021A-3 Bonds will be available only in book-entry form in Authorized Denominations. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, IS THE REGISTERED OWNER OF THE 2021A-3 BONDS, REFERENCES IN THIS PRIVATE PLACEMENT MEMORANDUM TO THE OWNERS OF THE 2021A-3 BONDS MEANS DTC OR ITS NOMINEE AND DOES NOT MEAN THE BENEFICIAL OWNERS.

DTC PROVIDES THE FOLLOWING LANGUAGE DESCRIBING ITS PROCEDURES AND RECORDKEEPING ON BENEFICIAL OWNERSHIP INTEREST IN THE 2021A-3 BONDS, PAYMENT OF INTEREST AND OTHER PAYMENTS ON THE 2021A-3 BONDS TO DTC PARTICIPANTS (AS DEFINED BELOW) OR TO BENEFICIAL OWNERS OF THE 2021A-3 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE 2021A-3 BONDS, AND OF OTHER TRANSACTIONS BY AND BETWEEN DTC, DTC PARTICIPANTS AND BENEFICIAL OWNERS FOR INCLUSION IN OFFERING DOCUMENTS. ACCORDINGLY, THE COUNTY MAKES NO REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the 2021A-3 Bonds. The 2021A-3 Bonds will be issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered 2021A-3 Bond in the aggregate principal amount of each maturity of the 2021A-3 Bonds will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of certificated bonds. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all

of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants," and together with Direct Participants, "DTC Participants"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the 2021A-3 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021A-3 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests with respect to the 2021A-3 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2021A-3 Bonds, unless the use of the book-entry system for the 2021A-3 Bonds is discontinued.

To facilitate subsequent transfers, all of the 2021A-3 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2021A-3 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2021A-3 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2021A-3 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2021A-3 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2021A-3 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the enabling documents. For example, Beneficial Owners of 2021A-3 Bonds may wish to ascertain that the nominee holding the 2021A-3 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the 2021A-3 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the 2021A-3 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2021A-3 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an omnibus proxy to the Trustee as soon as possible after the record date. The omnibus proxy assigns Cede & Co.'s consenting and voting rights to those Direct Participants to whose accounts the 2021A-3 Bonds are credited on the record date (identified in a listing attached to the omnibus proxy).

BECAUSE DTC IS TREATED AS THE OWNER OF THE 2021A-3 BONDS FOR SUBSTANTIALLY ALL PURPOSES, BENEFICIAL OWNERS MAY HAVE A RESTRICTED ABILITY TO INFLUENCE IN A TIMELY FASHION REMEDIAL ACTION OR THE GIVING OR WITHHOLDING OF REQUESTED CONSENTS OR OTHER DIRECTIONS. IN ADDITION,

BECAUSE THE IDENTITY OF THE BENEFICIAL OWNERS IS UNKNOWN TO THE COUNTY, TO DTC OR TO THE TRUSTEE, IT MAY BE DIFFICULT TO TRANSMIT INFORMATION OF POTENTIAL INTEREST TO BENEFICIAL OWNERS IN AN EFFECTIVE AND TIMELY MANNER. BENEFICIAL OWNERS SHOULD MAKE APPROPRIATE ARRANGEMENTS WITH THEIR BROKER OR DEALER REGARDING DISTRIBUTION OF INFORMATION REGARDING THE 2021A-3 BONDS THAT MAY BE TRANSMITTED BY OR THROUGH DTC.

Payments of principal, interest and any redemption premiums on the 2021A-3 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee or the County, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Trustee's responsibility, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants. THE COUNTY CAN GIVE NO ASSURANCE THAT DIRECT AND INDIRECT PARTICIPANTS WILL PROMPTLY TRANSFER PAYMENTS TO BENEFICIAL OWNERS.

DTC may discontinue providing its service as depository with respect to the 2021A-3 Bonds at any time by giving reasonable notice to the Trustee or the County. Under such circumstances, in the event that a successor depository is not obtained, 2021A-3 Bond certificates are required to be printed and delivered.

The County may decide to discontinue the use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2021A-3 Bond certificates will be printed and delivered to DTC.

The County and the Trustee have no responsibility or obligation to DTC, the Direct Participants, the Indirect Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Participant, or the maintenance of any records; (2) the payment by DTC or any Participant of any amount due to any Beneficial Owner in respect of the 2021A-3 Bonds, or the sending of any transaction statements; (3) the delivery or timeliness of delivery by DTC or any Participant of any notice to any Beneficial Owner which is required or permitted under the Bond Ordinance to be given to Owners; (4) the selection of the Beneficial Owners to receive payments upon any partial redemption of the 2021A-3 Bonds; or (5) any consent given or other action taken by DTC or its nominee as the registered owner of the 2021A-3 Bonds, including any action taken pursuant to an omnibus proxy.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources the County believes to be reliable, but the County takes no responsibility for the accuracy thereof.

The County and the Trustee cannot and do not give any assurances that DTC, Direct Participants or Indirect Participants will distribute to the Beneficial Owners of the 2021A-3 Bonds (1) payments of principal of, premium, if any, and interest with respect to the 2021A-3 Bonds, (2) confirmations of their ownership interests in the 2021A-3 Bonds or (3) prepayment or other notices sent to DTC or Cede & Co., its partnership nominee, as the registered owner of the 2021A-3 Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Private Placement Memorandum.

Beneficial Owners of the 2021A-3 Bonds may experience some delay in their receipt of distributions of principal and interest on the 2021A-3 Bonds since such distributions will be forwarded by

the Trustee to DTC and DTC will credit such distributions to the accounts of Direct Participants, which will thereafter credit them to the accounts of Beneficial Owners either directly or indirectly through Indirect Participants. Issuance of the 2021A-3 Bonds in book-entry form may reduce the liquidity of the 2021A-3 Bonds in the secondary trading market since investors may be unwilling to purchase Bonds for which they cannot obtain physical certificates. In addition, because transactions in the 2021A-3 Bonds can be effected only through DTC, Direct Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge 2021A-3 Bonds to persons or entities that do not participate in the DTC system, or otherwise to take action in respect of such Bonds, may be limited due to the lack of a physical certificate.

DISCONTINUANCE OF BOOK-ENTRY SYSTEM

In the event that the 2021A-3 Bonds are no longer in book-entry-only form, the certificates held by DTC or a successor securities depository will be canceled and the County will execute and deliver 2021A-3 Bonds in fully registered form to the Beneficial Owners of the 2021A-3 Bonds as shown on the records of the DTC Participants or the nominee of a successor securities depository. If no other securities depository is named, interest on the 2021A-3 Bonds will be paid by check or draft of the Trustee, mailed to the person in whose name the 2021A-3 Bond is registered as of the close of business on the fifteenth day of each month immediately preceding such payment, and principal will be payable to the registered owner at maturity upon presentation and surrender thereof to the Trustee at its principal corporate trust office. In such event, the County will maintain through the Trustee books of registry for the purpose of registering ownership and transfer of the 2021A-3 Bonds. The 2021A-3 Bonds would be transferable by the registered owner in person or by his duly authorized attorney upon surrender of the 2021A-3 Bond to be transferred together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney. The Trustee will, upon receipt thereof, authenticate and deliver a new 2021A-3 Bond or 2021A-3 Bonds in like principal amount as the 2021A-3 Bond so presented. The County and the Trustee will deem and treat the person in whose name each 2021A-3 Bond is registered as the absolute owner thereof for all purposes.

SECURITY FOR AND SOURCE OF PAYMENT OF THE 2021A-3 BONDS

GENERAL

The principal of, redemption premium, if any, and interest on the 2021A-3 Bonds are secured equally and ratably by a lien upon and pledge of the Trust Estate (on a parity with the lien and pledge thereof securing the 2006A-3 Bonds), including (i) the Pledged Revenues, which consist of, among other things, the revenues derived from the Assessments, and the Pledged Funds, which consist of all of the moneys and funds held in the funds and accounts established pursuant to the Indenture, except for moneys and funds held in any Account established for a particular Series of Bonds in the Rebate Fund and moneys on deposit in any Account of the Debt Service Fund or Debt Service Reserve Fund, if any, relating to a Series of Bonds other than the 2021A-3 Bonds, and (ii) such other property as may be contemplated by the Indenture. As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3 superior to all other liens except the liens for real property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for real property taxes, and there is no State case law on point. **Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes**. See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL**" herein. The "**RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS**" is included as Appendix C hereto. Also, see Appendix D, "**BOND AREA 3 ASSESSMENT COLLECTION HISTORY AND FORECAST**."

Within the limits of the Rate Study (as defined herein), the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the

2021A-3 Bonds and the 2006A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County.

THE 2021A-3 BONDS AND THE INTEREST THEREON ARE NOT PAYABLE FROM, NOR ARE THEY A CHARGE UPON, ANY FUNDS OR REVENUES OTHER THAN THE TRUST ESTATE UNDER THE INDENTURE. THE 2021A-3 BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION (OTHER THAN ARTICLE X, SECTION 14(10) OF THE STATE CONSTITUTION AUTHORIZING INDEBTEDNESS PAYABLE SOLELY FROM A SOURCE OF REVENUES DERIVED OTHER THAN FROM A TAX OR LICENSE), AND THE 2021A-3 BONDS DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY. NO OWNER OF 2021A-3 BONDS OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY *AD VALOREM* TAXING POWER OF THE COUNTY OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE MASTER INDENTURE, THE SUPPLEMENTAL INDENTURE OR THE 2021A-3 BONDS.

DEBT SERVICE RESERVE FUND

The Indenture establishes a Series 2021A-3 Debt Service Reserve Account in the Debt Service Reserve Fund to be held by the Trustee as additional security to provide for the timely payment of principal, interest and redemption prices of the 2021A-3 Bonds**.** The Series 2021A-3 Debt Service Reserve Requirement is defined to mean, at the time of issuance, an amount equal to $[203,500], which is equal to five percent (5%) of the original principal amount of the 2021A-3 Bonds. See "**ESTIMATED SOURCES AND USES OF BOND PROCEEDS.**"

Except as described below, amounts on deposit in the Series 2021A-3 Debt Service Reserve Account may be used only for the purpose of making payments into the Series 2021A-3 Interest Account and the Series 2021A-3 Principal Account of the Debt Service Fund to pay debt service on the 2021A-3 Bonds, and the Series 2021A-3 Sinking Fund Account within the Debt Service Fund to provide for mandatory sinking fund redemption of 2021A-3 Bonds, when due, to the extent the moneys on deposit in such Accounts therein and available therefor are insufficient and for no other purpose. Such Accounts will consist only of cash and Investment Securities.

On each June 1 and December 1 (or, if such date is not a Business Day, on the Business Day next preceding such day), the Trustee will determine the amount on deposit in the Series 2021A-3 Debt Service Reserve Account and transfer any excess therein above the Series 2021A-3 Debt Service Reserve Requirement for the 2021A-3 Bonds into the Series 2021A-3 General Account within the 2021A-3 Bond Redemption Fund to be used for the extraordinary mandatory redemption of the 2021A-3 Bonds as described in paragraph (f) under "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS—*Extraordinary Mandatory Redemption***" herein.

OTHER FUNDS AND ACCOUNTS CREATED UNDER THE INDENTURE

Revenue Fund. The Indenture establishes the Revenue Fund and separate subaccounts therein for the 2021A-3 Bonds and any Additional Bonds (as defined herein) (collectively, the "Bonds"). Pursuant to the Indenture, the County covenants that it will levy Assessments, and evidence and certify the same to the County Treasurer or will cause the County Auditor to certify the same on the tax roll to the County Treasurer for collection by the County Treasurer and enforcement by the County Treasurer or the County, pursuant to the Act or any successor statutes, as applicable, to the extent and in the amount necessary to pay the Debt Service Requirement on Bonds issued and Outstanding under the Indenture. The County also covenants to cause any Assessments collected or otherwise received by it to be deposited with the Trustee within 30 days after receipt thereof for deposit into the Series 2021A-3 Revenue Account within the Revenue Fund (except that amounts received as prepayments of Assessments will be designated by the County as such upon delivery to the Trustee and will be deposited directly into the Series 2021A-3 Prepayment Account within the Bond Redemption Fund, as described below)**.** Amounts on deposit in the Revenue Fund will be applied as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

Debt Service Fund. The Indenture establishes a Series 2021A-3 Principal Account, a Series 2021A-3 Interest Account and a Series 2021A-3 Sinking Fund Account for the 2021A-3 Bonds in the Debt Service Fund. Amounts will be deposited in the Debt Service Fund and its various accounts and subaccounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

Bond Redemption Fund. The Indenture establishes a Bond Redemption Fund and within such Fund there is established a Series 2021A-3 General Account and a Series 2021A-3 Prepayment Account for the 2021A-3 Bonds. Amounts will be deposited in Bond Redemption Fund and its various accounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

Administrative Expenses Fund. The Indenture establishes the Administrative Expenses Fund, and within such Fund there is established the Series 2021A-3 Administrative Expenses Account**.** Amounts will be deposited in the Administrative Expenses Fund and its various accounts and applied in accordance with the terms and subject to the conditions set forth in the Indenture, as described below under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."** Administrative Expenses means the reasonable and necessary expenses, directly or indirectly, incurred by the County with respect to Bond Area 3 or the Indenture including but not limited to costs of imposing and collecting Assessments (including the commissions, fees, expenses and any other charges of the Consultant, Assessor, Auditor, Treasurer (as such terms are defined in the Indenture) and the County's finance department personnel), and costs, fees and expenses of consultants, appraisers, engineers, legal counsel or the Trustee, Registrar or Paying Agent.

DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS

The County will deposit Pledged Revenues and Prepayments with the Trustee within 30 days of receipt thereof together with a written accounting setting forth the source of such Pledged Revenues and Prepayments. The Pledged Revenues will be deposited in the Revenue Fund and the Prepayments will be deposited in the Series 2021A-3 Prepayment Account within the Bond Redemption Fund.

Moneys in the Series 2021A-3 General Account within the Bond Redemption Fund (including all earnings on investments held therein) will be accumulated therein to be used in the following order of priority, to the extent that the need therefor arises:

FIRST, except for moneys received as prepayments of Assessments pursuant to the Indenture, to make such deposits into the Rebate Fund, if any, as the County may direct in accordance with the Tax Certificate, such moneys thereupon to be used solely for the purposes specified in the Tax Certificate**.** Any moneys so transferred from the Series 2021A-3 General Account within the Bond Redemption Fund to the Rebate Fund will thereupon be free from the lien and pledge of the Indenture;

SECOND, to be used to call for certain extraordinary mandatory redemptions described above, an amount of the 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 General Account within the Bond Redemption Fund pursuant to the Indenture for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in such clauses or provisions, as appropriate; and

THIRD, the remainder to be utilized by the Trustee, at the direction of an Authorized Officer, to call for redemption on each Interest Payment Date on which the 2021A-3 Bonds are subject to optional redemption pursuant to the Indenture such amount of 2021A-3 Bonds as, with the redemption premium, may be practicable; provided, however, that the remaining amount of 2021A-3 Bonds after such partial redemption of 2021A-3 Bonds will be in an Authorized Denomination.

Moneys in the Series 2021A-3 Prepayment Account of the Bond Redemption Fund (including all earnings on investments held in such Series 2021A-3 Prepayment Account within the Bond Redemption Fund) will be accumulated therein to be used to the extent that the need therefor arises to call for certain extraordinary mandatory redemptions described above, an amount of the 2021A-3 Bonds equal to the amount of money transferred to the Series 2021A-3 Prepayment Account within the Bond Redemption Fund pursuant to the Indenture, as appropriate, and as directed by the County pursuant to the Assessment Proceedings and the Assessment Roll A-3, for the purpose of such extraordinary mandatory redemption on the dates and at the prices provided in the Indenture, as appropriate, as more fully described above under "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS—*Extraordinary Mandatory Redemption*.**"

The Trustee will transfer from amounts on deposit in the Series 2021A-3 Revenue Account within the Revenue Fund to the Funds and Accounts designated below, the following amounts, at the following times and in the following order of priority:

FIRST, there will be deposited into the Series 2021A-3 Administrative Expenses Account of the Administrative Expenses Fund the portion of the Assessments imposed and collected for the Administrative Expenses. The Trustee is authorized to pay such Administrative Expenses upon receipt of a written direction signed by an Authorized Officer;

SECOND, upon receipt but no later than the Business Day preceding each June 1, commencing June 1, 2022, to the Series 2021A-3 Interest Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the 2021A-3 Bonds becoming due on the next succeeding June 1, less any amounts on deposit in the respective Series 2021A-3 Interest Account not previously credited;

THIRD, not later than the Business Day next preceding (nor more than one year prior to) December 1, 2045, to the Series 2021A-3 Principal Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of 2021A-3 Bonds Outstanding maturing on such date, less any amounts on deposit in the Series 2021A-3 Principal Account not previously credited;

FOURTH, upon receipt but no later than the Business Day next preceding each December 1, commencing December 1, 2022, to the Series 2021A-3 Interest Account within the

Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the interest on the 2021A-3 Bonds becoming due on the next succeeding December 1, less any amount on deposit in the Series 2021A-3 Interest Account not previously credited;

FIFTH, not later than the Business Day next preceding (nor more than one year prior to) each December 1, commencing December 1, 2023, to the Series 2021A-3 Sinking Fund Account within the Debt Service Fund, an amount from the Series 2021A-3 Revenue Account equal to the principal amount of the 2021A-3 Bonds subject to sinking fund redemption on such December 1, less any amount on deposit in the Series 2021A-3 Sinking Fund Account not previously credited;

SIXTH, upon receipt but no later than the Business Day next preceding each Interest Payment Date while such 2021A-3 Bonds remain Outstanding, to the Series 2021A-3 Debt Service Reserve Account, an amount from the Series 2021A-3 Revenue Account equal to the amount, if any, which is necessary to make the amount on deposit therein equal to the Series 2021A-3 Debt Service Reserve Requirement for the 2021A-3 Bonds; and

SEVENTH, subject to the following paragraph the balance of any moneys remaining after making the foregoing deposits will remain therein.

The Trustee will within ten (10) Business Days after the last Interest Payment Date in any calendar year, at the direction of the County, withdraw any moneys held for the credit of the Series 2021A-3 Revenue Account which are not otherwise required to be deposited to the provisions of the Indenture described above and deposit such moneys as directed to the credit of the Series 2021A-3 General Account within the Bond Redemption Fund as determined by the County in accordance with the provisions of the Indenture. Assessment prepayments will be deposited directly into the Series 2021A-3 Prepayment Account of the Bond Redemption Fund as provided in the Indenture.

2006A-3 BONDS AND ADDITIONAL BONDS

Pursuant to the Indenture, the Issuer has heretofore issued the 2006A-3 Bonds and may issue one or more additional series of bonds under the Indenture and Supplemental Indentures ("Additional Bonds") from time to time solely for the purpose of refunding all or a portion of a Series of Bonds outstanding under the Indenture, and to pay the costs of the issuance of such Bonds and any amounts required to be deposited with respect to such Bonds in the Funds and Accounts established under the Indenture. Pursuant to the Second Supplemental Indenture, except for any Series A-3 Bonds (as defined in the Master Indenture) issued for the purpose of refunding for debt service savings in every year that the 2021A-3 Bonds are outstanding all or a portion of the 2006A-3 Bonds or the 2021A-3 Bonds (the "Refunding Series A-3 Bonds"), no Additional Bonds or indebtedness secured by a lien on the Pledged Revenues or by any Assessments on any property in Bond Area 3 may be issued by the County without the prior written consent of the Holders of at least 50% of the aggregate principal amount of the 2021A-3 Bonds. The 2006A-3 Bonds are, and the Additional Bonds will be, secured by a pledge of the Trust Estate on a parity with the 2021A-3 Bonds, meaning the Pledged Revenues are subject to deposit and transfer to various funds and accounts established under the Indenture with respect to the 2006A-3 Bonds and any Additional Bonds issued hereafter, consistent with the timing and priority of such deposits and transfers made with respect to the 2021A-3 Bonds as described above under **"—DEPOSIT AND APPLICATION OF THE PLEDGED REVENUES AND PREPAYMENTS."**

INVESTMENTS

Earnings on investments in all of the Funds and Accounts held as security for the 2021A-3 Bonds will be invested only in Investment Securities.

Earnings on investments in a Series 2021A-3 Interest Account, a Series 2021A-3 Principal Account and the Series 2021A-3 Sinking Fund Account will be deposited, as realized, to the credit of the Series 2021A-3 Interest Account and used for the purpose of such Account.

As long as there exists no default under the Indenture and the amount in the Series 2021A-3 Debt Service Reserve Account is not reduced below the Series 2021A-3 Debt Service Reserve Requirement with respect to the 2021A-3 Bonds, earnings on investments in such Series 2021A-3 Debt Service Reserve Account will be transferred to the Series 2021A-3 Revenue Account of the Revenue Fund. Otherwise, earnings on investments in any Series 2021A-3 Debt Service Reserve Account will be retained therein until applied as set forth in the Indenture.

See Appendix G, "**EXECUTED COPIES OF MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE**" for more information regarding investments and valuation of investments under the Indenture.

CERTAIN COVENANTS OF THE COUNTY

Pursuant to the Indenture or the Second Supplemental Indenture, the County has additionally covenanted:

(i) to not issue or incur any obligations other than the Bonds payable from the Pledged Revenues nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge payable from Pledged Revenues, except in the ordinary course of business;

(ii) without the prior written consent of the Holders of more than 50% of the aggregate principal amount Outstanding of the 2021A-3 Bonds, to not subject the Pledged Revenues to any other lien senior to or on a parity with the lien or pledge created in favor of the 2021A-3 Bonds, except for the lien and pledge thereon securing the 2006A-3 Bonds (which shall not exceed $3,580,000) and any Refunding Series A-3 Bonds; and

(iii) to not make or direct the making of any investment or other use of the proceeds of any 2021A-3 Bonds which would cause the 2021A-3 Bonds to be "arbitrage bonds" as that term is defined in Section 148 (or any successor provision thereto) of the Code and or "private activity bonds" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and that it will comply with the requirements of such Code section and related regulations throughout the term of the 2021A-3 Bonds.

ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL

GENERAL

In accordance with the Act, the County has adopted proceedings to fund a portion of the costs of financing the Series 2021A-3 Project through the imposition and collection of the Assessments. As provided in the Act, the Assessments constitute a lien on the real property in Bond Area 3, superior to all other liens except the liens for property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes. The *ad valorem* tax rate imposed by the County on real property in Bond Area 3 for the fiscal year ending June 30, 2021, is [] mills.

The County has approved the Consultant to serve as the assessment administrator for Bond Area 3 of the District. The Consultant has served in this capacity since November 2016, and advises the County in the update of the Assessment Roll A-3, and assists the County with the administration of the District. The Consultant is a public finance consulting firm located in Newport Beach, California, with a specialized practice providing services related to the formation and administration of special districts. These services include the preparation of special tax and assessment methodologies, calculation of annual

special tax and assessment levies, and continuing disclosure and financial services related to the administration of special tax and assessment districts. The Consultant currently provides administration services to special assessment districts in a number of states, including several in South Carolina.

The methodology for setting, imposing and collecting the Assessments is more fully set forth in the Rate Study, which is included as an appendix to the Assessment Roll A-3 attached hereto as part of Appendix C, which has been prepared by the Consultant and approved by the Council. A brief summary of the Rate Study follows.

Within the limits of the Rate Study, the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County.

The Assessments are equal to, or may exceed, the amount necessary to pay debt service on the A-3 Bonds and the annual Administrative Expenses of the District and have been levied and will be collected on all the real property in Bond Area 3, except as provided herein. Pledged Revenues include the proceeds, if any, from any foreclosure actions brought following a delinquency in the payment of Assessments by any Landowner**.** Each year, the Consultant (or its successor as the administrator of the District) will estimate, and the Council will confirm, the Annual Assessment due on each parcel of real property in Bond Area 3, subject to reduction in whole or in part as a result of credits by the Council pursuant to the proceedings under which the Assessments were approved (the "Assessment Proceedings").

RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS

The Assessments have been imposed upon each parcel of property within Bond Area 3 that does not constitute a public improvement (each, a "Parcel") in accordance with and as described in the Rate Study attached hereto as Appendix C. Assessments are allocated to Parcels on the basis of the Equivalent Assessment Factors of each Parcel. The Equivalent Assessment Factor is 1.0 per residential dwelling unit built or expected to be built on a Parcel, 1.0 per net acre of commercial property, and 1.0 per parcel of owner association property. The Assessments are billable each year as the Annual Assessment. The Annual Assessment represents principal and interest on the A-3 Bonds and the estimated Administrative Expenses of the District. An Annual Credit may be applied to the Annual Assessment each year, with the resulting amount being equal to the Annual Payment, which is the amount that will be collected from each Parcel each year. The Annual Credit is the difference between the Annual Assessments for all Parcels and the Annual Revenue Requirement. The Annual Revenue Requirement is generally equal to principal and interest due on the A-3 Bonds for such year, plus Administrative Expenses of Bond Area 3, less amounts available from the excess funds in the trust accounts.

The Assessment may be prepaid for a Parcel and the Annual Assessment will no longer be collected from such Parcel. The prepayment of the Assessment is generally equal to: (i) the Principal Portion of the Assessments, (ii) a credit for any reduction in the Debt Service Reserve Fund resulting from such prepayment, (iii) adjustments for interest through the call date of A-3 Bonds to be called and interest to be earned on the prepaid Assessment, and (iv) Administrative Expenses related to the

prepayment. The sum of the Principal Portion of the Assessment for all Parcels is the portion of the Assessments equal to the outstanding principal on the A-3 Bonds.

Assessments are subject to a Mandatory Prepayment of all or part of the Assessment on a Parcel. The Mandatory Prepayment is required for any Parcel for which the Annual Assessment A exceeds $1,000 per Equivalent Assessment Factor for any year.

The Rate Study establishes how the Assessments are set and allocated among the various parcels.

Within the limits of the Rate Study, the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County.

Appendix D provides a forecast over the next five years for collection of Assessments from the parcels located in Bond Area 3 assuming an average of the historical collection rate. Payments on the A-3 Bonds during calendar year 2022 are expected to be paid from current collections of the Assessments (imposed in 2021 for collection in 2022, as well as current amounts held by the Trustee) within the District and allocable to Bond Area 3.

COLLECTION PROCEDURES

The Assessments are expected to be collected annually as the Annual Payment for a term beginning in 2021 and extending through to the final maturity of the A-3 Bonds, subject to reduction in whole or in part as a result of credits by the Council pursuant to the Assessment Proceedings. The Assessments include all debt service requirements for the A-3 Bonds and the estimated Administrative Expenses for a particular year, subject to reduction or adjustment as described herein. Assessments will be collected in the same manner and at the same time as regular real property taxes of the County are collected, in the event a Landowner fails to pay any Annual Payment when due, the Annual Payments will be subject to the same penalties, procedures and sale as are provided in the case of delinquencies for regular property taxes of the County.

By South Carolina law, the amount assessed constitutes a lien against the property superior to all other liens except property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for Assessments and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for the Assessments is either at the same level of priority as, or is subordinate only to, the liens for property taxes. Any Landowner may elect, at any time, to prepay the entire amount of the Assessment with respect to such owner's property. In such event, the Landowner will pay an amount that will be sufficient to retire that portion of any A-3 Bonds (at a price of par plus accrued interest to the date of payment), less credits for reserves, that are allocable to the Assessment applicable to such owner's property.

Real property taxes and assessments under the Act are billed by the County on a single bill. The County Treasurer prepares the bills upon receipt of the tax duplicates from the County Auditor. The

Auditor prepares the tax duplicates from information from various sources, including information that the Auditor receives from the Consultant on behalf of the County for the Assessments to be imposed in the District. The Auditor prepares tax duplicates indicating the taxes and assessments on each parcel of property and taxable personal property and provides a copy of the duplicates to the Treasurer. The goal is to have the tax duplicates prepared by September 1 of each year; however, in light of the number of entities which must provide information to the Auditor and the dependency of some of this information on actions by other governmental entities, sometimes the tax duplicates are delayed. Ordinarily, however, tax duplicates are prepared and notices of taxes due arc mailed by the Treasurer to each property owner around the first of October of each year and are due and payable until the following January 15.

Taxes and assessments are paid to the County Treasurer. The County Treasurer will not accept partial payment, so that a taxpayer must either pay the entire amount due (including the Assessments) or be delinquent. Taxes and assessments are considered paid currently if paid by the later of January 15 or the 30th day after tax notices are mailed. In the event taxes and assessments are not timely paid, there are penalties as set forth below:

DATE PAYMENT RECEIVED	PENALTY	CUMULATIVE PENALTY
On or before the due date	none	—
After due date but before February 2	3%	3%
February 2 but before March 17	7%	10%
March 17 and thereafter	5%	15%

Penalties are added to the tax duplicate by the Auditor and are to be collected by the Treasurer. If payment is not received before March 17, the County Treasurer is required to issue a tax execution to the County Tax Collector.

The analysis set forth in Appendix D provides a five-year history of the collection rate of delinquency for Assessments in Bond Area 3.

DELINQUENCIES; ENFORCEMENT; FORECLOSURE

If the owner of any lot or parcel of land is delinquent in the payment of any tax or assessment, including the Assessments, then the County Treasurer will move, as provided by law, to collect delinquent taxes, assessments, including the Assessments, penalties, and costs for their collection. The County has covenanted in the Indenture to furnish, at its expense, to the Trustee and any Owner of A-3 Bonds so requesting, by April 15 of each year, a list of all delinquent Assessments (meaning Assessments which have not been paid for a period of at least 60 days) and a list of foreclosure actions currently in progress and the current status of such delinquent Assessments.

Collection of delinquent Assessments must be accomplished pursuant to the provisions of law which provide for an execution and sale of the property against which the taxes and Assessments are delinquent. Upon receipt of notice from the County Treasurer of any execution, the County Tax Collector is required to proceed on April 1 or as soon thereafter as practicable to mail a notice of delinquent taxes, penalties, assessments, including the Assessments, and costs to the defaulting taxpayer and any grantee of record at the best address available stating that if taxes, penalties, assessments and costs are not paid the property will be advertised and sold to satisfy the delinquency. The County Tax Collector first sends a reminder notice by regular mail on or about April 1. If payment is not made 30 days after the mailing of the reminder notice, then the County Tax Collector sends a second notice by certified mail, return receipt, to the taxpayer and any grantee of record. If taxes remain unpaid six weeks thereafter, the County Tax Collector will take exclusive possession of so much of the current owner of record's property as is necessary to satisfy the payment of the taxes, assessments, including the Assessments, penalties and costs. Possession of real property is taken by mailing a notice of the delinquency to the delinquent taxpayer and any grantee of record by certified mail, return receipt requested-restricted delivery. Such notice will

specify that if the delinquency is not paid before a subsequent sales date, the property will be duly advertised and sold, if the certified mail notice is returned, the notice is effected by posting at one or more conspicuous places on the premises stating that such property has been seized and is to be sold for delinquent taxes. Notice of the sale of real property is provided by advertisement in a newspaper of general circulation within the County once a week for three consecutive weeks prior to the legal sales date. The regular sales date is the first Monday in each month or the following Tuesday if such Monday is a legal holiday. Set forth below is a schedule of when the Assessments might be collected through the enforcement process, though there is no assurance that this schedule will be adhered to in connection with the enforcement and collection of delinquent Assessments:

NOT EARLIER THAN	ACTION	CONSEQUENCE
March 17	Taxes, assessments and penalties go into execution	Cost of enforcement began to accrue
April 1	Tax Collector mails reminder notice of delinquency	
May 1	Tax Collector mails notice of delinquency by certified mail to initiate sale process	Starts 30 day period after which sale can be made
June 15	Tax Collector takes possession by mailed notice; if notice returned, takes possession by posting notice	Notice of Levy
September	Notice of sale published once a week for three weeks	Condition to sale
First Monday in October	Sale	Payment due at sale; minimum bid entered by the FLC (as defined herein)

Several things can happen that might delay the foregoing schedule, but the process should be completed and a sale conducted on the first Monday in October following nonpayment. It is possible, however, that sales relating to delinquencies for properties located in Bond Area 3 would not be held on the same date and such sales may take place on the first Monday of November or December following nonpayment.

If any property is offered for sale for the nonpayment of any Assessment and no person or persons purchase such property for an amount equal to the full amount due on such property, such property is then purchased by the Lancaster County Forfeited Land Commission (the "FLC") in accordance with the bid of such FLC submitted as provided by law. The statutes governing foreclosure in tax sales provide that the bid to be submitted by the FLC will be in an amount equal to unpaid property taxes, penalties, assessments and costs. The FLC is not required to bid on property known or reasonably suspected to be contaminated. If the contamination becomes known after the bid or while the FLC holds the title, the title voids at the election of the FLC.

If purchased by the FLC, the FLC may subsequently sell such property with the proceeds of any such sale to be turned over to the County Treasurer and distributed as provided by law. Pursuant to the Indenture, the County is required to direct the County Treasurer to deposit any legally available net proceeds of such sale allocable to Assessments into the Revenue Fund. The County has agreed that it will promptly pursue the measures provided by law for sale of property acquired by it for the benefit of the Bond Owners. See "**BOND OWNERS' RISKS—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS.**"

The State statutes governing collection of delinquent taxes provide that a defaulting Landowner, any grantee from such Landowner, or any mortgage or judgment creditor with respect to the real property in question may, within twelve (12) months from the date of the delinquent tax sale, redeem each item of real property by paying to the person officially charged with the collection of delinquent taxes, assessments, penalties, and costs, together with interest on the whole amount of the delinquent taxes, assessments, penalties and costs at rates set forth in the statutes: provided, however that in every redemption, the amount of interest due must not exceed the amount of the bid on the property submitted on behalf of the FLC as described in the preceding paragraph. If the property is not redeemed, the excess above the amount of taxes, penalties, assessments, charges, and costs for the year in which the property was sold must be applied first to the taxes becoming due during the redemption period.

If any property in Bond Area 3 is purchased by the FLC, under existing law, any Assessment imposed upon the property will continue to apply and accrue upon such property, because neither the FLC nor any other tax-exempt owner of property in the District has been excluded under the Act from the obligation to pay assessments levied thereunder. In 2003, the Supreme Court of South Carolina affirmed the ruling of a Charleston County Circuit Court that the owner of property located in a municipal improvement district, which owner was otherwise exempt from property taxes, was properly subjected to an assessment under the Municipal Improvement Act, S.C. Code Ann. § 5-37-40(h) (the "Municipal Improvement Act"). *German Evangelical Lutheran Church of Charleston, S.C. v. City of Charleston*, 352 S.C. 600; 576 S.E.2d 150; 2003 S.C. Lexis 1 (2003). In that case, the circuit court had previously ruled that the Municipal Improvement Act's exclusion of certain other tax-exempt property from the improvement district and the assessments imposed under such act showed a legislative intent that the remaining tax-exempt land owners, not explicitly excluded, were to be included in the municipal improvement district and subject to the assessments imposed upon the property owners therein. *Id*. Investors should note that the 2021A-3 Bonds were authorized under the Act and not the Municipal Improvement Act, so no assurances can be given that a court would reach a similar conclusion with respect to the Assessments. In fact, if the FLC should purchase property in the District, investors should look to the proceeds of the sale of such property by the FLC as security and the source of payment for amounts due and should not rely on any purported obligation of the FLC to pay taxes or assessments on such property. See "**BOND OWNERS' RISKS—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS.**"

THE DEVELOPMENT

The information appearing herein under the captions the "**THE DEVELOPMENT**" and "**THE DEVELOPER**" has been furnished by the Developer for use in this Private Placement Memorandum and, although believed to be reliable, such information has not been independently verified by the County or its counsel, or Bond Counsel, and no persons other than the Developer make any representation or warranty as to the accuracy or completeness or such information supplied by it. The successful construction, leasing, and operation of the Development are subject to various economic, regulatory and financial conditions, many of which are outside the control of the Developer or the County. The planned absorption and other financial or statistical projections contained herein are based upon estimates and assumptions made by the Developer that are inherently uncertain, though considered reasonable by the Developer and are subject to significant business, economic and competitive uncertainties and contingencies, all of which are difficult to predict and many of which are beyond the control of the Developer. As a result, there can be no assurance such absorption rates and/or financial or statistical projections will occur or be realized in the time frames currently anticipated and set forth herein.

PRESENT STATUS

The Development is an 868-acre master-planned residential community located in the County in Indian Land, South Carolina. The Development is located in the northwestern portion of the County, known to County residents as the "panhandle" section of the County. The "panhandle" is the name given to the long, narrow north-south projection of the County that is bordered on the west by York County,

South Carolina, and on the east by Mecklenburg County and Union County, North Carolina. The Development is located on the northwest corner of the intersection of U.S. Highway 521 and South Carolina Highway 75 (Waxhaw Highway), approximately 15 miles south of uptown Charlotte, North Carolina, approximately 12 miles from Charlotte-Douglas International Airport and approximately five miles from Interstate 485, the outer beltway around Charlotte.

The Development consists of four major phases, each with multiple smaller phases, of construction that are anticipated to include approximately 2,054 residential units on approximately 550 acres, approximately 300 acres of common open space and recreational areas, and approximately 100,000 square feet of commercial development.

The Development offers an array of amenities, including a 7,000 square foot clubhouse, swimming pools, playgrounds, walking trails, and a 60-acre county sports and recreation park that includes tennis courts, pickleball courts, lighted baseball fields, multiple sports fields, and a fishing pond. The clubhouse/pool facility has an additional 3,000 square feet of space designated for future expansion. The building features a fitness center, catering kitchen, an elevator, event rooms, and a large balcony/porch that over-looks the pool area. The pool area has a Junior Olympic pool, a children's pool with water feature, and a shade structure. In addition, a playground accommodating multiple age levels has been installed adjacent to the pool area. The Development also includes numerous walking/hiking trails that directly connect with the Carolina Thread Trail, a regional network of greenways connecting 15 counties. In addition, the Development includes an EMS substation. An additional amenity is currently under construction in Phase 4 and is scheduled to open in 2021. This amenity center will include an additional Junior Olympic pool and clubhouse.

Per Zonda (Metrostudy) Charlotte market data for the fourth quarter 2020, Walnut Creek is ranked as the best-selling community in the Charlotte market area in terms of annual starts (288 starts) and second in closings (234 closings). As of the date of this Private Placement Memorandum, the Development is in its final phases of home construction and 2,006 of the total 2,054 lots (97.66%) have been conveyed to builders for residential construction, including all of the parcels in Bond Area 3 owned by the Developer and its affiliates. The balance are under contract for builder purchase. Presently, three (3) homebuilding companies are active within the Development, including two regional homebuilding companies (Eastwood Homes and True Homes) and the Developer, the largest builder in Charlotte and in the country.

PHASES OF DEVELOPMENT

The Development consists of four major phases, with multiple smaller phases within each major phase. Maps of the Development and the District, including detailed maps showing the boundaries and detailed lots within each sub-phase of the Development and each Bond Area, are shown in Appendices A and B hereto.

Phases 1, 2 and 3 of the Development are included in Bond Areas 1 and 2, which are otherwise described herein, and have been developed or are continuing to be developed by developers other than the Developer. Phase 4 of the Development ("Phase 4") is anticipated to include 537 residential lots, and an approximately 10.1-acre parcel that is currently zoned for commercial use (the "Commercial Parcel") being developed by Edenmoor Land Acquisition, LLC ("ELA"). As of March 31, 2021, there were 277 lots within Phase 4 that have completed infrastructure and are platted. As of the same date, there have been 187 homes started within Phase 4, and 116 homes sold and conveyed to individual homeowners. The average purchase price of the homes sold thus far in Phase 4 is $314,013. The Developer is the sole developer and builder of the land within Bond Area 3 (other than the Commercial Parcel).

LOT SALES

As of the date of this Private Placement Memorandum, all lots within Phase 4 of the Development are expected to be developed and sold to homeowners by the end of 2023, although there

can be no assurance of such rate of absorption. The table below sets forth the Developer's estimated and projected absorption schedule for residential lots in Phase 4 of the Development:

Actual and Projected Phase 4 Lot Closings

2019 (Actual)	2020 (Actual)	2021 (Actual)	2021 (Projected)	2022 (Projected)	2023 (Projected)
2	86	11[(a)]	133[(b)]	175	131

[(a)] *Through February 28, 2021.*
[(b)] *[Excludes] actual lot closings through February 28, 2021.*
Source: Lennar Carolinas, LLC.

MARKET AND COMPETITION

The Development's market area is comprised of the Charlotte Metropolitan Statistical Area, which consists of the North Carolina counties of Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, and Union, and the South Carolina counties of Chester, Lancaster, and York. The Developer defines Walnut Creek's primary competitors to include communities with approximately 300 units or more located within 10 miles of the site. Millbridge is a 2,000-unit highly amenitized master plan community bordering Walnut Creek to the east, across the South Carolina/North Carolina border. Home prices range from $280,000 to $390,000. River Chase is a Meritage Homes community located in Fort Mill, South Carolina. The project contains 231 lots, selling homes from $230,000 to $420,000. Riverwalk is a 770-unit community in Rock Hill, South Carolina, with multiple builders offering homes from $215,000 to $375,000.

ZONING AND PERMITTING

The Developer has obtained the zoning necessary for development of Phase 4 of the Development pursuant to ordinances adopted by the County. The Development will be consistent with the zoning of the property and with the development regulations outlined under the pertinent County ordinances. The Development Agreement, as further discussed and defined below, provides that the Developer has a vested right to proceed with the development of the real property in the District in accordance with the zoning classification set forth in the County ordinance zoning the property as a planned development district. In addition, the Development Agreement limits the applicability of future County laws, ordinances and regulations including, but not limited to, moratoria and other provisions which could prevent or limit the rate of development under certain circumstances. All major permits and approvals required for the Development have been obtained.

DEVELOPMENT AGREEMENT

The Development is subject to a Development Agreement which was entered into between the County and Lawson's Bend, L.L.C. (the "Prior Developer") on June 13, 2006 (the "Development Agreement"). The rights and obligations under the Development Agreement were transferred in October 2011 to ELA from whom the Developer purchased all of the land within Bond Area 3 (other than the Commercial Parcel).

The Development Agreement had an original term of 10 years and was scheduled to expire on June 13, 2016. However, such date has been effectively extended to June 13, 2023 as a result of two Acts ratified by the South Carolina General Assembly and the Governor of South Carolina (the "Governor"). Act No. 297, ratified on May 19, 2010, by the Governor, effectively extended the original termination date by five (5) years by suspending the period of development approvals and associated vested rights, on a State-wide basis, during the period beginning January 1, 2008, and ending December 31, 2012. In addition, pursuant to Act No. 112 ratified by the Governor on June 20, 2013, the running period of the development approval and any associated vested rights were suspended by an additional four (4) years from January 1, 2013, through December 31, 2016.

The Development Agreement (i) provides that the real property will be developed in accordance with the development schedule, which estimates generally the timing of development by zoning category, (ii) describes the permitted uses of the real property, including general commercial, general residential and office, institutional and residential, (iii) describes the facilities that the Developer agrees to cause to be constructed, including (1) roadway system improvements consisting of streets, curbs, gutters, bridges, intersection improvements, right-of-way improvements, street lighting, landscaping, signage and signalization; (2) entrance and intersection improvements, as required by the South Carolina Department of Transportation and the County, to U.S. 521, Jim Wilson Road, Hancock Road, Hector Road, Twelve Mile Creek Road and Claude Phillips Road; (3) a sanitary sewer system consisting of force mains, gravity mains, a pump station, easements, and related facilities; (4) a water system consisting of appropriately sized water mains, valves, joints, fire hydrants, easements, and related facilities; (5) a storm water drainage system; (6) a combined Sheriff and EMS substation; (7) a County park and (8) other public improvements as allowed under the terms of the Act and as may be acceptable to the Developer and approved by the County, (iv) details the services for which the County will and will not be responsible, (v) lists the charges and fees for which the Developer is responsible, including fees for public safety services, (vi) provides for certain protections of the environment, and (vii) limits the applicability of future County laws, ordinances and regulations including, but not limited to, moratoria and other provisions which could prevent or limit the rate of development under certain circumstances.

The County planning director is obligated to review compliance with the Development Agreement by the Developer at least once every 12 months. If, as a result of any such review, the County planning director finds and determines that the Developer has committed a material breach of the terms or conditions of the Development Agreement, the County planning director will notify the Developer of such material breach in writing and give the Developer a reasonable time to cure such breach. If the Developer fails to cure such material breach and is not proceeding expeditiously and with diligence to cure such breach within a reasonable time, then the Council may unilaterally terminate or modify the Development Agreement; provided that the County may not terminate or modify the Development Agreement without providing the Developer the opportunity to cure or rebut the finding and determination by the County planning director or to consent to amend the Development Agreement to meet the concerns of the Council with respect to such findings and determinations. The Development Agreement is recorded against the real property and runs with such land, and the development rights with respect to the real property are vested with the Developer as of the date of execution thereof.

ENVIRONMENTAL

In connection with the acquisition of the Development, Phase I environmental site assessments prepared on or before April 29, 2011, were obtained by a previous developer. The Developer, in connection with the acquisition of the land within Bond Area 3 (other than the Commercial Parcel) obtained Phase I Environmental site assessments prepared on or before September 27, 2017. Per the environmental site assessments, there are no recognized environmental conditions and no environmental issues which require separate approvals from state or federal environmental agencies or require environmental remediation or cleanup of any kind. Due to the significant ongoing development activity throughout the Development, County inspectors and third party consultants conduct regular inspections to ensure the site remains in environmental compliance. Copies of the Phase I site assessments may be obtained from the Developer.

Shortly after its purchase of the Development, the previous developer entered into an Erosion and Sediment Control Stabilization Agreement 11-043-W (the "Stabilization Agreement") with the South Carolina Department of Health and Environmental Control ("DHEC"). Under the terms of the Stabilization Agreement, DHEC noted deficiencies at the Development in the areas of sediment control and soil stabilization, all resulting from the Prior Developer's abandonment of the project. The previous developer agreed to take corrective action as outlined in the Stabilization Agreement within certain timeframes. On March 27, 2012, DHEC informed the previous development manager that all of the

requirements to be accomplished under the Stabilization Agreement were met and, therefore, the Stabilization Agreement was considered closed by DHEC.

UTILITIES

Public water service and sanitary sewage treatment is provided by Lancaster County Water and Sewer District.

Duke Power and York Electric furnish underground electric service for the Development. Lancaster County Natural Gas Authority provides natural gas for the Development, and Comporium Communications offers telephone and cable television service for the Development.

THE DEVELOPER

The Developer, a Delaware limited liability company, is a wholly-owned subsidiary of the Lennar Corporation, a NYSE listed company since 1954 and one of the nation's largest and most successful home builders. Lennar Carolinas, LLC is also the largest home builder both in Lancaster County but also the greater Charlotte market. Lennar is both the developer and the home builder in this community.

BOND AREA 3

The District has been split into three separate bond areas, each of which will have separate and distinct legal boundaries. Annual assessments on land that comprises each Bond Area will secure the repayment of separate series of municipal bonds described herein. See Appendix D, "**BOND AREA 3 ASSESSMENT COLLECTION HISTORY AND FORECAST**" hereto.

Bond Area 3 ("Bond Area 3"), consisting of 188.3 acres of land, is anticipated to include 537 residential lots, which comprises Phase 4, as well as an approximately 10.1-acre parcel that is currently zoned for commercial use (e.g. the Commercial Parcel) being developed by ELA.

As of [the date of this Private Placement Memorandum][April 6, 2021], ownership of developable land within Bond Area 3 consists of the following:

Owner	Developable Parcels/Lots	Acres	Percentage Ownership
AG Essential Housing Multi State 2 LLC[(a)]	2	99.9	53.08%
Home Owners	117	14.8	7.85
Edenmoor Land Acquisition, LLC[(b)]	1	10.1	7.85
Lennar Carolinas, LLC[(c)]	1	54.6	5.36
Lennar Carolinas, LLC[(d)]	70	8.8	4.69
	191	188.3	100.00%

(a) Affiliate of Lennar Carolinas, LLC. Reflects ownership of unsubdivided parcels. Expected to subdivide into 320 residential lots in the future.
(b) Reflects ownership of unsubdivided parcels.
(c) Reflects ownership of subdivided parcels. Expected to subdivide into 31 residential lots in the future.
(d) Reflects ownership of unsubdivided parcels.

See "**THE DEVELOPMENT**" for information (as of March 31, 2021) related to the number of lots for which infrastructure has been completed and have been plated, the number of house starts and the number of houses which have been completed and conveyed to individual homeowners. The total taxable value of all property within Bond Area 3 and all property within Bond Area 3 other than the Commercial Parcel, based on property values as of December 31, 2020 as determined by the Lancaster County Tax Assessor's Office, is approximately $40.6 million and $40.0 million, respectively.

The 2021A-3 Bonds will be secured by the Pledged Revenues, which includes, among other things, revenues derived from Assessment A assessed against real property that comprises Bond Area 3 and the Pledged Funds. Per the Assessment Roll A for Bond Area 3 prepared by the Consultant, and approved by the Council on September 14, 2020, the Annual Assessment A on Bond Area 3 totals $667,650 for the year ending December 31, 2020. See APPENDIX C, "**UPDATED ASSESSMENT ROLL A FOR BOND AREA 3, INCLUDING RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS**" hereto, for a copy of the updated Assessment Roll, which takes into account all of the property within Bond Area 3 as of December 31, 2020 and assumes the issuance of the 2021A-3 Bonds.

OTHER BOND AREAS

Bond Area 1 and Bond Area 2 consist of multiple single-family residential lots and townhome lots and one parcel of land, on which the District's club house and pool facility amenity is located, which are in various states of planning and development.

Per the Assessment Roll A for Bond Area 1 of the District prepared by MuniCap, Inc. ("MuniCap"), and approved by the Council on September 14, 2020, the Annual Assessment A for Bond Area 1 totals $665,000 for the year ending December 31, 2020. Further, the Assessment A on the real property within Bond Area 1 has been allocated to approximately 840 distinct parcels; as of December 31, 2020, virtually all of the parcels in Bond Area 1 had been developed and were owned by individual homeowners.

Per the Assessment Roll A for Bond Area 2 of the District prepared by DTA, and approved by the Council on September 14, 2020, the Annual Assessment A for Bond Area 2 totals $844,110 for the year ending December 31, 2020. Further, the Assessment A on the real property within Bond Area 1 has been allocated to approximately 822 distinct parcels; as of December 31, 2020, approximately 548 of the parcels in Bond Area 2 had been developed and were owned by individual homeowners.

BOND OWNERS' RISKS

RISK FACTORS

The following is a discussion of certain risks which should be considered, in addition to other matters set forth herein, in evaluating an investment in the 2021A-3 Bonds. This discussion does not purport to be comprehensive or definitive; rather, it is meant to draw attention to some, though not necessarily all of the risks that may be peculiar to obligations such as the 2021A-3 Bonds. Each potential investor is expected and encouraged to make its own independent evaluation of the merits of acquiring and holding the 2021A-3 Bonds. The occurrence of any of the events discussed herein could adversely affect the ability or willingness of any Landowner to pay the Assessments when due. Any failure to pay Assessments could result in the inability to make full and punctual payments of debt service on the 2021A-3 Bonds and a default under the Indenture. In addition, the occurrence of any of the events discussed herein could adversely affect the value of the property in the District, which could, in turn, adversely affect the ability of the County to realize proceeds in a foreclosure action against the property to recover delinquent Assessments.

LIMITATIONS AND COLLECTABILITY OF ASSETS

The business plan for Phase 4 of the Development assumes that portions of the actual payment of the Assessments will be made by individuals or entities buying benefited parcels in the Development or by the tenants of buildings in the Development. While nearly 25 percent (25%) of the residential lots located or expected to be located in Bond Area 3 are owned by individuals, market conditions such as competition with other competitive developments or adverse changes in general economic conditions may limit the ability of the Developer to pass some or all of the Assessments to and any subsequent owners of

real property in the District (the "Subsequent Landowners" and, together with the Developer, "Landowners"). The legal obligation to pay the Assessments rests with the Landowners. No assurance can be made that the construction and development of the Development will be completed. See **"—FAILURE TO DEVELOP PROPERTIES"** below. As a result, no assurance can be given that the Developer, will continue to pay the Assessments in the future or that they will be able to pay such Assessments on a timely basis. In the event of the institution of bankruptcy or similar proceedings with respect to the Developer or any other subsequent significant Landowner of benefited property, delays could occur in the payment of debt service on the 2021A-3 Bonds as such bankruptcy could negatively impact the ability of the Developer and any other Landowner to pay the Assessments. In addition, the remedies available to the Owners of the 2021A-3 Bonds under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by federal, state and local law and in the Indenture and the 2021A-3 Bonds, including, without limitation, enforcement of the obligation to pay Assessments and the ability of the County to foreclose the lien of such Assessments may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2021A-3 Bonds (including Bond Counsel's approving opinion) will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery. The inability, either partially or fully, to enforce remedies available respecting 2021A-3 Bonds could have a material adverse impact on the interest of the owners of the 2021A-3 Bonds.

DEVELOPMENT RISKS

The progress of the Development may be affected by changes in general economic conditions, fluctuations in the real estate market and other factors beyond the control of the Developer. In addition, the growth of Phase 4 of the Development is subject to comprehensive federal, state, and local regulations and future changes to such regulations. Approval is required from various public agencies in connection with, among other things, the design, nature and extent of required improvements, both public and private, and construction of the buildings intended for the Development must be in accordance with applicable zoning, land use and environmental regulations. Failure to obtain any such approvals in a timely manner could delay or adversely affect the progress of Phase 4 of the Development, which may negatively impact the Developer's desire or ability to continue such development. [To the knowledge of the Developer, all necessary approvals have been obtained to date in connection with Phase 4 of the Development.] No assurance can be given that unknown hazardous materials, protected animals, etc. do not currently exist or may develop in the future whether originating within the Development or from surrounding property, and what effect such may have on Phase 4 of the Development. See also, **"—FAILURE TO DEVELOP PROPERTIES"** below.

LIMITED RECOURSE

The Developer's obligation to pay the Assessments is limited solely to the obligation that any Landowner has to pay Assessments against its land, the Developer is not a guarantor of payment by any other Landowner of the Assessments applicable to it, and the recourse for the Developer's failure to pay Assessments is limited solely to its ownership interest in the assessed land. Assessments against land within the District that is not owned by the Developer are also not guaranteed by the owner of such land, and the recourse for the failure of any such Landowner to pay an Assessment is limited to such Landowner's ownership interest in the assessed land.

TIMELY PAYMENT OF ASSESSMENTS

The timely payment of the 2021A-3 Bonds depends on the willingness and ability of the Landowners to pay Assessments when due. Failure of Landowners to pay Assessments when due could result in the rapid, total depletion of the Series 2021A-3 Debt Service Reserve Account established for the 2021A-3 Bonds and a default in payments of the principal of and interest on the 2021A-3 Bonds.

VALUE OF REAL PROPERTY

Prospective purchasers of the 2021A-3 Bonds should not assume that the real property within Bond Area 3 could be sold for an amount sufficient to fund delinquent Assessments.

MARKET AND COMPETITION

In general, the regional residential market and the retail, commercial and office markets are highly competitive and are affected by competitive changes in geographic area, changes in the public's spending habits, population trends, traffic patterns, economic conditions and business climate. Other competitive factors include location and attractiveness of facilities, proximity to certain types of businesses and supporting services. The ability of the Development to compete in this competitive market is dependent upon the foregoing and a variety of other factors about which no assurance can be given. See "**THE DEVELOPMENT—MARKET AND COMPETITION**" herein.

ASSESSMENT DELINQUENCIES

Timely payment of debt service on the 2021A-3 Bonds is dependent upon timely receipt of the Assessments. Under provisions of the Act, the Assessments, from which funds necessary for the payment of principal of and interest on the 2021A-3 Bonds are derived, are contained within a single bill from the County Auditor, which also includes the *ad valorem* taxes then due on the related Parcel within Bond Area 3. Such Assessments are due and payable and bear the same penalties and interest for non-payment as do regular *ad valorem* property tax installments. The unwillingness or inability of Landowners to pay any portion of the amounts due with respect to taxes and assessments that relate to a parcel within Bond Area 3 could result in a foreclosure action being taken by the County.

In the event that sales or foreclosures of property are necessary, and if the Series 2021A-3 Debt Service Reserve Account is depleted, there could be a delay in payments to owners of the 2021A-3 Bonds pending such sales or the prosecution of foreclosure proceedings and receipt by the County of the proceeds of sale.

See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE,**" for a discussion of the provisions which apply, and procedures which the County is obligated to follow in the event of delinquencies in the payment of Assessments. See "**—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS**" and "**—BANKRUPTCY**" below, for a discussion of limitations on the County's ability to foreclose on the lien of the Assessments in certain circumstances.

POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS

In the event that any installment of Assessments or the payment of County real estate taxes is delinquent on March 17 of the year in which Assessments and County real estate taxes will have become due, the County is authorized to initiate enforced collection procedures against the owner of record of the property. These procedures culminate in a sale, which should take place on the first Monday in October of the year in which such sums are due. The process of enforced collection and sale may be subject to delays for various reasons and potential investors should be aware that many of the reasons for delay are beyond the control of the County. See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE.**"

Delays and uncertainties in the enforced collection process create significant risks for Bond Owners. High rates of delinquency of Assessments or real estate tax payments that continue during the pendency of such proceedings could result in the rapid, total depletion of the Series 2021A-3 Debt Service Reserve Account. In that event, there could be a default in payments of the principal of, and interest on, the 2021A-3 Bonds.

The payment of the Assessments and the ability of the County to effect a sale to force collection of delinquent unpaid Assessments pursuant to its covenant to enforce collection may also be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—COLLECTION PROCEDURES**" **and** "**BOND OWNERS' RISKS—LIMITATIONS ON COLLECTABILITY OF ASSETS**" and "**—BANKRUPTCY.**"

The ability of the County to effect a sale with respect to the lien of a delinquent unpaid Assessment also may be limited with regard to properties in which the FLC may acquire an interest. The FLC currently does not have an interest in the land within Bond Area 3. However, if a lender takes a security interest in the subject property and becomes insolvent, such a lender could fall under the jurisdiction of the FLC, in which case FLC policies regarding the payment of state and local property taxes, including real estate taxes and assessments, may apply and such policies may include a requirement that the County obtain the consent of the FLC prior to foreclosing on the lien of special taxes, which may affect the ability of the County to complete such a sale in a timely fashion.

No assurances can be given that the real property subject to sale will be sold; or that property acquired by the FLC in connection with a sale will be resold; or, if sold or resold, that the proceeds of such a sale will be sufficient to pay any delinquent Assessments. As provided in the Act, assessments (such as the Assessments) constitute a lien on real property superior to all other liens except the liens for property taxes. In the Act and in the statutes regarding collection procedures and the application of any proceeds of enforced collection, no distinction is made between the lien for assessments (such as the Assessments) and the liens for property taxes, and there is no State case law on point. Accordingly, the lien for assessments (such as the Assessments) is either at the same level of priority as, or is subordinate only to, the liens for property taxes. If the Series 2021A-3 Debt Service Reserve Account is depleted and delinquencies in the payment of Assessments exist, there could be a default or delay in payments of debt service on the 2021A-3 Bonds pending prosecution of foreclosure proceedings and receipt by the County of foreclosure sale proceeds, if any. There can therefore be no assurance that the Assessments will at all times be sufficient to pay debt service on the 2021A-3 Bonds.

BANKRUPTCY

Although a bankruptcy proceeding would not cause the Assessments to become extinguished, the amount and priority of any Assessment could be modified if the value of the property falls below the value of the lien. If the value of the property is less than the lien, such excess amount could be treated as an unsecured claim by the bankruptcy court. In addition, bankruptcy of the Landowners could result in a delay in foreclosure proceedings. Such delay could increase the likelihood of a delay or default in the payment of debt service on the 2021A-3 Bonds.

EXEMPT PROPERTIES

The Rate Study assumes that Assessments will not be levied on Non-Benefited Property (as defined in the Rate Study). If for any reason any parcel of the property subject to Assessments becomes exempt from taxation by reason of transfer to or ownership by a non-taxable entity such as the federal, state or local government or another public agency, subject to *ad valorem* taxes and Assessments being paid current at the time of the transfer, the Rate Study does not reallocate Assessments to the remaining taxable parcels within Bond Area 3. If the transfer occurs by reason of condemnation proceedings, the laws of the State require the application of condemnation proceeds, if any, to the payment of *ad valorem* taxes and assessments related to such property, and the amount received as a result of such proceeding may not be sufficient to pay the Assessment upon such parcel. In the case of the public dedication, gift or transfer without consideration of a parcel there may be no mechanism for collecting the Assessment on such parcel once it becomes Non-Benefited Property. The Rate Study provides that when a parcel is subdivided into additional parcels, and a subdivided parcel becomes Non-Benefited Property, the Assessment with respect to that parcel may be collected from the other subdivided parcels which remain

taxable property. The Rate Study also provides that prepayment of the Assessment is required when a taxable parcel is acquired by an entity which results in such parcel being reclassified as Non-Benefited Property (whether as a result of a condemnation proceeding or taking or due to a consensual transaction) and, in the event of such a prepayment in the event of a condemnation proceeding or sale under threat of condemnation, the extraordinary mandatory redemption provisions shall apply, as more fully described above under "**DESCRIPTION OF THE 2021A-3 BONDS—REDEMPTION PROVISIONS—*Extraordinary Mandatory Redemption***."

If a substantial portion of land within Bond Area 3 became exempt from Assessments because of public ownership or otherwise, the amount of the Assessments which could be levied upon the remaining property might not be sufficient to pay principal of and interest on the 2021A-3 Bonds when due.

INSUFFICIENCY OF ASSESSMENTS

Within the limits of the Rate Study, the County may adjust the Assessments levied on all property within Bond Area 3 to provide an amount required to pay debt service on the 2021A-3 Bonds and to pay all annual Administrative Expenses. Based on information from the Developer and ELA, the County has determined in the Bond Ordinance that the 2021A Project is expected to benefit the property within Bond Area 3 other than the Commercial Parcel; therefore, the Assessments related to the Commercial Parcel have been reduced as permitted by the Rate Study and do not include an amount related to the 2021A Project or the debt service for the 2021A-3 Bonds. However, the Commercial Parcel remains subject to Assessments in an amount related to the debt service for the 2006A-3 Bonds and the projects financed thereby and estimated Administrative Expenses, just like other parcels within Bond Area 3. As described above, the Series A-3 Bonds are not entitled to collections from Assessments imposed on particular parcels within Bond Area 3, as all of the Series A-3 Bonds are secured by the Trust Estate on a parity with one another. The amount of the Assessments that may be levied against a particular parcel within Bond Area 3 is subject to the amount of the Assessments provided in the Assessment Roll A-3 approved by the County.

There is no assurance that the amount of the Assessments will at all times be sufficient to pay the amounts required to be paid by the Indenture, including interest accruing on unpaid principal or interest on the 2021A-3 Bonds. In addition, delays in collection or foreclosure of Assessments could result in insufficient funds being available to pay timely debt service on the 2021A-3 Bonds after depletion of the Series 2021A-3 Debt Service Reserve Account. There is no provision in the Act, the Bond Ordinance or the District Ordinance for the levy of Assessments to replenish the Series 2021A-3 Debt Service Reserve Account in the event of delays in collection or foreclosure.

See "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE**" above and the subsection "**—POTENTIAL DELAY AND LIMITATIONS IN FORECLOSURE PROCEEDINGS**" above under this heading.

DISCLOSURE TO FUTURE PROPERTY PURCHASERS

There is no provision in the Act that requires a notice to future purchasers other than the record notice provided in connection with the establishment of the District. There can be no guarantee that title companies will refer to such notices in title reports or that a prospective purchaser or lender will consider, or receive notice, of such Assessment obligation in the purchase of a parcel within Bond Area 3 or the lending of money thereon. Any failure on the part of a prospective lender or purchaser to determine the existence of the Assessments may affect the willingness and ability of such future owner, but not the legal obligation of such owner, to pay the Assessments when due.

NO ACCELERATION PROVISION

The Indenture contains no provision for the acceleration of the 2021A-3 Bonds in the event of a payment default or other default under the terms of the 2021A-3 Bonds or the Indenture. The ultimate

source of recovery in the event of a default of payment of Assessments is the foreclosure provision described under "**ASSESSMENT REVENUES; DETERMINATION OF RATE AND METHOD OF ASSESSMENTS; COLLECTION PROCEDURES; APPRAISAL—DELINQUENCIES; ENFORCEMENT; FORECLOSURE.**"

ILLIQUIDITY OF 2021A-3 BONDS AND LIMITED SECONDARY MARKET

The 2021A-3 Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the 2021A-3 Bonds in the event an owner of 2021A-3 Bonds determines to solicit purchasers of the 2021A-3 Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the 2021A-3 Bonds may be sold. Such price may be lower than that paid by the then 2021A-3 Bondholder, depending on the progress of the Development, existing market conditions and other factors. Although the County and the Developer have committed to provide certain financial and operating information as set forth in Appendix F, "**FORM OF CONTINUING DISCLOSURE AGREEMENT**" hereto, there can be no assurance that such information will be available to owners of the 2021A-3 Bonds on a timely basis. See "**CONTINUING DISCLOSURE**" herein. The failure to provide the required financial information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

LOSS OF TAX EXEMPTION

As discussed under the caption "**TAX TREATMENT**," the interest on the 2021A-3 Bonds could become includable in gross income for federal income tax purposes retroactive to the date of delivery of the 2021A-3 Bonds as a result of a failure of the County to comply with certain provisions of the Code. Should such event of taxability occur, the 2021A-3 Bonds are not subject to early redemption and will remain outstanding to maturity or until redeemed under the optional redemption, extraordinary redemption or mandatory sinking fund redemption provisions (as applicable) of the Indenture.

OTHER ASSESSMENTS AND TAXES

The willingness and/or ability of a Landowner to pay the Assessments could be affected by the existence of other taxes and assessments imposed upon such property by the County or any other local special purpose or general purpose governmental entities. Public entities whose boundaries overlap those of the District, including the Lancaster County Water and Sewer District, could, without the consent of the owners of the land within the District, impose additional taxes on the property within the District.

By enactment of Ordinance No. 1083, the Council established the Indian Land Fire Protection District ("Fire District"). The Fire District includes the property within the Development. The purpose of the Fire District is to provide a funding mechanism through the imposition of a uniform service charge for the provision of fire protection at a level over and above the level provided outside of the Fire District. The annual uniform service charge was set initially at seventy five dollars ($75.00) per equivalent residential unit ("ERU") and is presently set at seventy-five dollars ($75.00) per ERU. The exact ERU amount is set annually by the Council. One dwelling unit equals one ERU and for structures other than dwellings, one ERU is equal to each 2500 square feet or fraction thereof. The uniform service charge is not imposed on undeveloped property. Imposition and collection of the uniform service charge begins only when a certificate of occupancy is issued with respect to a particular parcel of property.

LEGISLATIVE INITIATIVES

The South Carolina General Assembly may, from time to time, consider bills and proposed constitutional amendments that could affect local *ad valorem* property taxes and could reduce significantly the amount of *ad valorem* taxes that may be payable for property in the Development. No

such proposals are currently pending and it is impossible to predict whether any of these proposals are forthcoming, what form they will take and when they might become effective.

FAILURE TO DEVELOP PROPERTIES

Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Bond Owners should it be necessary to institute proceedings due to the nonpayment of Assessments. Failure to complete development or substantial delays in the completion of the development of the Development due to litigation or other causes may reduce the value of the Development and increase the length of time during which Assessments will be payable from undeveloped property, and may affect the willingness and ability of the owners of such property to pay the Assessments when due.

There can be no assurance that development operations with respect to the Development will not be adversely affected by a future deterioration of the real estate market and economic conditions or future local, state and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, or the national economy. A slowdown of the development process and the absorption rate could adversely affect the ability or desire of the property owners to pay the Assessments. Similarly, the failure by the Developer to close on the construction and sale of homes in the Development could reduce the ability or desire of the Developer to pay the Assessments. In either such event, there could be a default in the payment of principal of and interest on the 2021A-3 Bonds when due.

ADDITIONAL RISKS

This section does not purport to summarize all risks that may be associated with purchasing or owning the 2021A-3 Bonds and prospective purchasers are advised to read this Private Placement Memorandum in its entirety for a more complete description of investment considerations relating to the 2021A-3 Bonds.

DEBT SERVICE REQUIREMENTS

The following represents the debt service schedule for the 2006A-3 Bonds (payable after January 1, 2022) and the 2021A-3 Bonds based on the maturity dates and interest rates set forth on the inside cover of this Private Placement Memorandum and the mandatory redemption requirements applicable to the 2021A-3 Bonds set forth above:

	2006A-3 Bonds	**2021A-3 Bonds**		
Year Ending December 31	**Total Debt Service**	**Principal**	**Interest**	**Total Debt Service**
2022	$285,751	-	-	
2023	285,421	-	$366,300	
2024	289,824	$67,000	244,200	
2025	288,695	67,000	240,180	
2026	287,299	72,000	236,160	
2027	285,636	77,000	231,840	
2028	288,707	84,000	227,220	
2029	286,245	87,000	222,180	
2030	288,517	93,000	216,960	
2031	290,255	95,000	211,380	
2032	286,461	98,000	205,680	
2033	287,400	102,000	199,800	
2034	287,806	108,000	193,680	
2035	287,679	114,000	187,200	
2036	287,019	121,000	180,360	
2037	285,826	127,000	173,100	
2038	289,100	136,000	165,480	
2039	286,574	141,000	157,320	
2040	288,516	151,000	148,860	
2041	289,658	156,000	139,800	
2042	0	162,000	130,440	
2043	0	463,000	120,720	
2044	0	489,000	92,940	
2045	0	515,000	63,600	
2045	0	545,000	32,700	
Total		$4,070,000	$4,388,100	

ESTIMATED SOURCES AND USES OF BOND PROCEEDS

	TOTAL
Sources of Funds	
Proceeds of the 2021A-3 Bonds	
TOTAL SOURCES	
Uses of Funds	
Deposit to Series 2021A-3 Acquisition and Construction Account	
Deposit to Series 2021A-3 Debt Service Reserve Account	
Costs of Issuance[1]	
TOTAL USES	

[1] Includes legal fees, fees of the Trustee and Consultant, and other costs related to the issuance of the 2021A-3 Bonds, and rounding.

THE 2021A-3 PROJECT

The proceeds of the 2021A-3 Bonds are expected to be applied to finance a portion of certain public infrastructure located in and supporting certain sub-phases of Phase 4 of the Development as follows (the remaining portion to be held by the Developer):

Type of Infrastructure	Phase 4-1	Phase 4-2	Phase 4-3	Phase 4-4	Phase 4-5	Total
Roads & Paving	$ 463,263	$ 511,611	$384,124	$226,964	$ 383,971	$1,969,933
Sanitary Sewer	254,717	596,417	184,113	278,566	440,807	1,754,620
Water	302,542	391,335	232,997	231,344	254,000	1,412,218
Total	$1,020,522	$1,499,363	$801,234	$736,874	$1,078,778	$5,136,771

Source: Developer

TAX TREATMENT

FEDERAL TAX TREATMENT

In the opinion of Burr & Forman LLP d/b/a Burr Forman McNair ("Burr Forman McNair"), Columbia, South Carolina, as Bond Counsel, to be delivered on the delivery date of the 2021A-3 Bonds, under existing laws, regulations, rulings and judicial decisions and assuming the County's continued compliance with certain covenants described below, interest on the 2021A-3 Bonds is excludable from gross income of the recipients thereof for federal income tax purposes.

The Internal Revenue Code of 1986, as amended (the "Code"), including the Treasury Regulations promulgated thereunder, imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on tax-exempt obligations, such as the 2021A-3 Bonds, including, among other things, permitted uses and investment of the proceesd of the 2021A-3 Bonds and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. The County has covenanted to comply with certain covenants, restrictions, conditions and requirements designed to ensure that interest on the 2021A-3 Bonds will not become includable in gross income. Failure to comply with these covenants could cause interest on the 2021A-3 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2021A-3 Bonds. The opinion of Bond Counsel assumes the accuracy of certain representations of the County with respect to the investment and use of proceeds of the 2021A-3 Bonds and compliance by the County with certain covenants.

The Code imposes an alternative minimum tax on an individual's alternative minimum taxable income. Interest on the 2021A-3 Bonds is not an item of tax preference for purposes of the alternative minimum tax.

Although Bond Counsel is of the opinion that interest on the 2021A-3 Bonds is excludable from gross income for federal income tax purposes, the accrual or receipt of interest on the 2021A-3 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the 2021A-3 Bonds should be aware that ownership of the 2021A-3 bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, banks, thrifts and other financial institutions, property and casualty insurance companies, certain recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan and taxpayers subject who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the 2021A-3 Bonds. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the 2021A-3 Bonds should consult their tax advisors as to the tax consequences of purchasing or holding the 2021A-3 Bonds.

Bond Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or even occurring (or not occurring) after the issuance date of the 2021A-3 Bonds may affect the tax status of interest on the 2021A-3 Bonds. In rendering its opinion, Bond Counsel will rely on certificates and representations of the County with respect to certain material facts solely within the County's knowledge relating to the investment and use of the proceeds of the 2021A-3 Bonds and compliance by the County with certain covenants.

CHANGE IN LAW

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause the interest on the 2021A-3 Bonds to be subject, directly or indirectly, to federal or State income taxation, or otherwise prevent the beneficial owners thereof from realizing the full current benefit of the tax-exempt status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions could significantly limit the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the 2021A-3 Bonds and could also affect, perhaps significantly, the market price for, or marketability of, the 2021A-3 Bonds. Prospective purchasers of the 2021A-3 Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislative, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

IRS AUDIT

The Internal Revenue Service ("IRS") has established an ongoing program to audit tax exempt obligations to determine whether interest on such obligations is includable in gross income for federal income tax purposes. Under current procedures, parties other than the County and its appointed counsel, including the beneficial owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax exempt bonds is difficult, obtaining an independent review of IRS positions with which the County legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to, selection of the 2021A-3 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the 2021A-3 Bonds, and may cause the County or the beneficial owners to incur significant expense.

STATE TAX TREATMENT

Bond Counsel is of the opinion that under present laws of the State, interest on the 2021A-3 Bonds will be excluded from South Carolina taxation, except estate, transfer and certain franchise taxes. Section 12-11-20 of the South Carolina Code imposes upon every bank engaged in business in the State a fee or franchise tax computed at the rate of 4½% of the entire net income of such bank. Regulations of the South Carolina Department of Revenue require that the term "entire net income" include income derived from any source whatsoever, including interest on obligations of any state and any political subdivision thereof. Interest on the 2021A-3 Bonds will be included in such computations.

SUITABILITY FOR INVESTMENT

Investments in the 2021A-3 Bonds pose certain economic risks and are most suitable for sophisticated, institutional investors. No dealer, broker, salesman or other person has been authorized by the County to give any information or make any representations, other than those contained in this Private Placement Memorandum. Additional information will be made available to each prospective investor, including the benefit of a site visit to the Development, and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of 2021A-3 Bonds, Prospective investors are encouraged to request such additional information, visit the District and ask such questions.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the 2021A-3 Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the 2021A-3 Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2021A-3 Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

LITIGATION

There is no litigation of any nature now pending or threatened in writing restraining or enjoining the issuance, sale, execution or delivery of the 2021A-3 Bonds, or in any way contesting or affecting the validity of the 2021A-3 Bonds or any proceedings of the County taken with respect to the issuance or sale thereof, the validity of the Assessments, the pledge or application of any moneys or security provided for the payment of the 2021A-3 Bonds, or the existence or powers of the County.

CONTINUING DISCLOSURE

Although the offering and sale of the 2021A-3 Bonds will be exempt from the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Rule"), the County and the Developer will execute a Continuing Disclosure Agreement at closing and agree to provide certain operating data and notice of the occurrence of certain enumerated events with respect to the 2021A-3 Bonds. In addition, certain information will be provided on a quarterly basis until homeownership in Bond Area 3 reaches certain thresholds. The specific nature of the information, as well as the circumstances under which enumerated events will be reported, is contained in Appendix F, "**FORM OF CONTINUING DISCLOSURE AGREEMENT**" hereto.

A failure to comply with the requirements of the Continuing Disclosure Agreement will not result in a default under the Indenture.

LEGAL MATTERS

Certain legal matters related to the authorization, sale and delivery of the 2021A-3 Bonds are subject to the approval of Burr Forman McNair, Columbia, South Carolina, Bond Counsel. Certain legal matters will be passed upon for the County by its counsel, Smith Robinson Holler DuBose and Morgan, LLC, Columbia, South Carolina.

FORWARD-LOOKING STATEMENTS

This Private Placement Memorandum contains certain "forward-looking statements" concerning the County, the Development, and the Developer's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of either the County or the Developer. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate," and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

MISCELLANEOUS

Any statements made in this Private Placement Memorandum involving matters of opinion or estimates, whether or not expressly so stated, are set forth as such and not as representations of fact, and no representations are made that any of the estimates will be realized.

The references herein to the 2021A-3 Bonds and other documents referred to herein are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and reference is made to such documents for full and complete statements of such provisions.

This Private Placement Memorandum has been prepared in connection with the sale of the 2021A-3 Bonds and may not be reproduced or used, as a whole or in part, for any purpose. This Private Placement Memorandum is not to be construed as a contract with the Holders or Beneficial Owners of any of the 2021A-3 Bonds.

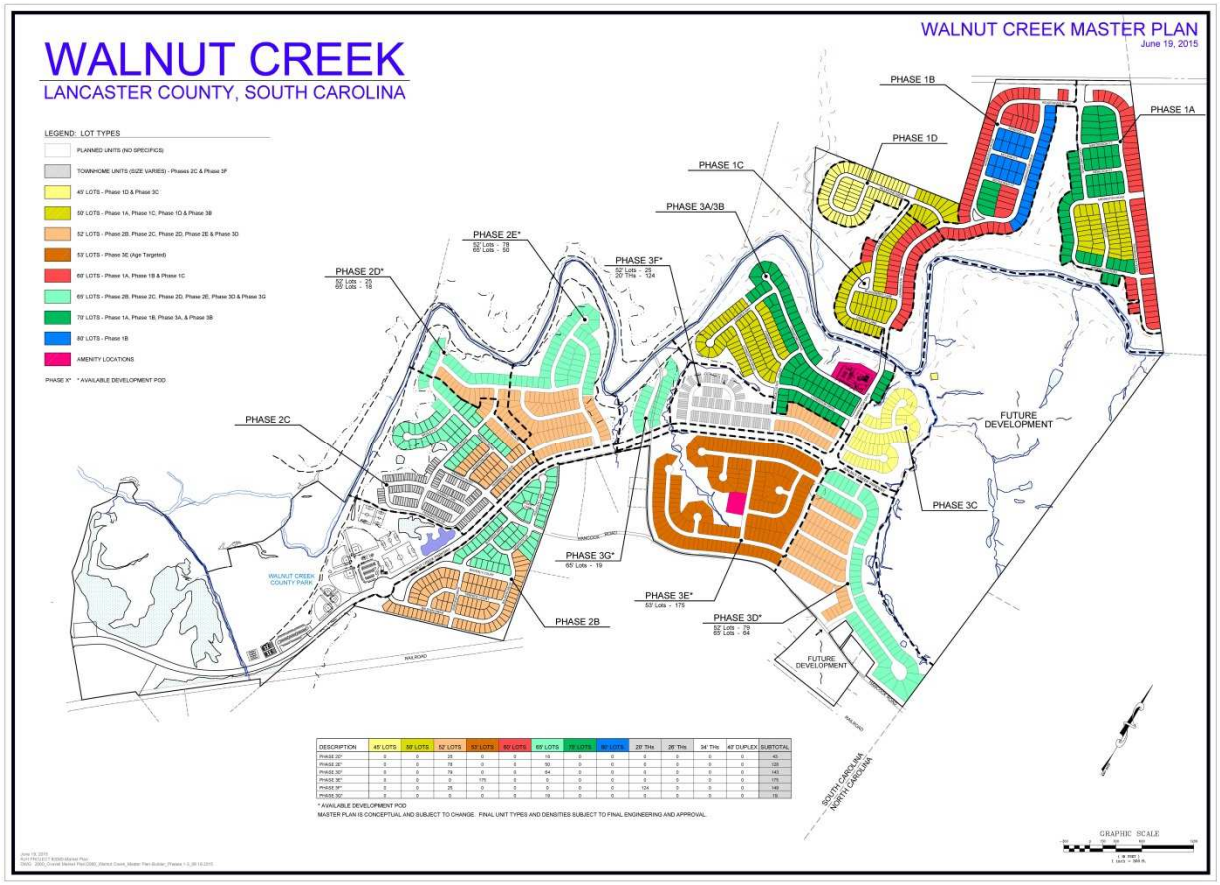
This Private Placement Memorandum has been duly authorized, executed and delivered by the County.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Chairman, County Council

APPENDIX A

MAP OF DEVELOPMENT AND PHASE 4 OF DEVELOPMENT


WALNUT CREEK
LANCASTER COUNTY, SOUTH CAROLINA
WALNUT CREEK MASTER PLAN
June 19, 2015
LEGEND: LOT TYPES
PLANNED UNITS (NO SPECIFICS)
TOWNHOME UNITS (SIZE VARIES) - Phases 2C & Phase 3F
45' LOTS - Phase 1D & Phase 3C
50' LOTS - Phase 1A, Phase 1C, Phase 1D & Phase 3B
52' LOTS - Phase 2B, Phase 2C, Phase 2D, Phase 2E & Phase 3D
53' LOTS - Phase 3E (Age Targeted)
60' LOTS - Phase 1A, Phase 1B & Phase 1C
65' LOTS - Phase 2B, Phase 2C, Phase 2D, Phase 2E, Phase 3D & Phase 3G
70' LOTS - Phase 1A, Phase 1B, Phase 3A, & Phase 3B
80' LOTS - Phase 1B
AMENITY LOCATIONS
PHASE X* * AVAILABLE DEVELOPMENT POD
PHASE 1A
PHASE 1B
PHASE 1C
PHASE 1D
PHASE 2B
PHASE 2C
PHASE 2D*
52' Lots - 33
65' Lots - 16
PHASE 2E*
52' Lots - 78
65' Lots - 56
PHASE 3A/3B
PHASE 3C
PHASE 3D*
52' Lots - 79
65' Lots - 64
PHASE 3E*
53' Lots - 175
PHASE 3F*
52' Lots - 20
20' THs - 124
PHASE 3G*
65' Lots - 19
FUTURE DEVELOPMENT
FUTURE DEVELOPMENT
WALNUT CREEK COUNTY PARK
RAILROAD
SOUTH CAROLINA
NORTH CAROLINA
GRAPHIC SCALE
DESCRIPTION
45' LOTS
50' LOTS
52' LOTS
53' LOTS
60' LOTS
65' LOTS
70' LOTS
80' LOTS
20' THs
26' THs
34' THs
40' DUPLEX
SUBTOTAL
Phase 2D* 0 0 33 0 0 16 0 0 0 0 0 0 49
Phase 2E* 0 0 78 0 0 56 0 0 0 0 0 0 134
Phase 3D* 0 0 79 0 0 64 0 0 0 0 0 0 143
Phase 3E* 0 0 0 175 0 0 0 0 0 0 0 0 175
Phase 3F* 0 0 20 0 0 0 0 0 124 0 0 0 144
Phase 3G* 0 0 0 0 0 19 0 0 0 0 0 0 19
* AVAILABLE DEVELOPMENT POD
MASTER PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE. FINAL UNIT TYPES AND DENSITIES SUBJECT TO FINAL ENGINEERING AND APPROVAL.

Walnut Creek

EVERYTHING'S INCLUDED®

Everything's Included® in your new dream home.

Lennar has reimagined the home-buying experience by including the most desired new home features at no extra cost to you.



Prices subject to change without notice. Stated square footages are approximate and should not be used as representation of the home's precise or actual size. See a Lennar New Home Consultant for further information. Copyright © 2021 Lennar Corporation. All rights reserved. Lennar and the Lennar logo are registered service marks of Lennar Corporation and/or its subsidiaries. Please see the actual home purchase agreement for additional information, disclosures and disclaimers relating to the home and its features. Void where prohibited by law. Copyright © 2021 Lennar Corporation, Lennar and the Lennar logos and the EI logos are service marks or registered service marks of Lennar Corporation and its subsidiaries. 1/21

LENNAR

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APPENDIX B

MAP OF DISTRICT AND BOND AREA 3

[Insert Map of Improvement District and Bond Area 3]

APPENDIX C

ASSESSMENT ROLL A FOR BOND AREA 3, INCLUDING RATE AND METHOD OF APPORTIONMENT OF ASSESSMENTS

APPENDIX D

BOND AREA 3 ASSESSMENT COLLECTION HISTORY AND FORECAST

FISCAL YEAR	ANNUAL ASSESSMENT BILLING	PARCELS LEVIED	DELINQUENT ASSESSMENT AMOUNT AS OF TAX YEAR END	DELINQUENCY RATE AS OF TAX YEAR END
2016-2017	$342,000	2	N/A	N/A
2017-2018	324,939	3	$ 0	0.00%
2018-2019	326,108	3	287,580†	88.19†
2019-2020	322,025	3	0	0.00
2020-2021	322,956	82	985	0.31

† Reflects two parcels, both owned by Lennar Carolinas LLC, that were unpaid in the Fiscal Year 2018-2019 assessment as of February 11, 2019. Reminder letters were sent by the County to the property owner on February 18, 2019. The property owner paid both assessments in full on May 2, 2019.
Source: David Taussig and Associates, Inc.

FISCAL YEAR	FORECASTED ANNUAL ASSESSMENT BILLING†‡	PARCELS LEVIED
2021-2022	$666,761	191
2022-2023		
2023-2024		
2024-2025		
2025-2026		

† A base amount of $37,885 per year is expected to be expended on Administrative Expenses and will not be available for debt service on the 2021A-3 Bonds. This amount is subject to annual adjustment of 2%.
‡ Key assumptions include constants of one amenity lot and 537 residential lots paying annual assessments of [$_____] and an assumed collection percentage of [98.5%], which represents a simple average of the collection rate (percentage of assessment fees for parcels owned by parties other than the Developer collected by approximately March 18th of each year) for the three prior years, as calculated by David Taussig and Associates, Inc., based on available information. Future collection rates will likely differ from prior collection rates.
Source: David Taussig and Associates, Inc.

APPENDIX E

OPINION OF BOND COUNSEL

[Letterhead of Burr & Forman LLP d/b/a Burr Forman McNair, as Bond Counsel]

[Date of Delivery]

Lancaster County Council
Lancaster, South Carolina

Re: $[4,070,000] Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Revenue Bonds, Series 2021A-3

Gentlemen:

We have acted as bond counsel for Lancaster County, South Carolina (the "County"), in connection with the issuance of its $_____ Lancaster County, South Carolina, Walnut Creek Improvement District Assessment Refunding Revenue Bonds, Series 2021A-3 (the "Bonds"). In such capacity, we have examined such law and certified proceedings and other documents as we have deemed necessary to render this opinion.

The Bonds are issued pursuant to and in accordance with the Constitution and laws of the State of South Carolina (the "State"), including particularly Article X, Section 14(10) of the South Carolina Constitution; Title 4, Chapter 35, Code of Laws of South Carolina 1976, as amended (collectively, the "Act"); an ordinance enacted on December 14, 2015 by the County Council of the County (the "Ordinance"); and an Amended and Restated Master Trust Indenture dated February 11, 2016, as amended and supplemented (the "Master Indenture"), as supplemented particularly by a Second Supplemental Trust Indenture (the "Second Supplemental Indenture") dated _____, 2021, both between the County and Wells Fargo Bank, N.A., as trustee (the "Trustee") (the Master Indenture and the Second Supplemental Indenture are herein collectively referred to as the "Indenture").

The Bonds are issued, together with other funds, to (i) finance certain public infrastructure located in and supporting Bond Area 3 other than the hereinafter defined Commercial Parcel (the "2021A-3 Project"); (ii) fund the Series 2021A-3 Debt Service Reserve Account in an amount equal to the Series 2021A-3 Debt Service Reserve Requirement (as such terms are defined in the Indenture); and (iii) pay certain costs associated with the issuance of the Bonds.

As to questions of fact material to our opinion, we have relied upon the representations of the County contained in the Indenture and the Federal Tax Certificate of the County dated the date hereof, and in the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the issuance of the Bonds have been duly authorized, executed and delivered by all parties thereto, and we have further assumed the due organization, existence and powers of such other parties relating to the issuance of the Bonds.

As bond counsel, we have been retained solely for the purpose of examining the validity and legality of the Bonds and of rendering the specific opinion herein stated and for no other purpose. We have not acted as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934) to the County or any other party in connection with the execution and delivery of the Bonds. We

have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the County in connection with the sale of the Bonds. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

Based on the foregoing, we are of the opinion that:

1. The County is validly existing as a body corporate and politic of the State with legal power to enact the Ordinance, execute and deliver the Indenture, perform the agreements on its part contained therein, and issue the Bonds.

2. The Indenture has been duly authorized, executed and delivered by the County and constitutes a valid and binding agreement of the County enforceable against the County in accordance with its terms. The Indenture creates a valid pledge of the Trust Estate (as defined in the Indenture), for the security of the Bonds.

3. The Bonds have been duly authorized, executed and delivered by the County and are valid and binding limited obligations of the County, payable solely from the Trust Estate.

4. Interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986 (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The County has covenanted to comply with such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

5. Under the laws of the State of South Carolina, the Bonds and the interest thereon are presently exempt from all taxation in the State, except estate or other transfer taxes. It should be noted, however, that Section 12-11-20, Code of Laws of South Carolina 1976, as amended, imposes upon every bank engaged in business in the State a fee or franchise tax computed on the entire net income of such bank which includes interest paid on the Bonds.

We express no opinion regarding tax consequences arising with respect to the Bonds, other than as expressly set forth herein, or regarding the accuracy, adequacy or completeness of the Private Placement Memorandum relating to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Indenture, are limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity. We express no opinion as to the enforceability of any indemnification provisions within the Indenture.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

The opinions expressed herein are limited to matters concerning the federal laws of the United States of America and the laws of the State. We express no opinion as to the laws of any other jurisdiction.

Very truly yours,

BURR & FORMAN LLP

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX G

COPY OF MASTER TRUST INDENTURE AND FIRST SUPPLEMENTAL TRUST INDENTURE AND FORM OF SECOND SUPPLEMENTAL TRUST INDENTURE

APPENDIX H

INFORMATION REGARDING LANCASTER COUNTY, SOUTH CAROLINA

General Description

Lancaster County, South Carolina ("County") was established in 1785, is located in the north central section of South Carolina, and is bounded on the west by the Catawba River and Sugar Creek, on the east by Lynches River, on the south by Kershaw County and on the north by Mecklenburg County and Union County in North Carolina. The County includes three incorporated municipalities: Lancaster, Kershaw, and Heath Springs. The City of Lancaster, the county seat, is located 37 miles south of Charlotte, North Carolina, and 60 miles north of Columbia, South Carolina, the state capital. According to the 2010 Census, the population of the County was 76,652; the 2019 population of the County is estimated to be 98,012.

Form of Government

The County operates under the Council-Administrator form of government. The County Council consists of seven members elected from single-member districts for four-year terms. The County Council bi-annually elects one member to serve as Chairman, one member to serve as Vice-Chairman and one member to serve as Secretary.

The County Council is responsible, among other things, for enacting ordinances, adopting an annual budget for all County departments, setting a tax rate, and levying ad valorem taxes necessary to carry out County functions and pay County indebtedness. The County Council employs a County Administrator who is responsible for day-to-day operations of the County and for implementing County Council policy.

The present members of the County Council, their respective occupations and number of years of service on County Council are as follows: [Need to confirm occupations and years of service]

Name	Occupation	Years of Service
Steve Harper, Chairman	Self-Employed	8
Charlene McGriff, Vice Chairwoman	Director of Non-Profit Corp	11
Larry Honeycutt, Secretary	Retired	14
Allen Blackmon	Retired	2
Brian Carnes	Self-Employed	8
Terry Graham	Self-Employed	4
Billy Mosteller	Self-Employed	4

Mr. Steve Willis is County Administrator and has served in this position since February 26, 2007. Mr. Willis has over 30 years in governmental service in the Lancaster area. Some of the positions he has held include City and Deputy City Administrator for the City of Lancaster, Battalion Fire Chief/Deputy Fire Chief for the Lancaster Fire Department, and Administrative/Investigative Lieutenant and Support Services Capitan for the Lancaster Police Department. Mr. Willis graduated from The Citadel in 1978 with a Bachelor of Arts in Political Science.

The County Finance Director is Ms. Veronica C. Thompson who has served as Finance Director since June 15, 2001. Prior to becoming Finance Director, Ms. Thompson served as a staff accountant for the County for four years. She graduated from Newberry College in December 1990 with a Bachelor's Degree in Accounting. She is a member of Government Finance Officers Association (South Carolina and National) and the Association of Government Accountants.

In addition to the County Council, various county officers are also elected, including the County Auditor, County Treasurer, Clerk of Court, Coroner, Probate Judge and Sheriff.

Services Provided

The County provides various local services which are funded primarily from the County's *ad valorem* tax levy as reflected in its annual budget for the fiscal year ending June 30, 2021. The County also collects fees and user charges to offset the cost of providing certain of these services.

In order to provide these services, in its annual budget for the fiscal year ending June 30, 2021, the County authorized approximately [] full-time-equivalent positions, consisting of:

Services	Full Time Equivalent
General Government Administration	
Administration of Justice	
Culture & Recreation	
Public Safety & Law Enforcement	
Public Works	
Public Health & Welfare	
Total	

Other Services Provided Within the County

Several municipalities within the County also provide some of the services listed above and additional services not provided by the County.

Water and sewer services to portions of the County are provided by the Lancaster County Water and Sewer District. Refuse collection is handled directly by the municipalities or franchised by the County to private contractors. Household garbage convenience stations are provided at various locations throughout the County.

Public safety and law enforcement for the County employs [237.5] full-time-equivalent employees and includes one police station, two police sub-stations, and 18 fire stations.

Public health and welfare for the County employs [76.0] full-time-equivalent employees and serves County residents through [eight] EMS stations. [A ninth station is being planned for fiscal year ending June 30, 2020.]

The County Public Works Department provides solid waste service throughout the County, maintains an estimated [279] miles of paved roads and [219] miles of unpaved roads, and has [42.0] full-time-equivalent employees.

The County Culture & Recreation Department maintains [38] County parks (parks, fields and playgrounds), four recreation centers and three libraries with [32.0] full-time-equivalent employees. [Upgrades to recreation and library facilities are planned for fiscal year ending June 30, 2020.]

Municipal Solid Waste Landfill

The County's landfill was closed as of June 30, 1995. The South Carolina Department of Health and Environmental Control ("DHEC") requires landfill operators to provide for inspection and maintenance of the physical characteristics of the site, as well as monitoring and maintenance of the groundwater and gas monitoring systems and the leachate collection and treatment system, for a period of thirty years after closing. DHEC also requires that operators cover the landfill with a minimum cover of a

certain permeability. The County's liability for closure and post-closure care costs is based on landfill capacity used to date. Because the landfill is closed, the County considers it to be at 100% of capacity.

[During fiscal year ended June 30, 2018, the County expended $39,520 in landfill closure costs. Remaining post-closure costs are estimated by the County at $1,117,203 and included with the long-term liabilities in the County's audited statement of net assets as of June 30, 2018.] Post-closure care costs are based on engineering estimates and are subject to change due to inflation, deflation, technology, and applicable laws and regulations.

Commerce and Industry

[Historically, the County's economy has been dominated by the textile industry. However, like many similar communities, the County has made great strides in diversifying the local economy. According to the South Carolina Department of Employment and Workforce, recent employment is highest in the category of the professional, scientific, and technical services industry. Manufacturing operations is the second highest component of the County's workforce. Recent developments include (i) Red Ventures, annually named one of the best places to work in the Charlotte Region, (ii) Keer America, a Chinese textile company that is completing its first facility outside of China, and (iii) Movement Mortgage, a mortgage financing corporation. There is an 88-acre Lancaster County Air-Rail Business Park located on South Carolina Highway 9 just across from the Lancaster County Airport. The site is less than an hour from Charlotte Douglas International Airport and downtown Charlotte via SC 9 and US 521 to I-485. There are numerous headquarters and offices (Continental Tire the Americas, CompuCom Systems, Kennametal, Sharonview Federal Credit Union) and manufacturing centers (Cardinal Health, Akzo Nobel, Nutramax Laboratories, Oceana Gold, Cooley Group) located in the County. From 2012-2017 there were 46 new and expanding projects in the County representing 9,124 new jobs and over $1.154 billion in new capital investment.]

Additionally, the County boasts affordable land in one of the fastest growing areas of Charlotte. There are numerous new residential housing developments in the County over the past 15 years, attracted by lower taxes and the County's school system. In the past few years, the County has seen an increase in commercial development such as retail and restaurants.

In October 2020, Continental Tire the Americas, LLC, a manufacturer and distributor of premium tires, announced plans to expand the company's operations in the County. The expansion will include a new 88,000-square-foot building, which will be constructed next to the existing headquarters. The company is investing more than $20 million into the expansion, which is expected to be completed by mid-2022.

In October 2020, a global online retailer of area rugs and home décor to national and international customer announced plans to expand its operations in the County. Unique Loom's expansion will increase the company's distribution capabilities by nearly doubling the size of its building with the construction of over 234,000 square feet of warehouse space and an additional 10,000 square feet of office space. The $18.4 million expansion is expected to be completed by May 2021.

In October 2020, SynTech Design, announced plans to establish operations in the County. Established in 2020, the company provides 3D Building Information Modeling and design services to clients across the United States. The $450,000 investment is expected to create 20 new jobs.

ClickFold Plastics, a custom plastics manufacturer, announced its plans to establish operations in the County in September 2020. The new $1.5 million facility is projected to create 21 new jobs and be online by the fourth quarter of 2021.

In June 2020, a leading food product innovation and manufacturing company announced plans to expand its operations in the County. The 75,000-square-foot expansion over two facilities will enable the company to significantly grow production and distribution capabilities for major fast food restaurants, food manufacturers and its private label packaging. The over $9.4 million investment by McClancy Seasoning, is projected to create 108 new jobs, more than doubling the company's employment. The expansion is expected to be completed by September 2021.

In February 2020, REMBE Inc. announced plans to locate its United States operations in the County. REMBE Inc. specializes in explosion protection and pressure relief for a wide variety of industries. The more than $3.4 million investment is projected to create 22 new jobs.

In February 2020, Scientex Packaging Film, one of the world's largest producers of stretch film, announced plans to establish operations in the County with a $43 million investment that is projected to create 69 new jobs. The new Scientex Packaging Film facility will be equipped with state-of-the-art machinery, incorporating the latest technology in cast stretch film as well as best in class utilities to support the production.

In August 2019, Ardornus Cabinetry, LLC, a leading manufacturer and distributor of kitchen cabinets and bathroom vanities, announced plans to establish a 349,000-square-foot manufacturing location and corporate headquarters in the County. The more than $10 million investment is expected to create 210 new jobs.

In October 2018, Nutramax Laboratories, a leading manufacturer and marketer of nutritional supplement products for people and their pets, announced its plans to expand its existing buildings to accommodate additional corporate needs and increase its manufacturing capacity. The company's expansion constitutes an investment of $20 million creating 225 jobs. This expansion is in addition to the company's January 2016 announcement of an investment of $15 million creating 124 new jobs.

A $2.8 million investment projected to create 139 new positions was announced by Synergy Steel in August 2018. Synergy Steel provides solutions to the housing and construction industry through the collaboration of light gauge steel manufacturing and innovative framing and panelization techniques. The company's new, 32,000-square-foot facility will manufacture steel studs, engineered floor and roof trusses and wall panels for the construction industry. The process will involve a series of roller machines that will produce the final product, which will then be panelized before leaving the facility.

In December 2017, Fab Fours Inc., one of the largest aftermarket bumper manufacturers in the world, announced its plans to expand its operations in the County. The $5.7 million capital investment is projected to create 88 new jobs. The company's expansion will involve a large-scale capacity expansion of new equipment and continuing product development. Hiring was already underway at the time of the company's announcement.

The Blythe Company announced in October 2017 that it was expanding its headquarters and other operations into the County, bringing $4 million of capital investment and leading to the creation of 21 new jobs. With more than 40 years of experience, The Blythe Company is a distributor and servicer of parts to a variety of industries, including the natural gas, oil and chemical markets. The Company's new 20,000-square-foot facility will include headquarters, sales and distribution operations, as well as a research and development service center.

In August 2017, a United Kingdom-based world leader in developing, manufacturing and marketing advanced technology products for the construction industry announced the launching of its first U.S. manufacturing operations in the County. Don Construction Products' investment of $6.2 in capital investments is expected to create 21 new jobs.

In December 2016, CompuCom Systems, Inc., a leading technology infrastructure services company, announced its plans to locate its new global headquarters operations in the County. The new development is projected to bring $41 million in new capital investment and lead to the creation of 1,500 new jobs over five to seven years, making it the largest single job announcement in County history. The 150,000-square-foot building will host corporate offices and a global contact center.

Central Wire, Inc. announced in November 2016, its plans to expand its operations in the County through a $2 million capital investment expected to create 18 new jobs. The stainless and specialty alloy wire manufacturer will be adding two state-of-the-art welding wire manufacturing lines to allow for stainless, nickel and copper alloy welding wire in multiple packaging configurations.

In April 2016, MAKROchem, a leading carbon black supplier for the rubber and tire industries, announced its plans to establish its first U.S. operations with a new facility in the County. The company's $7.5 million investment is expected to create 20 new jobs.

Capital Investment

The following table sets forth the total announced capital investment for new and expanded industry within the County for the last five years for which information is available. [update requested]

Year	New Investment	New Employment
2016	$60,803,952	1,716
2017	52,823,000	1,075
2018	88,800,000	1,479
2019	10,000,000	210
2020	105,850,000	256

Note: This table includes only those projects in which the South Carolina Department of Commerce was instrumental in bringing the project to the County.
Source: South Carolina Department of Commerce

Labor Force

The composition of the nonagricultural labor force in the County, based on place-of-work basis, for the last five years for which information is available is as follows:

	2015	2016	2017	2018	2019
Manufacturing	3,219	3,343	3,307	3,443	3,456
Construction	1,391	1,438	1,437	(D)	1,581
Mining	33	(D)	(D)	(D)	(D)
Forestry & Fishing	101	(D)	(D)	(D)	(D)
Transportation & Public Utilities	(D)	(D)	(D)	(D)	(D)
Wholesale & Retail Trade	4,378	4,333	4,534	4,666	5,111
Information	500	511	545	489	506
Finance, Insurance & Real Estate	2,341	3,160	3,387	3,563	2,943
Services	15,105	16,203	16,251	16,810	17,584
Government	4,058	4,105	4,193	4,283	4,895
TOTAL	31,644	33,984	34,705	35,853	37,288

(D) Not shown to avoid disclosure of confidential information.
Note: Totals may not add due to rounding and to avoid disclosure of confidential information.
Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The labor force participation rates of residents of the County (regardless of place of employment) for the five calendar years shown are as follows:

	2016	2017	2018	2019	2020
Civilian Labor Force[1]	38,406	39,423	40,295	41,340	41,455
Employment	36,354	37,583	38,754	39,956	38,478
Unemployment	2,052	1,840	1,541	1,384	2,978

Source: U.S. Department of Labor, Bureau of Labor Statistics.

[1] Workers involved in labor disputes are included among the employed. Total employment also includes agricultural workers, proprietors, self-employed persons, workers in private households and unpaid family workers.

Retail Sales

The following table shows gross retail sales for businesses located in the County for the last five years for which information is available:

Year	Gross Retail Sales
2016	$1,453,093,490
2017	1,566,209,828
2018	1,691,044,261
2019	1,876,379,382
2020	1,891,111,005

Source: South Carolina Department of Revenue

Principal Employers

The following table shows the top employers located within the County, type of business, and approximate number of employees:

Name	Type of Business	Approximate Number of Employees
Red Ventures	Marketing	1,925
Lancaster County School District	Education	1,800
Movement Mortgage	Banking	725
Lancaster Medical Center	Healthcare	642
Continental Tire	Manufacturing – Corporate Office	609
Lancaster County[1]	Government	535
Nutramax Laboratories	Manufacturing	483
Cardinal Health	Healthcare	440
KEER America	Manufacturing	401
Oceana Gold	Mining	396

[1] Includes poll workers and other part-time employees of the County that are on County payroll but are not full-time employees.
Source: County's Comprehensive Annual Financial Report for the fiscal year ended June 30, 2020

Construction Activity

The following table shows the number of building permits issued by Lancaster County for new, privately-owned, single-family residential units and new commercial properties along with the approximate cost of new construction represented by those permits in each of the last five years.

Year	Residential Permits	Construction Cost	Commercial Permits	Construction Cost	Total Permits	Total Construction Cost
2016	924	$276,979,728	175	$247,043,441	1,099	$437,887,541
2017	963	308,586,795	156	114,675,151	1,119	423,261,946
2018	999	330,795,021	228	198,148,354	1,227	528,943,375
2019	1,407	475,508,971	146	173,796,649	1,553	649,305,620
2020	1,420	507,373,426	155	196,151,155	1,575	703,524,581

Source: Lancaster County Building Department

Per Capita Personal Income

The per capita income in the County for each of the last five years for which information is available is shown below, along with figures for the State and the United States.

Year	County	State	United States
2015	$41,187	$39,446	$49,019
2016	43,811	40,569	50,015
2017	47,772	42,227	52,118
2018	51,102	43,912	54,606
2019	52,396	45,438	56,490

Source: U.S. Department of Commerce, Bureau of Economic Analysis

Median Family Income

The following table shows the estimated median family income for the County, for each of the past five years for which information is available. Figures for the State and the United States are included for comparison purposes.

Year	County	State	United States
2016	$50,000	$56,100	$65,700
2017	57,700	58,300	68,000
2018	56,800	62,500	71,900
2019	74,700	65,400	75,500
2020	79,000	66,300	78,500

Note: For 2018, 2019 and 2020, information is only available for the Lancaster County, SC HUD Metro FMR Area, which includes the County.
Source: U.S. Department of Urban Development, Economic and Market Analysis Divisions

Unemployment Rates

The average unemployment rate in the County, State, and United States for each of the last five years for which information is available is shown below.

Year	County	State	United States
2016	5.3%	5.0%	4.9%
2017	4.7	4.3	4.4
2018	3.8	3.5	3.9
2019	3.4	2.9	3.7
2020	7.2	6.3	8.1

Source: U.S. Department of Labor, Bureau of Labor Statistics

The average unemployment rate in the County for each of the last 12 months for which data is available is shown below.

Date	Rate
January 2020	3.5%
February 2020	3.6
March 2020	3.6
April 2020	12.8
May 2020	13.3
June 2020	10.6
July 2020	10.5
August 2020	7.9
September 2020	5.7
October 2020	4.7
November 2020	4.6
December 2020	5.1(P)

(P) Preliminary
Source: South Carolina Department of Employment & Workforce

Population Growth

The following table illustrates the population growth of the County. Population statistics for the State and the United States are included for comparison purposes.

	Lancaster County		South Carolina		United States	
	Population	% change	Population	% change	Population	% change
1970	43,328	-	2,590,516	-	203,302,031	-
1980	53,361	23%	3,121,820	21%	226,545,805	11%
1990	54,516	2	3,486,703	12	248,709,873	10
2000	61,351	13	4,012,012	15	281,421,960	13
2010	76,652	25	4,625,364	15	308,745,538	10
2019[1]	98,012	28	5,148,714	11	328,239,523	6

[1] Estimated
Source: U.S. Department of Commerce, Bureau of the Census

The 2000 Census population, the 2010 Census population and the 2019 estimated populations of the incorporated municipalities located in the County are set forth in the table below:

Municipality	2000 Census	2010 Census	2019 Estimate
Town of Heath Springs	864	790	1,019
Town of Kershaw	1,645	1,803	2,321
City of Lancaster	8,177	8,526	9,119
Town of Van Wyck	N/A	N/A	1,080

Source: U.S. Department of Commerce, Bureau of the Census and South Carolina Statistical Abstract

Transportation Facilities

The County is served by interstate highways I-20, I-77, I-85, I-277 and I-485, U.S. Highways 521 and 601, and several State highways. The L&C Railway is a privately owned short-line railroad based in Lancaster, offering customized rail freight service and connecting to the national rail network through CSX and Norfolk Southern. The nearest commercial airport is Charlotte-Douglas International Airport.

Healthcare Services

Lancaster Medical Center (formerly Springs Memorial Hospital) offers 225 beds and 120 physicians and care team members. Lancaster Medical Center offers acute care, diagnostic services, women's health, orthopedic services, cardiac services, general and laparoscopic surgery, rehabilitation, emergency treatment and wound care. Lancaster Medical Center is an Accredited Chest Pain Center as designated by The American College of Cardiology, as well as a Primary Stroke Center as designated by The Joint Commission. [In addition, two healthcare systems in Charlotte have significant facilities in Mecklenburg and Union Counties which are utilized by residents of the County.]

Higher Education

The University of South Carolina Lancaster ("USC Lancaster"), a two-year regional campuses of the University of South Carolina (the "University"), offers University programs to a service area of six counties, including the County. The Fall 2019 headcount enrollment was 1,640.

York Technical College is a public, two-year, associate degree granting institution that serves an area of three counties, including the County. York Technical College offers academic programs and continuing education. The Fall 2019 headcount enrollment was 4,529.

Recreation

Lancaster County Parks and Recreation ("LCPR") operates lighted sports playing fields, walking tracks, tennis courts, playgrounds and picnic shelters, and a swimming pool used for swim team competitions. LCPR conducts team sports, after-school programs, summer camp, and sports camps.

The 360-acre Andrew Jackson State Park features a 25-site family campground, a seven-acre fishing lake with rental boats, picnic shelters, nature trails, a playground, and a 7,500-square-foot outdoor amphitheater.

Financial Institutions

According to the Federal Deposit Insurance Corporation, as of June 30, 2020, there were 10 branches of commercial banks in the County, with deposits at all institutions totaling approximately $678 million. The continuing reorganization of the banking system in the United States, with its attendant mergers and consolidations, is likely to affect the total number of branch offices in the County.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1740
Contact Person / Sponsor: Kimberly Belk / Interim Deputy County Administrator and Budget Director
Department: Finance
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Amendment of the fiscal year 2020-2021 budget.

Points to Consider:
All of the items in this amendment have been previously discussed and/or voted on by Council with the exception of the capital project sales tax amendment related to the roads budget. There was money budgeted last fiscal year for roads that should have been carried forward that was not spent so this will fix that omission.

This ordinance will allow staff to formally change the budget on the other previously approved items.

Funding and Liability Factors:
This will amend the current fiscal year budget to include all items listed in the ordinance.

Council Options:
Approve or deny.

Recommendation:
Approve as action has been taken with most of these items based off prior Council discussion and approval.

ATTACHMENTS:

Description	Upload Date	Type
Fiscal Year 2021 Amendment Ordinance	5/5/2021	Ordinance

STATE OF SOUTH CAROLINA)
) **ORDINANCE NO. 2021-1740**
COUNTY OF LANCASTER)

~~Indicates Matter Stricken~~
Indicates New Matter

AN ORDINANCE

TO AMEND ORDINANCE NO. 2020-1665, RELATING TO THE APPROPRIATION OF FUNDS AND THE APPROVAL OF A DETAILED BUDGET FOR LANCASTER COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 (FY 2020-2021), TO FURTHER PROVIDE FOR REVENUES AND EXPENDITURES DURING THE FISCAL YEAR; AND TO PROVIDE FOR MATTERS RELATED THERETO.

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

Section 1. Appropriations; Detailed Budget.

(a) Section 2 and Section 4. of Ordinance No. 2020-1665 are amended to read:

/A. Subject to the terms and conditions of this ordinance, the sums of money set forth below, if so much is necessary, are appropriated from the General Fund of the County and other applicable funds as specified, to meet the ordinary expenses, including debt service, of county government for the fiscal year beginning July 1, 2020 and ending June 30, 2021 (FY 2020-2021):

APPROPRIATIONS	AMOUNT
Airport Fund	244,163
Capital Improvement Fund	2,633,762
Capital Project Sales Tax 2	~~16,387,617~~ 23,242,220
County Debt	8,202,950
County Transportation Committee Fund	1,400,000
Court Mandated Security	1,579,140
E-911 Fund	873,590
General Fund	~~66,310,310~~ 67,215,110
Hospitality Tax Fund	1,280,000
Indian Land Fire Protection District Fund	991,000
Local Accommodations Tax Fund	~~100,000~~ 140,000
Pleasant Valley Fire Protection District Fund	840,235
Victims Services Fund	65,000
State Accommodations Tax Fund	379,250
Stormwater Fund	2,248,280

(b) The County Administrator is authorized to adjust the detailed operating budget for the County, as contained in the Annual Financial Plan, as previously approved by Council in Section 2A) and Section 4 of Ordinance No. 2020-1665, for the following items:

General Fund		Revenue	Expense
	Supplemental Revenue-Insurance Proceeds	$250,000	
	Replacement Fire Engine		$250,000
	Supplemental Revenue-Fund Balance	$654,800	
	Body Scanner at Detention Center		$59,375
	Replacement Fire Engine		$367,425
	Barnett Building Renovations		$35,000
	I.T. Upgrades and Improvements		$193,000
Local Accommodations Tax	Supplemental Revenue-Fund Balance	$40,000	
	Barr Street Renovations		$40,000
Capital Project Sales Tax 2	Supplemental Revenue-Fund Balance	$6,854,603	
	Library Improvements		$292,603
	Road Improvements		$6,562,000

Section 4. 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 5. Conflicting Provisions.

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

Section 6. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED, this 14th day of June, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	May 10, 2021	
Second Reading:	May 24, 2021	Tentative
Public Hearing:	June 14, 2021	Tentative
Third Reading:	June 14, 2021	Tentative

Approved as to form:

_____
County Attorney

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Agenda Item Summary

Ordinance # / Resolution #: Resolution 1150-R2021
Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to accept a deed for Springdale Park from the City of Lancaster.

Points to Consider:
On January 14, 1991, the City of Lancaster (the "City") acquired a 70-acre tract of land located at 260 South Plantation Road, Lancaster, South Carolina (tax map parcel 0082C-0A-017.00).

The property location is shown on the "Location Map" included in the agenda materials.

Lancaster County (the "County") has been maintaining and managing the abovementioned property for over twenty-five years as part of the Joint Recreation Commission created by County Ordinance O07-14

To be eligible for grant funding and matching funds to improve the Park, County must own the property.

This property was originally acquired with State financial assistance provided by the Land Trust Fund, this property may not be converted to other uses than public outdoor recreation.

The City of Lancaster shall have reversionary rights embodied in the deed that in the event Lancaster County wishes to dispose of this property ownership reverts to the City.

The proposed Phase II route and easement of the Lindsay Pettus Greenway that traverse this property shall remain and may not be unilaterally altered by County. The location of the proposed Phase II route and easement for the Lindsay Pettus Greenway is shown on the "Greenway location map" included in the the agenda materials.

County shall consult with the City on all future developments, additions, and changes to this property.

County shall be solely responsible for all deed preparation, surveying, and closing costs associated with the transfer of the abovementioned properties.

Any and all existing utility easements shall remain intact.
Lancaster County has operated, but not owned, the park for the last 30 years.

Funding and Liability Factors:
Not applicable other than as stated above.

Lancaster County has operated, but not owned, the park for the last 30 years.

A title search has been order to assure that Lancaster County is not taking title to the property subject to title defects.

Council Options:
Approve or deny acceptance of a deed transferring ownership of Springdale Park to Lancaster County.

Recommendation:
Not applicable.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1150-R2021	5/4/2021	Resolution
Location Map	5/5/2021	Backup Material
Greenway location map	5/5/2021	Backup Material

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1150-R2021**
COUNTY OF LANCASTER)

A RESOLUTION APPROVING THE TRANSFER OF THE PROPERTY KNOWN AS SPRINGDALE PARK OWNED BY THE CITY OF LANCASTER, SOUTH CAROLINA TO THE COUNTY OF LANCASTER, SOUTH CAROLINA

WHEREAS, on January 14, 1991, the City of Lancaster (the "City") acquired a 70-acre tract of land located at 260 South Plantation Road, Lancaster, South Carolina (tax map parcel 0082C-0A-017.00);

WHEREAS, the abovementioned property is a park known as Springdale Park (the "Park") and consists of softball fields, soccer pitches, and a community garden;

WHEREAS, Lancaster County (the "County") has been maintaining and managing the abovementioned property for over twenty-five years as part of the Joint Recreation Commission created by County Ordinance O07-14;

WHEREAS, to be eligible for grant funding and matching funds to improve the Park, County must own the property;

WHEREAS, City has agreed to transfer to County the property pursuant to City Ordinance O21-05; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws grants counties the authority to acquire real property.

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

Section 1. That the property described below be transferred to Lancaster County, South Carolina.

> All that certain piece, parcel or tract of land lying, being and situate in Cane Creek Township, Lancaster County, South Carolina, containing 70 acres, more or less, and being more particularly described as flows: Beginning at a point approximately 200 feet from the intersection of West Meeting Street and Springdale Road; thence running in a southerly direction along Springdale Road to the intersection of South Plantation Road (Shire Road); thence running in a westerly direction along South Plantation Road to a point on South Plantation Road which separates the above-describe property from other property of R.E. Wylie Estate; thence north 5 degrees 48 minutes 30 seconds west for a distance of 492.58 feet to a point as shown on Plat No. 11304; thence north 66 degrees 58 minutes 30 seconds east for a distance of 703.54 feet to a point as shown on Plat No. 11304; thence north 22 degrees 58 minutes 30 seconds west for a distance 507 feet to a point on Bear Creek as shown on Plat No. 11304; thence south 67 degrees 01 minutes 30 seconds west for a distance of 111 feet to a point as shown on Plat No. 11304; thence north 2 degrees 56 minutes 12 seconds west for a distance of 60.9 feet to a point on Bear Creek as shown on Plat No. 11304; thence running in a northerly direction along Bear Creek to a point on the boundary line of property of Hutchins; thence running in a easterly direction along the boundary lines of Hutchins, Lineberger and Cody to the point of beginning on Springdale Road. Being bounded on the north

by property of Hutchin, Lineberger and Cody; on the east by Springdale Road; south by Plantation Road; on the west by properties of R.E. Wylie Estate, Richard E. Richards and Westgate Shopping Center.

Section 2. As this property has been acquired with State financial assistance provided by the Land Trust Fund, this property may not be converted to other uses than public outdoor recreation.

Section 3. The City of Lancaster shall have reversionary rights embodied in the deed that in the event Lancaster County wishes to dispose of this property ownership reverts to the City.

Section 4. The proposed Phase II route and easement of the Lindsay Pettus Greenway that traverse this property shall remain and may not be unilaterally altered by County.

Section 5. County shall consult with the City on all future developments, additions, and changes to this property.

Section 6. County shall be solely responsible for all deed preparation, surveying, and closing costs associated with the transfer of the abovementioned properties.

Section 7. Any and all existing utility easements shall remain intact.

Section 8. The County Administrator is herewith authorized to execute such documents as reasonable to implement the purpose of this Ordinance.

IN **WITNESS THEREOF**, I have hereunto set my hands on this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

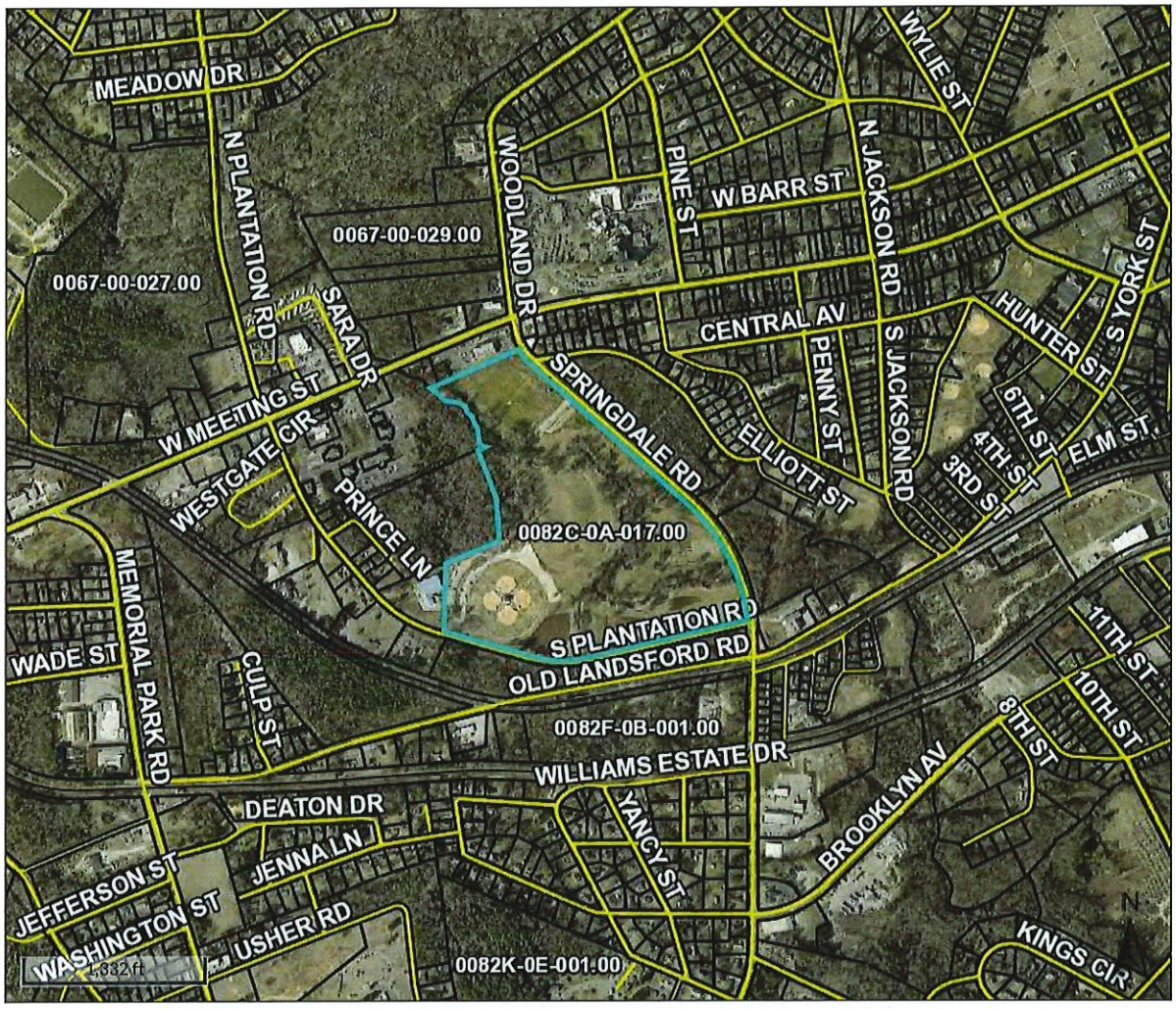
ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John DuBose, County Attorney

qPublic.net™ Lancaster County, SC



Overview



Legend

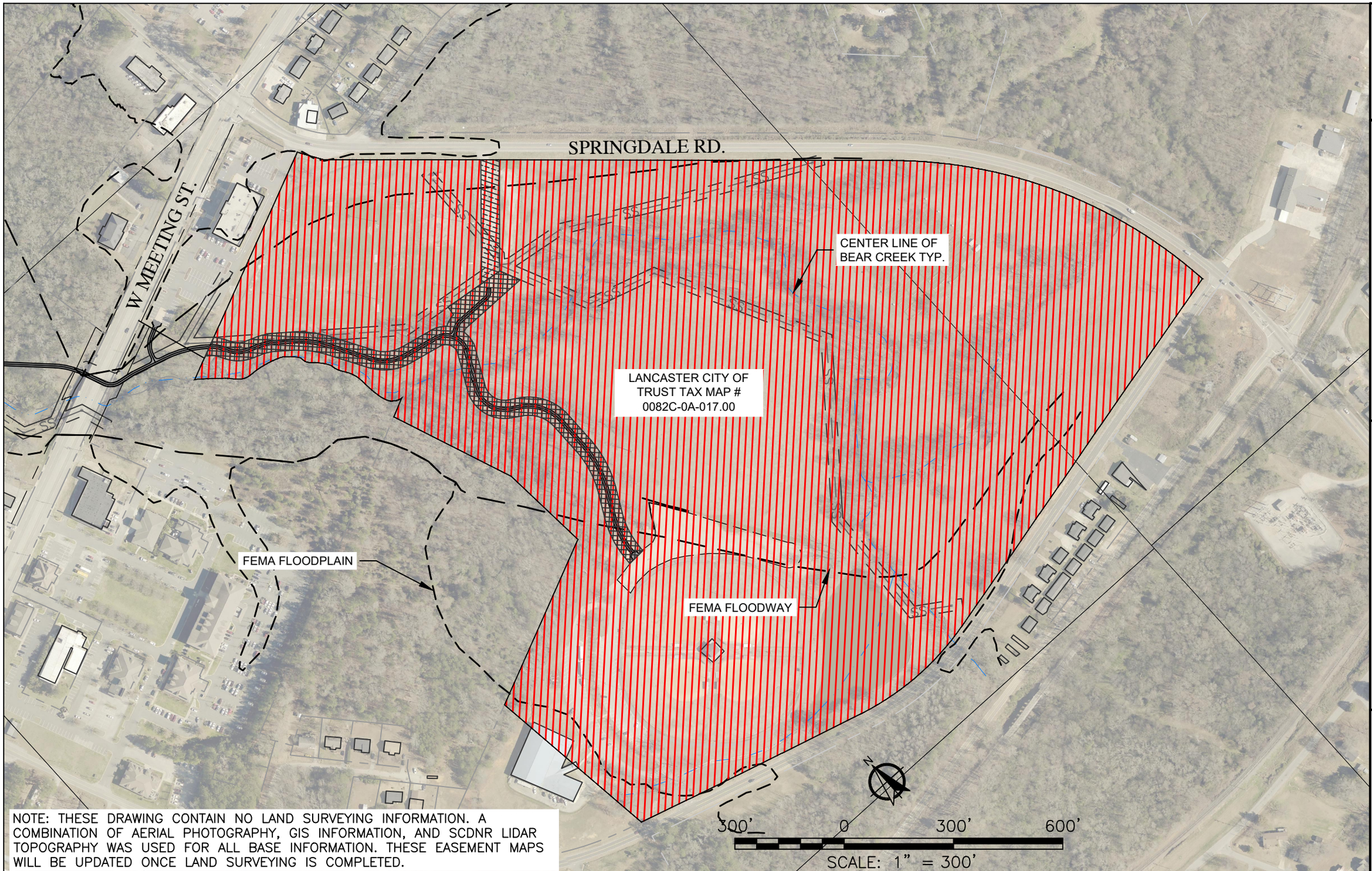
- Parcels
- Roads
- Railroad

Parcel ID	0082C-0A-017.00		**Owner**	LANCASTER CITY OF	**Last 2 Sales**			
Class Code	Exempt			LANCASTER, SC 29720	**Date**	**Price**	**Reason**	**Qual**
Taxing District	City of Lancaster		**Physical Address**	260 PLANTATION RD (PARK)	1/11/1991	$55500	n/a	U
	Lancaster		**Assessed Value**		n/a	0	n/a	n/a
Land Size	71.28	ACRES						

(Note: Not to be used on legal documents)

Date created: 5/5/2021
Last Data Uploaded: 5/5/2021 8:39:47 AM

Developed by Schneider GEOSPATIAL



NOTE: THESE DRAWING CONTAIN NO LAND SURVEYING INFORMATION. A COMBINATION OF AERIAL PHOTOGRAPHY, GIS INFORMATION, AND SCDNR LIDAR TOPOGRAPHY WAS USED FOR ALL BASE INFORMATION. THESE EASEMENT MAPS WILL BE UPDATED ONCE LAND SURVEYING IS COMPLETED.

EXHIBIT NO. E.2.90

Lindsay Pettus Greenway Phase II

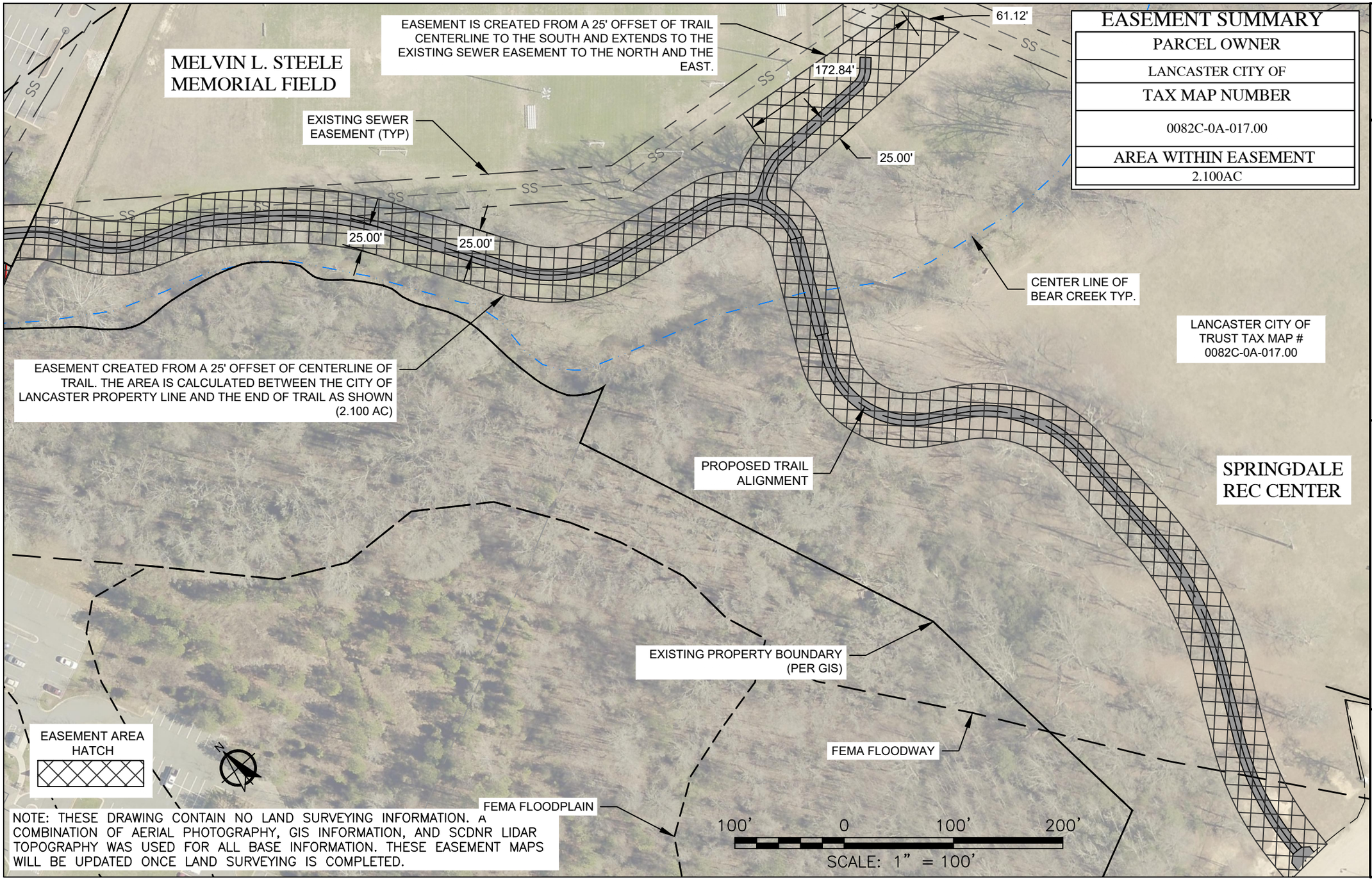
Lancaster, SC

EASEMENT MAP ENLARGEMENT EXHIBIT

JOB NUMBER: 196770

Keck+Wood
COLLABORATION BY DESIGN
300 TECHNOLOGY CENTER WAY, SUITE 400
ROCK HILL, SC 29730
(803) 620-1300
keckwood.com

SCALE:	AS SHOWN
CHECKED BY:	CEB
DRAWN BY:	SDG
DATE:	06/24/2020



EASEMENT SUMMARY
PARCEL OWNER
LANCASTER CITY OF
TAX MAP NUMBER
0082C-0A-017.00
AREA WITHIN EASEMENT
2.100AC

NOTE: THESE DRAWING CONTAIN NO LAND SURVEYING INFORMATION. A COMBINATION OF AERIAL PHOTOGRAPHY, GIS INFORMATION, AND SCDNR LIDAR TOPOGRAPHY WAS USED FOR ALL BASE INFORMATION. THESE EASEMENT MAPS WILL BE UPDATED ONCE LAND SURVEYING IS COMPLETED.

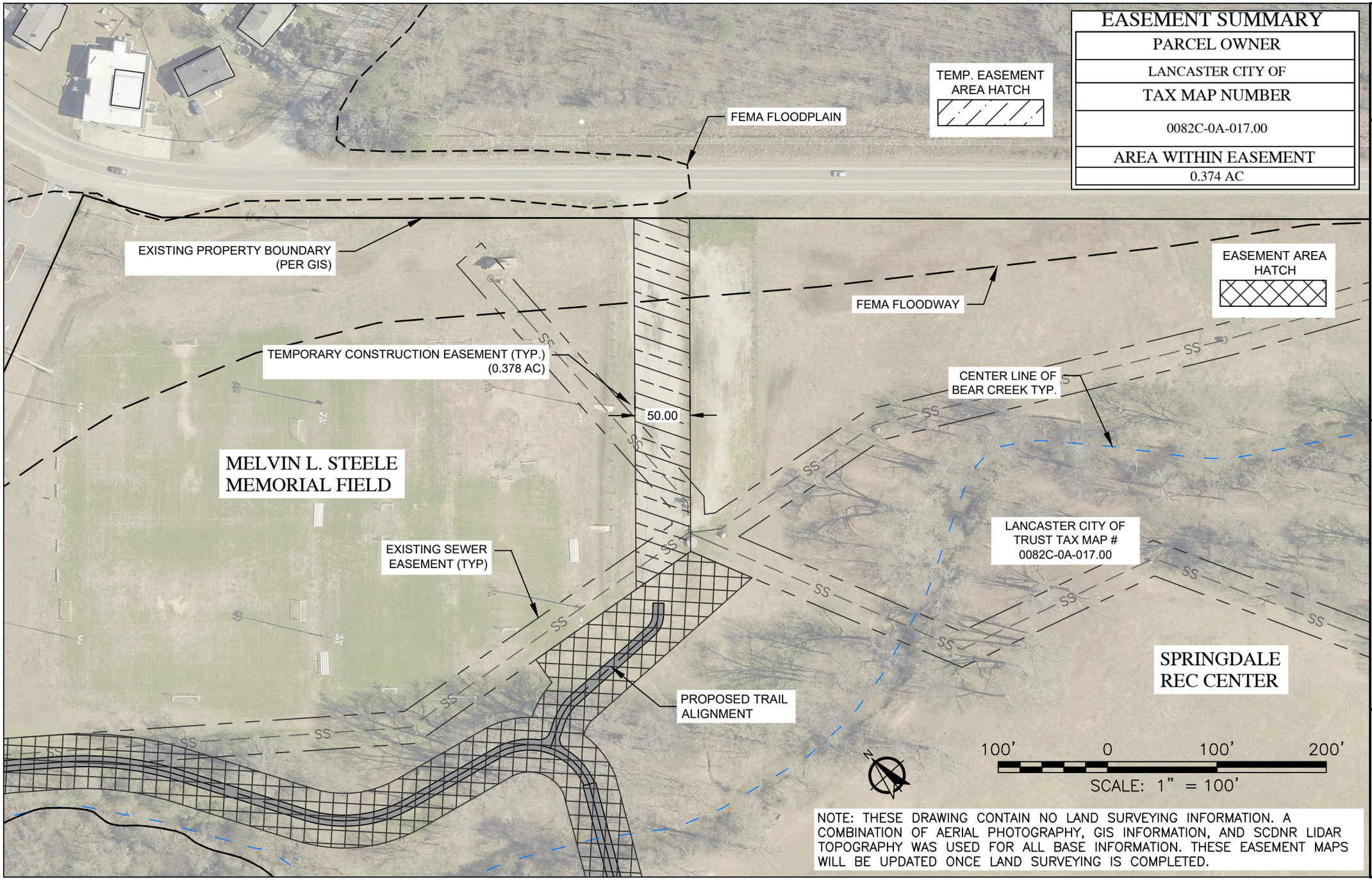
EXHIBIT NO. E.2.91

Lindsay Pettus Greenway Phase II
Lancaster, SC
EASEMENT MAP ENLARGEMENT EXHIBIT

JOB NUMBER: 196770

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ROCK HILL, SC 29730
(803) 620-1300
keckwood.com

SCALE:	AS SHOWN
CHECKED BY:	CEB
DRAWN BY:	SDG
DATE:	06/24/2020



EASEMENT SUMMARY
PARCEL OWNER
LANCASTER CITY OF
TAX MAP NUMBER
0082C-0A-017.00
AREA WITHIN EASEMENT
0.374 AC

NOTE: THESE DRAWING CONTAIN NO LAND SURVEYING INFORMATION. A COMBINATION OF AERIAL PHOTOGRAPHY, GIS INFORMATION, AND SCDNR LIDAR TOPOGRAPHY WAS USED FOR ALL BASE INFORMATION. THESE EASEMENT MAPS WILL BE UPDATED ONCE LAND SURVEYING IS COMPLETED.

EXHIBIT NO. E.2.92

Lindsay Pettus Greenway Phase II
Lancaster, SC
EASEMENT MAP ENLARGEMENT EXHIBIT

JOB NUMBER: 196770

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300 TECHNOLOGY CENTER WAY, SUITE 400
ROCK HILL, SC 29730
(803) 620-1300
keckwood.com

SCALE:	AS SHOWN
CHECKED BY:	CEB
DRAWN BY:	SDG
DATE:	06/24/2020

Agenda Item Summary

Ordinance # / Resolution #: Resolution 1151-R2021
Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to accept title to a park property owned by the City of Lancaster.

Points to Consider:
On March 31, 1976, the City of Lancaster (the "City") acquired a 1.594-acre tract of land located at 1158 Suttle Road, Lancaster, South Carolina (tax map parcel 0109B-0F-001.00)

As a further point of reference the location of the property is shown on the "Location Map" included in the agenda materials.

The abovementioned property is a park known as Woodland Hills Tennis (the "Park") and consists of two lighted tennis courts

Lancaster County (the "County") has been maintaining and managing the abovementioned property for over twenty-five years as part of the Joint Recreation Commission created by County Ordinance O07-14.

To be eligible for grant funding and matching funds to improve the Park, County must own the property.

City has agreed to transfer to County the property pursuant to City Ordinance O21-03.

As this property has been acquired with State financial assistance provided by the Land Trust Fund, this property may not be converted to other uses than public outdoor recreation.

The City of Lancaster shall have a repurchase option and a right of first refusal embodied in the deed that in the event Lancaster County wishes to dispose of this property, City may elect to repurchase Park for the terms set forth in the deed;

County shall be solely responsible for all deed preparation, surveying, and closing costs associated with the transfer of the abovementioned properties.

Any and all existing utility easements shall remain intact.

Funding and Liability Factors:
Not applicable other than as set forth above.

As set forth above, Lancaster County has operated the park for years and the transfer of title will allow for grant funding of necessary and desired improvements to the park.

A title search has been ordered to assure that Lancaster County is not accepting the property with title defects present.

Council Options:
To approve or deny acceptance of the deed conveying title to the park.

Recommendation:
Not applicable.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1151-R2021	5/4/2021	Resolution
Location Map	5/5/2021	Backup Material

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1151-R2021**
COUNTY OF LANCASTER)

A RESOLUTION APPROVING THE TRANSFER OF THE PROPERTY KNOWN AS WOODLAND HILLS TENNIS OWNED BY THE CITY OF LANCASTER, SOUTH CAROLINA TO THE COUNTY OF LANCASTER, SOUTH CAROLINA

WHEREAS, on March 31, 1976, the City of Lancaster (the "City") acquired a 1.594-acre tract of land located at 1158 Suttle Road, Lancaster, South Carolina (tax map parcel 0109B-0F-001.00);

WHEREAS, the abovementioned property is a park known as Woodland Hills Tennis (the "Park") and consists of two lighted tennis courts;

WHEREAS, Lancaster County (the "County") has been maintaining and managing the abovementioned property for over twenty-five years as part of the Joint Recreation Commission created by County Ordinance O07-14;

WHEREAS, to be eligible for grant funding and matching funds to improve the Park, County must own the property;

WHEREAS, City has agreed to transfer to County the property pursuant to City Ordinance O21-03; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws grants counties the authority to acquire real property.

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

Section 1. That the property described below be transferred to Lancaster County, South Carolina.

> ALL that certain piece, parcel or tract of land, together with any and all improvements thereon, located on South side of Road N0. 71, between Jones Cross-Roads and McIlwain Road, containing 1.594 acres, and being the identical property set out and described on Plat of Survey entitled, "Portion of Woodland Hills" made by Jack Smith, RLS, on December 13, 1975 as found recorded in the Office of the Clerk of Court for Lancaster County, South Carolina, as Plat Number 2554, reference to which said Plat is craved for a more minute description. The above tract represents Lots One (1), Two (2) and a portion of Forty-Four (44) as shown on Plat of Survey made by Paul Clark, RLS and recorded in Plat Book 18, at page 6.
>
> The above-described property is subject to Restrictions as found recorded in the Office of the Clerk of Court/ROD for Lancaster County in Deed Book B-6, at page 1111, and Deed Book X-5, at page 403.
>
> Being the same property conveyed to The City of Lancaster County by Deed of Woodland Hills, Inc., dated March 31, 1976, and recorded in the Office of the Clerk of Court/ROD for Lancaster County in Book C006 at page 1962.

Section 2. As this property has been acquired with State financial assistance provided by the Land Trust Fund, this property may not be converted to other uses than public outdoor recreation.

Section 3. The City of Lancaster shall have a repurchase option and a right of first refusal embodied in the deed that in the event Lancaster County wishes to dispose of this property, City may elect to repurchase Park for the terms set forth in the deed;

Section 4. County shall be solely responsible for all deed preparation, surveying, and closing costs associated with the transfer of the abovementioned properties.

Section 5. Any and all existing utility easements shall remain intact.

Section 6. The County Administrator is herewith authorized to execute such documents as reasonable to implement the purpose of this Ordinance.

IT IS SO RESOLVED by County Council this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

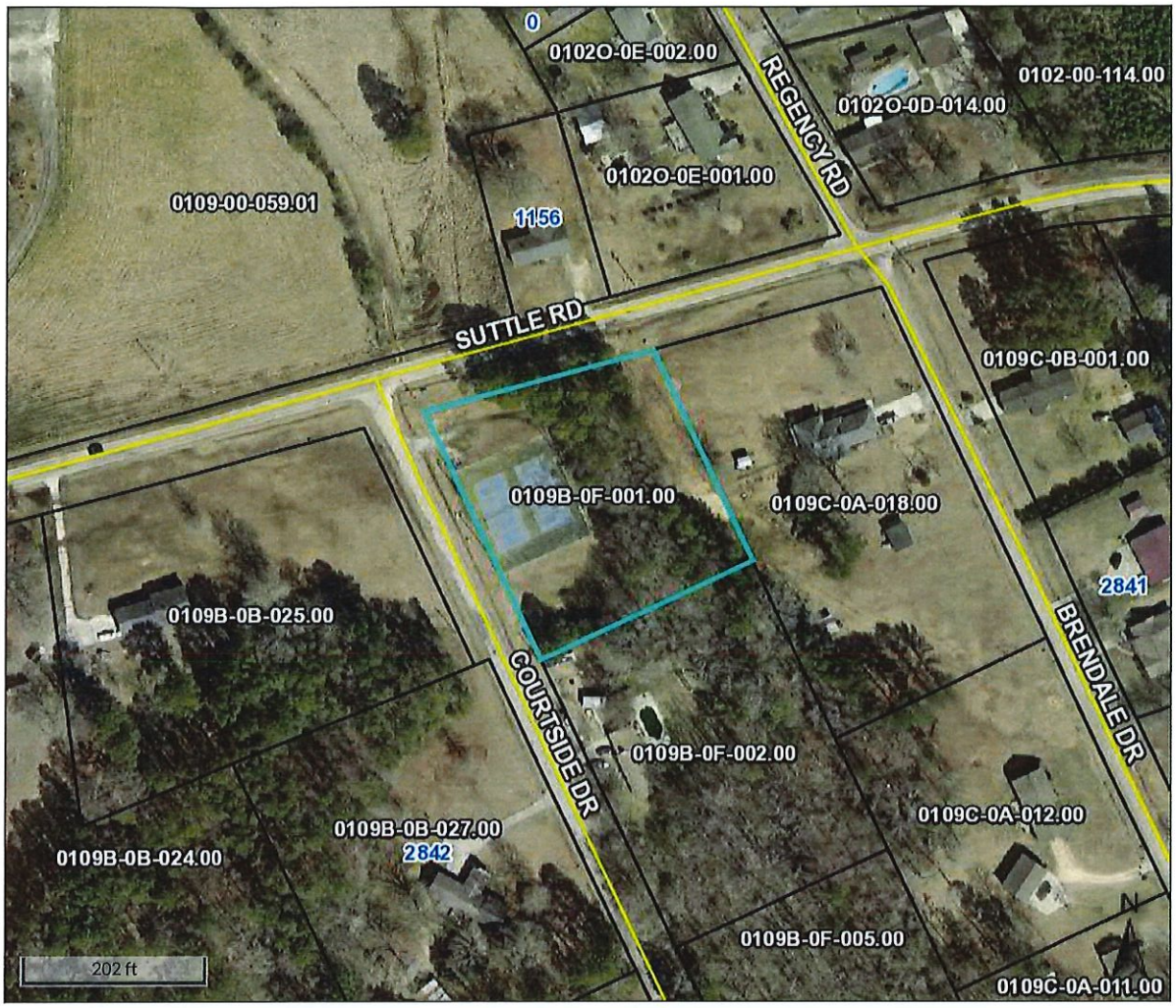
ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John DuBose, County Attorney

qPublic.net™ Lancaster County, SC



Overview



Legend

- Parcels
- Roads
- Railroad

Parcel ID	0109B-0F-001.00		**Owner**	LANCASTER CITY OF	**Last 2 Sales**			
Class Code	Exempt			LANCASTER, SC 29720	**Date**	**Price**	**Reason**	**Qual**
Taxing District	County		**Physical Address**	1158 SUTTLE RD (PARK)	3/31/1976	0	n/a	U
	Lancaster		**Assessed Value**		n/a	0	n/a	n/a
Land Size	1.62	ACRES						

(Note: Not to be used on legal documents)

Date created: 5/5/2021
Last Data Uploaded: 5/5/2021 8:39:47 AM

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Agenda Item Summary

Ordinance # / Resolution #: Resolution 1152-R2021
Contact Person / Sponsor: Steve Willis/Administration and John DuBose/County Attorney
Department: Attorney
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to accept title to park property owned by the City of Lancaster.

Points to Consider:
On November 14, 1975, the City of Lancaster (the "City") acquired a 1.5-acre tract of land located at 2227 Morningside Drive, Lancaster, South Carolina (tax map parcel 0102H-0C-039.00).

As a further point of reference, the property location is shown on the "Location Map" attached to the agenda package.

The abovementioned property is a park known as Country Club Park (the "Park") and consists of half a basketball court and a picnic table.

Lancaster County (the "County") has been maintaining and managing the abovementioned property for over twenty-five years as part of the Joint Recreation Commission created by County Ordinance O07-14.

City has agreed to transfer to County the property pursuant to City Ordinance O21-03.

As this property has been acquired with State financial assistance provided by the Land Trust Fund, this property may not be converted to other uses than public outdoor recreation.

The City of Lancaster shall have a repurchase option and a right of first refusal embodied in the deed that in the event Lancaster County wishes to dispose of this property, City may elect to repurchase Park for the terms set forth in the deed.

County shall be solely responsible for all deed preparation, surveying, and closing costs associated with the transfer of the abovementioned properties.

Any and all existing utility easements shall remain intact.

Funding and Liability Factors:
None other than those factors set forth in "Points To Consider" above.

Council Options:
Approve or deny acceptance of a deed transferring title for the park to Lancaster County.

Recommendation:
Not Applicable.

ATTACHMENTS:

Description	Upload Date	Type
Resolution 1152-R2021	5/5/2021	Resolution

STATE OF SOUTH CAROLINA)
) **RESOLUTION NO. 1152-R2021**
COUNTY OF LANCASTER)

A RESOLUTION APPROVING THE TRANSFER OF THE PROPERTY KNOWN AS COUNTRY CLUB PARK OWNED BY THE CITY OF LANCASTER, SOUTH CAROLINA TO THE COUNTY OF LANCASTER, SOUTH CAROLINA

WHEREAS, on November 14, 1975, the City of Lancaster (the "City") acquired a 1.5-acre tract of land located at 2227 Morningside Drive, Lancaster, South Carolina (tax map parcel 0102H-0C-039.00);

WHEREAS, the abovementioned property is a park known as Country Club Park (the "Park") and consists of half a basketball court and a picnic table;

WHEREAS, Lancaster County (the "County") has been maintaining and managing the abovementioned property for over twenty-five years as part of the Joint Recreation Commission created by County Ordinance O07-14;

WHEREAS, Lancaster County (the "County") has been maintaining and managing the abovementioned property for over twenty-five years as part of the Joint Recreation Commission created by County Ordinance O07-14

WHEREAS, City has agreed to transfer to County the property pursuant to City Ordinance O21-03; and

WHEREAS, Section 4-9-30 of the South Carolina Code of Laws grants counties the authority to acquire real property.

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

Section 1. That the property described below be transferred to Lancaster County, South Carolina.

> All that piece, parcel or tract of land, lying, being and situate in the State and County aforesaid, in Cane Creek Township, and being shown and described as "Park Area" on a plat made by C.E. Williams, Jr., RLS, entitled "Section 1, County Club Heights", recorded in the office of the Clerk of Court/ROD for Lancaster County in Plat Book 17 at page 195, reference to which plat is craved for a more particular description. Also see plat made by F.E. Kerr, Jr., dated April 21, 1973.
>
> Being the same property conveyed to The City of Lancaster County by Deed of Country Club Heights Association, Inc., dated November 14, 1975, and recorded in the Office of the Clerk of Court/ROD for Lancaster County in Book C006 at page 0294.

Section 2. As this property has been acquired with State financial assistance provided by the Land Trust Fund, this property may not be converted to other uses than public outdoor recreation.

Section 3. The City of Lancaster shall have a repurchase option and a right of first refusal embodied in the deed that in the event Lancaster County wishes to dispose of this property, City may elect to repurchase Park for the terms set forth in the deed.

Section 4. County shall be solely responsible for all deed preparation, surveying, and closing costs associated with the transfer of the abovementioned properties.

Section 5. Any and all existing utility easements shall remain intact.

Section 6. The County Administrator is herewith authorized to execute such documents as reasonable to implement the purpose of this Ordinance.

IT IS SO RESOLVED by County Council this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

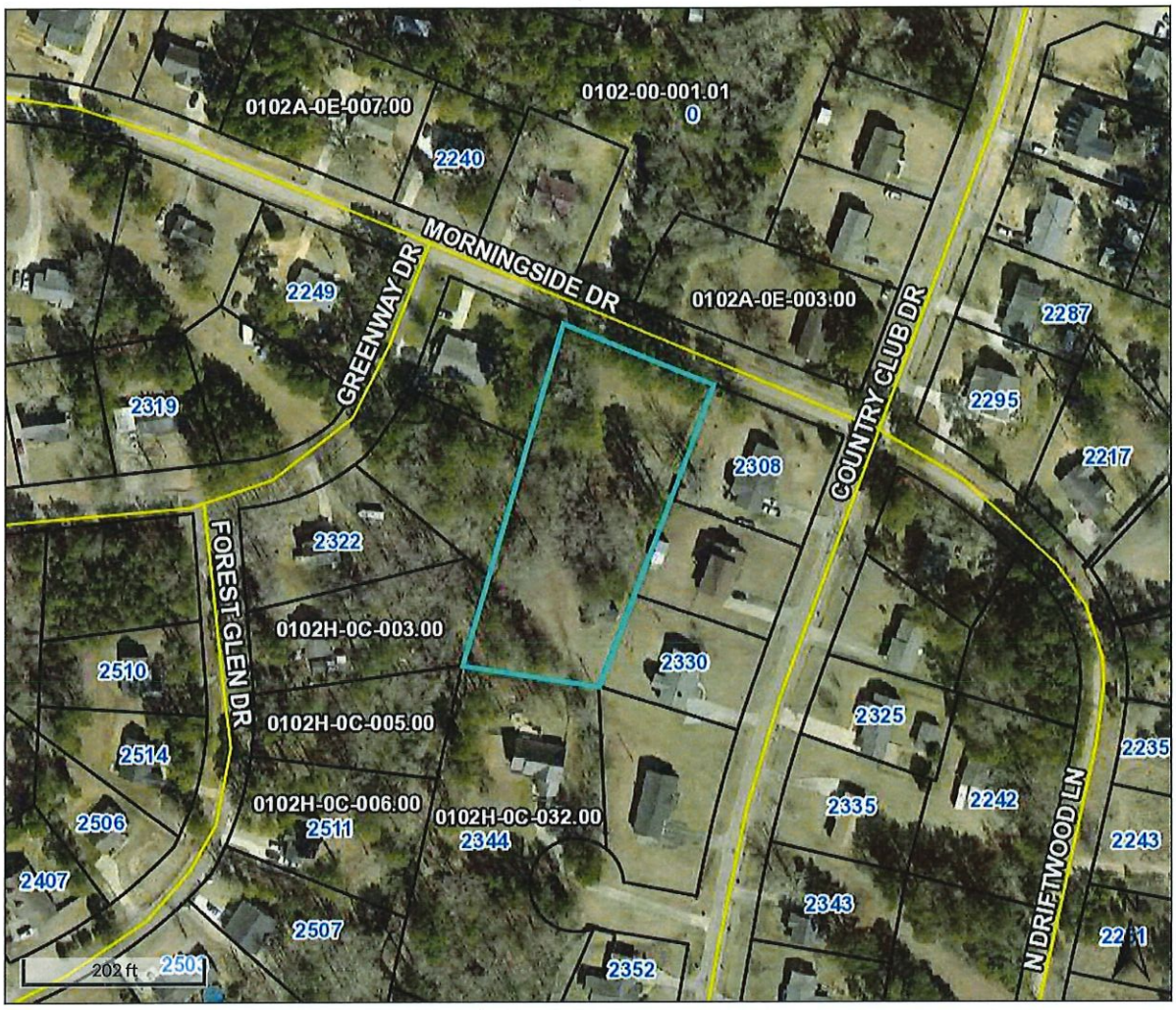
ATTEST:

_____
Sherrie Simpson, Clerk to Council

Approved as to form:

_____
John DuBose, County Attorney

qPublic.net™ Lancaster County, SC



Overview



Legend

- Parcels
- Roads
- Railroad

Parcel ID	0102H-0C-039.00		**Owner**	LANCASTER CITY OF	**Last 2 Sales**			
Class Code	Exempt			LANCASTER, SC 29720	**Date**	**Price**	**Reason**	**Qual**
Taxing District	County		**Physical Address**	2227 MORNINGSIDE DR (PARK)	11/14/1975	0	n/a	U
	Lancaster		**Assessed Value**		n/a	0	n/a	n/a
Land Size	170	FRONT FEET						

(Note: Not to be used on legal documents)

Date created: 5/5/2021
Last Data Uploaded: 5/5/2021 8:39:47 AM

Developed by Schneider GEOSPATIAL

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1719
Contact Person / Sponsor: Jamie Gilbert/Economic Development
Department: Economic Development
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Accutrex Products is a Pennsylvania based metal fabrication and machining operation, that has been in Lancaster since 2006. In October 2020, the company approached the Lancaster County Department of Economic Development regarding a potential expansion of its 2077 Pageland Highway facility. The expansion would require a 15,000 square foot addition to the north side of the building and the placement of new production equipment into the facility. The expansion is expected to result in an investment of of $3,316,000 and 5 new full-time jobs.
The company has requested property tax relief assistance with this new investment in Lancaster, LCDED recently developed new property tax incentive guidelines for existing industry to assist companies with expansions that will strengthen their operation and maintain employment. Using these guidelines, LCDED is proposing for a Accutrex a fee-in-lieu-of-taxes (FILOT) agreement with a special source revenue credit (SSRC) that will offset a portion of the expansion's new property taxes. Under LCDED's existing industry incentive guidelines the expansion qualifies for the following:

- 20-year FILOT that reduces the assessment rate to 6% on the new real and personal property with a fixed millage rate of 338.5 mills and five year investment period.

- A 5-year SSRC at 58% to be applied against the annual FILOT payments.

In order to receive the FILOT annually, Accutrex will need to maintain an investment of $2.5 million and 10 full-time jobs at the facility. The SSRC requires the company to maintain an annual average of 30 full-time jobs at a wage rate of at least $14/hour to receive the credit each year. If the company does not maintain that number they will not receive the credit.

Points to Consider:

- Accutrex has been a strong and desirable employer in Lancaster for over a decade.
- The proposed expansion is one of two phases the company is considering for its Lancaster location.
- The recommended FILOT and SSRC are consistent with existing industry incentive guidelines.

Funding and Liability Factors:
There are no funding or liability factors.

Council Options:
Council can vote to approve, deny, amend or table the ordinance as presented.

Recommendation:
LCDED recommends County Council approve the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1719	4/2/2021	Ordinance
Fee Agreement	4/2/2021	Exhibit
Notice of Public Hearing for Ordinance 2021-1719	4/29/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1719

AN ORDINANCE

TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND.

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

Section 1. Findings.

The Lancaster County Council finds that:

(a) Lancaster County, South Carolina (the "County") acting by and through its County Council (the "Council") is authorized and empowered pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976 (the "Code"), as amended (the "Act"), to enter into fee-in-lieu of tax ("FILOT") agreements with any industry, with said agreements identifying certain properties of such industries as economic development property, through which powers the industrial development of the State of South Carolina (the "State") and the County will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate, remain, and expand in the State and the County and thus utilize and employ the workforce, products, and natural resources and benefit the general public welfare of the State and County by providing services, employment, or other public benefits not otherwise adequately provided locally;

(b) the County is authorized and empowered to establish, in conjunction with one or more other counties, a joint county industrial or business park (each a "Park") pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina, and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code, as amended (the "MCP Act") to further the investment of capital and the creation of jobs in the County, and to facilitate the provision of special source revenue credits;

(c) the County is authorized by Section 4-1-175 of the MCP Act, Section 4-29-68 of the Code, as amended, and Section 12-44-70 of the Act to provide special source revenue credits for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County ("Special Source Improvements");

(d) Accutrex Products, Inc. Precision Parts Division, a corporation organized and existing under the laws of the State (the "Sponsor"), is considering investing, through itself and/or one or more existing or to be formed affiliated entities, in personal property and certain real estate improvements located in the County, which would constitute a project, known by the Sponsor as "Project Tattoo", within the meaning of the Act and which are eligible for inclusion as economic development property, the cost of which is estimated to be approximately $3,316,000 (the "Project") and create a minimum number of new jobs as detailed in the Fee Agreement; and

(e) pursuant to Resolution No. 1142-R2021, adopted April 12, 2021, the Council approved an Inducement Resolution providing for, among other things, the commitment of the County to enter into a fee-in-lieu of tax incentive with the Sponsor and the provision of special source revenue credits.

Section 2. Statutory Findings.

Council makes the following additional findings:

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

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

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

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

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

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

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

Section 3. Approval of Fee Agreement.

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

Section 4. Economic Development Fund.

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

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

Section 5. Authority to Act.

The Council Chair, Council Secretary, Clerk to Council, County Administrator, County Attorney and all other appropriate officials of the County are authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 6. 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 7. Controlling Provisions.

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

Section 8. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: April 12, 2021
Second Reading: April 26, 2021
Public Hearing: May 10, 2021
Third Reading: May 10, 2021

Approved as to form:

_____
John K. DuBose III, County Attorney

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Exhibit A to Ordinance No. 2021–1719

Fee Agreement

See attached.

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FEE AGREEMENT

by and between

LANCASTER COUNTY, SOUTH CAROLINA,

and

ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION

Dated as of May 10, 2021

FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of May 10, 2021, by and between LANCASTER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION, a corporation organized and existing under the laws of the State of South Carolina ("Sponsor" and "Company" and, together with any subsequently joined Sponsor Affiliate(s), the "Companies").

WITNESSETH:

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

WHEREAS, the Company proposes to renovate and expand the Company's existing manufacturing facility in the County (the "Project"); and

WHEREAS, the Company anticipates that the Project will result in the creation of at least five (5) new, full-time jobs and an investment of at least $3,316,000 in the County; and

WHEREAS, the County Council approved on April 12, 2021, Resolution No. 1142-R2021 (the "Inducement Resolution") to identify, reflect and induce the Project under the Act and to state the commitment of the County to, among other things, enter into this Agreement; and

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

WHEREAS, it is presently anticipated, but not required, that Sponsor will initially own that portion of the Project comprised of the Land (as defined herein), certain real property improvements, and personal property now or hereafter constructed thereon; and

WHEREAS, for the Project, the parties have also determined that Sponsor is a Project Sponsor, and that the Project constitutes Economic Development Property within the meaning of the Act; and

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

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

ARTICLE I

DEFINITIONS AND RECAPITULATION

Section 1.01. Statutorily Required Recapitulation.

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

(b) Summary of Agreement.

1. Legal name of each initial party to this Agreement: Accutrex Products, Inc. Precision Parts Division and Lancaster County, South Carolina.

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

   Lancaster County, South Carolina
   2077 Pageland Highway, Parcel Id. No. 0069-00-094.00
   2145 Pageland Highway, Parcel Id. No. 0069-00-095.00
   Pageland Highway, Parcel Id. No. 0069-00-095.02
   1968 Sunshine Road, Parcel Id. No. 0069-00-107.00

3. Minimum investment agreed upon: $3,316,000.

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

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

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

7. Statements

(a) The Project is to be located in a multi-county park;
(b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;
(c) Special Source Revenue Credits shall be given to the Economic Development Property in amounts equal to 58% of Negotiated FILOT Payments for seven (7) consecutive years beginning with the Negotiated FILOT Payment due without penalty by January 15, 2023 and ending with the Negotiated FILOT Payment due without penalty by January 15, 2029;
(d) Payment will not be modified using a net present value calculation; and
(e) Replacement property provisions will apply.

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

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

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

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

"*Agreement*" shall mean this Fee Agreement by and between the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of May 10, 2021.

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

"*Company*" shall mean the Sponsor.

"*Companies*" shall mean the Sponsor together with any subsequently joined Sponsor Affiliate(s).

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

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

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

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

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

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

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

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

"*FILOT Payments*" shall mean the payments to be made by Sponsor pursuant to Section 5.01 hereof.

"*FILOT Revenues*" shall mean the revenues received by the County from the payment of the FILOT.

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

"*Investment Commitment*" shall mean the agreement of the Company to make investments with respect to the Project as set forth in Section 4.01(a) of this Agreement.

"*Investment Period*" shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the end of the property tax year in which this Agreement is executed by the Company and the County, unless extended by agreement of the County and the Company pursuant to Section 12-44-30(13) of the Code.

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

"*Land*" shall mean the real estate upon which the Project is to be located, more specifically identified as Parcel Identification Nos. 0069-00-094.00 (2077 Pageland Highway), 0069-00-095.00 (2145 Pageland Highway), 0069-00-095.02 (Pageland Highway), and 0069-00-107.00 (1968 Sunshine Road). Additional real estate may be included by amendment as provided in the Section 12.12 of this Agreement.

"*Multi-County Park*" means the multi-county park established pursuant to the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012, by and between the County and Chesterfield County, South Carolina. Multi-County Park includes any subsequent park or any subsequent park agreement that includes the Land, including, but not limited to, the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina, as from time to time amended and updated, and as authorized by the Multi-County Park Act.

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

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

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

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

"*Project*" shall mean, collectively herein, the Project, and shall include the buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

"*Project Commitment*" shall mean the (*i*) Investment Commitment, and (*ii*) Jobs Commitment.

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

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

"Special Source Revenue Credits" shall mean the Special Source Revenue Credits described in Section 5.01 hereof.

"*Sponsor Affiliate*" shall mean any entity who agrees to be bound by the terms and provisions of this Agreement and is approved by the County in writing pursuant to the provisions of Section 8.04 of this Agreement.

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

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

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

"*Wage Requirement*" means an hourly wage rate not less than fourteen dollars and zero cents ($14.00). The Wage Requirement shall be adjusted for calendar year 2026, and applied to calendar year 2026 and to each calendar year thereafter in which the Company receives a Special Source Revenue Credit, to the lower of either fourteen dollars and eighty-six cents ($14.86) or the then current per capita hourly wage rate for the County as published by the South Carolina Department of Revenue.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing Sponsor to locate the Project within Lancaster County and the State.

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

(d) The income tax year of Sponsor for federal and state income tax purposes ends December 31.

(e) No event has occurred and no condition currently exists with respect to Sponsor, which would constitute a Default or an "Event of Default" as defined herein.

(f) Sponsor intends to operate the Project for the purpose of manufacturing a wide range of custom metal products for the aerospace, gun, defense, motorsports, steel, material handling, mining and public art industries. The Project constitutes a "project" and "economic development property" as provided under the Act.

ARTICLE III

UNDERTAKINGS OF THE COUNTY

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

Section 3.02. No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for such Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (*i*) the construction or acquisition of the Project; (*ii*) environmental matters pertaining to the Project; (*iii*) the offer or sale of any securities; or (*iv*) the marketability of title to any property.

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

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

Section 3.04. Multi-County Park Status. A. The County agrees to take action to place the Land in the Multi-County Park until the date this Agreement is terminated. If it becomes necessary to move the Land from one multi-county park to another prior to the termination of this Agreement, the County agrees to use its best efforts to place the Land in a multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

B. Company acknowledges that the County intends to place all of the Land in the Amended and Restated Master Multi-County Park Agreement, Amended and Restated as of November 9, 2015, between the County and Chesterfield County, South Carolina. Company agrees to cooperate with the County in terminating the Agreement for the Development of a Joint Industrial and Business Park (Accutrex Products, Inc. Precision Parts Division), dated November 7, 2012, by and between the County and Chesterfield County, South Carolina. Company consents to the termination of the November 7, 2012 Multi-County Park and waives its right to receive notices of termination or notice of the diminution of the boundaries of the November 7, 2012 Multi-County Park.

ARTICLE IV

INVESTMENT BY COMPANIES IN PROJECT; MAINTENANCE AND MODIFICATION OF PROJECT

Section 4.01. Investment by Companies in Project.

(a) For the Project, the Company agrees and commits to invest at least $3,316,000 in Economic Development Property by the end of the Investment Period. The investment amount shall not include any amount paid by any Company for real estate improvements on the Land existing as of the date of this Agreement. Investments made by Sponsor and Sponsor Affiliates in Economic Development Property shall be included in any determination of whether the Company has fulfilled its commitment made in this Section to invest in the Project.

(b) For the Project, together with any Sponsor Affiliates, the Sponsor agrees and commits to the creation and maintenance of the number of Full-Time Jobs, paying an hourly wage rate not less than the Wage Requirement, at the following employment levels and in the designated timeframes: to have employed not less than thirty (30) in Full-Time Jobs meeting the Wage Requirement at the end of calendar year 2022 (applicable to the Negotiated FILOT Payment due without penalty by January 15, 2024), and an average not less than thirty (30) Full-Time Jobs

meeting the Wage Requirement in each calendar year thereafter in which the Company receives an SSRC pursuant to Section 5.01(d) below. The number of Full-Time Jobs shall be based on the average number of Full-Time Jobs for each month during the year.

Section 4.02. Reporting and Filing.

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

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

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

(c) (1) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in subsection (a) and (b) of this section (collectively, "Filings").

(2) The Company agrees that the County and its authorized agents have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project and to have access to and examine and inspect all of the Company's books and records pertaining to the Project and the Filings. The right of examination and inspection shall be exercised

only upon reasonable and necessary terms and conditions prescribed by the Company to protect such Company's confidentiality and proprietary rights. Any such entrance upon and examination and inspection of the Project and Filings shall be at the County's expense.

(d) The County acknowledges and understands that the Company may have and maintain at the Project certain confidential and proprietary information, including, but not limited to, trade secrets, financial, sales or other information concerning the Company's operations and processes ("Confidential Information") and that any disclosure of the Confidential Information could result in substantial harm to the Company and could have a significant detrimental impact on the Company's employees and also upon the County. Except as required by law, including, without limitation, court orders, the County agrees to use its best reasonable efforts to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the Confidential Information which may be obtained from the Company, its agents or representatives, when the Confidential Information is clearly marked and identified as Confidential Information and known to the County to be Confidential Information. The County shall not knowingly and willfully disclose and shall cause all employees, agents and representatives of the County not to knowingly and willfully disclose the marked and identified Confidential Information to any person or entity other than in accordance with the terms of this Agreement. If a demand is made for the release, under color of law, to a third party of any Confidential Information, the County shall notify the Company and give the Company the opportunity to contest the release.

Section 4.03 Modification of Project.

As long as no event of default exists hereunder, the Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project any real and personal property as the Company in its discretion deems useful or desirable.

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

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

ARTICLE V

PAYMENTS IN LIEU OF TAXES

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

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

(b) The FILOT Payment due with respect to each property tax year shall equal:

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

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

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

(d) Special Source Revenue Credits shall be granted to the Economic Development Property in amounts equal to fifty-eight (58%) of Negotiated FILOT Payments for seven (7) consecutive years beginning with the Negotiated FILOT Payment due without penalty by January 15, 2023 and ending with the Negotiated FILOT Payment due without penalty by January 15, 2029.

(e) The FILOT Payments are to be recalculated:

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

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

(iii) to adjust such payments if the Company elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company to the County in property taxes if the Company had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes set forth in Section 3(g) of Article X of the Constitution of the State of South Carolina would otherwise apply).

(g) Upon the Company's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

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

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

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of

the Code. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (1) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemptions or credits allowed by law; and (2) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement are reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by Sponsor does not exceed Two Million Five Hundred Thousand Dollars ($2,500,000.00) by the end of the Investment Period ("Act Minimum Investment Requirement"). If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes and depreciation that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) The Company agrees that in any year in which the Company fails to meet the Jobs Commitment as set forth in Section 4.01(b) above, the Company is ineligible for, and shall not receive, the Special Source Revenue Credit for the applicable period. In any year in which the Company must pay an additional fee as required in Section 5.01(k) below, the Company is ineligible for, and shall not receive, the Special Source Revenue Credit provided for in Section 5.01(d) above.

(k) In any year after December 31, 2022 in which the Company fails to have employed in Full-Time Jobs an average of not less than ten (10) the Company shall pay to the County an additional fee equal to the difference between the Negotiated FILOT Payments made by the Company and the FILOT Payment that would be due for the Economic Development Property if calculated, notwithstanding the provisions of Section 5.01(c), using the then current millage rate and the assessment ratios that would be applicable to the Economic Development Property if it were subject to *ad valorem* taxes (the "Hypothetical FILOT Payment").

As an example of the calculation set forth in this subsection (k), and by way of example only, assume Economic Development Property is first placed in service with respect to the Project in 2021, and that in the tax year ending December 31, 2023, that the maintained number of Full-Time Jobs was 8, that the millage rate applicable for tax bills to be sent in the following year is 375.0, and all of the Economic Development Property classified as personal property would have a 10.5%

assessment ratio applied if such property were subject to *ad valorem* taxation, then, the Hypothetical FILOT Payment for the tax year ending December 31, 2023, would be computed using the millage rate of 375.0 (instead of 338.15) and the 10.5% assessment ratio for the Economic Development Property classified as personal property (instead of 6%).

(l) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of subsections (h) through (k) shall be paid within 90 days, following written notice thereof from the County to the Company.

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

ARTICLE VI

PAYMENTS BY COMPANIES

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

ARTICLE VII

CASUALTY AND CONDEMNATION

Section 7.01. Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII

PARTICULAR COVENANTS AND AGREEMENTS

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

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

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

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

Notwithstanding the fact that it is the intention of the Indemnified Parties hereto that none of them shall incur any pecuniary liability by reason of the terms of this Agreement, any related agreements or the undertakings required of the County hereunder by reason of the performance of any act requested of the County by the Company, including all claims, liabilities, or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if any Indemnified Party shall incur any such pecuniary liability, then in such event

the Sponsor shall indemnify and hold them harmless against all claims by or on behalf of any Person, firm, or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, provided, however, that nothing herein shall absolve the Indemnified Parties from, or entitle the Indemnified Parties to indemnification from, any obligation such Indemnified Party has specifically agreed to undertake (including, without limitation, the obligation to place and maintain the Land within a multi-county park). If any action, suit, or proceeding is brought against any Indemnified Party to which such Indemnified Party is entitled to indemnification, such Indemnified Party shall promptly notify the Company, and the Company shall have the sole right and duty to assume, and shall assume, the defense thereof, at its expense, with full power to litigate, compromise, or settle the same in its sole discretion; provided the Company shall obtain the prior written consent of the County to settle any such claim unless such claim is for monetary damages for which the Company has the ability to, and does, pay. Notwithstanding the foregoing, if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Company reasonably determines that a conflict of interest exists between the County and the Company, the County may, in its sole discretion, hire independent counsel to pursue its own defense, and the Company shall be liable for the reasonable cost of such counsel.

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

Section 8.04. Sponsors and Sponsor Affiliates. Sponsor may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Sponsor, Sponsor Affiliate or other Sponsors or Sponsor Affiliates, or other Persons described in Section 8.02 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by the County in writing. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds $5,000,000, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Act Minimum Investment Requirement by the end of the Investment Period. Sponsor shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.04 within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service property to be used in connection with the Project and subject to the Negotiated FILOT Payment, all in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

ARTICLE IX

FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

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

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT Payment or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

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

ARTICLE X

TERM; TERMINATION

Section 10.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term

commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the property tax year in which the last Negotiated FILOT Payment is due hereunder. The Project has a term of twenty (20) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02. Termination. The County and the Company may agree to terminate this Agreement at any time, or the Sponsor may, at its option, terminate this Agreement at any time upon providing the County 30 days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company meeting the Project Commitment, amounts due to the County as a result thereof, if any, shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default by Companies.

(a) Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company:

(1) if default shall be made in the due and punctual payment of any FILOT Payments, indemnification payments, or Administration Expenses, which default shall not have been cured within 30 days following receipt of written notice thereof from the County; or

(2) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraph (1), and such default shall continue for 90 days after the County shall have given the Company written notice of such default, provided, the Company shall have such longer period of time as necessary to cure such default if the Company proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (2) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company has contested the occurrence of such default.

(b) The failure of the Company to meet any Project Commitment set forth herein shall not be deemed to be an Event of Default under this Agreement.

Section 11.02. Remedies on Event of Default by Company. Upon the occurrence of any Event of Default, the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than 30 days prior to the termination date specified therein;

(b) have access to and inspect, examine, and make copies of the books, records, and accounts of the Company pursuant to Section 4.02(c); or

(c) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03. Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance. Provided, however, that anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or a debt or general obligation of the County.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company of any or all such other rights, powers or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03. Intentionally Omitted.

Section 12.04. Administration Expenses.

(a) The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty

(30) days after receiving the written request from the County, *provided, however*, the total reimbursement pursuant to this subsection is capped at Five Thousand and No/100 dollars ($5000.00). The written request shall include a description of the nature of the Administration Expenses.

(b) The Company agrees to reimburse the County for expenses incurred by the County for accountants and similar experts used by the County in the computation, preparation and verification of the annual FILOT Payments and any special source revenue credits, *provided, however*, the maximum annual reimbursement pursuant to this subsection is capped at Five Hundred and No/100 dollars ($500.00).

Section 12.05. Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.06. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

County of Lancaster, South Carolina
ATTN: Steve Willis, County Administrator
101 N. Main St. (29720)
P.O. Box 1809 (29721-1809)
Lancaster, South Carolina
Phone: (803) 416-9300
Email: swillis@lancastercountysc.net

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

Mr. Jamie Gilbert
Economic Development Director, Lancaster County
P.O. Box 1809
Lancaster, South Carolina 29721
Telephone: (803) 286-3633
Fax: (803) 416-9497
Email: jgilbert@lancastercountysc.net

(b) As to the Sponsor:

Accutrex Products, Inc. Precision Parts Division
ATTN:_____
1968 Sunshine Road
Lancaster, South Carolina 29720
Telephone: (803) 286-4474
Fax: (803) 253-8277
Email: _____

With a copy, in each case, to (which shall not constitute notice):

Burnet R. Maybank, III, Esq.
Andrew W. Saleeby, Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, South Carolina 29201
Phone: (803) 540-2048
Email: bmaybank@nexsenpruet.com
Email: asaleeby@nexsenpruet.com

Section 12.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.08. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.09. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.10. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.11. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.12. Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by both parties.

Section 12.13. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.14. Force Majeure. The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the Council Chair and Council Secretary and to be attested by the Clerk to Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

LANCASTER COUNTY, SOUTH CAROLINA

_____

Steve Harper, Chair, County Council

_____

Billy Mosteller, Secretary, County Council

ATTEST:

_____

Sherrie Simpson, Clerk to Council

COMPANY SIGNATURES FOLLOW ON NEXT PAGE.

ACCUTREX PRODUCTS, INC.
PRECISION PARTS DIVISION

_____

[Name, Title]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING
Lancaster County Council
A public hearing has been scheduled by the Lancaster County Council for Monday, May 10, 2021, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1719, an ordinance titled "AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF A FEE AGREEMENT BY AND BETWEEN LANCASTER COUNTY AND ACCUTREX PRODUCTS, INC. PRECISION PARTS DIVISION PROVIDING FOR THE PAYMENT OF A FEE-IN-LIEU OF TAXES AND THE PROVISION OF SPECIAL SOURCE REVENUE CREDITS; AND TO EXPRESS THE INTENTION OF COUNCIL TO PROVIDE MONIES TO THE ECONOMIC DEVELOPMENT FUND." Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.
75-30-1W-Nexsen Pruet-Bill

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 14, 2021.

Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1731
Contact Person / Sponsor: Steve Willis/Administration and John Dubose/County Attorney
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
A request for a Quit Claim Deed regarding a portion of dirt roadway between Lynwood Drive and Norfolk Road.

Points to Consider:
John DuBose received a request for a Quit Claim Deed related to a section of dirt road between Lynwood Drive and Norfolk Road. This is just north of McDonald Green Elementary School.

This appears to be a driveway that was platted as a roadway. It is not an extension of Lynwood Drive to the west. To the east Norfolk Road curves up towards Kirkover Road so this segment is obviously not a an extension of Norfolk Road.

This request relates to a planned conveyance of land on the northern side of the driveway.

We have no record of this being a county roadway or even a named private roadway.

This Ordinance and the quit claim deeds that are contemplated will make clear that Lancaster County does not claim the roadway, has never claimed ownership, and that any person receiving a quit claim deed proceeds with use of the roadway at their own risk.

The form quit claim deed referenced as Exhibit B to the Ordinance will be attached for second reading.

Funding and Liability Factors:
N/A

Council Options:
Approve or reject the Ordinance.

Recommendation:
Approve the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1731	4/7/2021	Ordinance
Exhibit A -Tax Map	3/14/2021	Exhibit
Exhibit B- Form Quit Claim Deed	4/19/2021	Exhibit
Notice of Public Hearing for Ordinance 2021-1731	4/29/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021- 1731

AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO QUIT CLAIM TITLE TO REAL PROPERTY FOR AN UNNAMED ROAD THAT EXTENDS FROM NORFOLK DRIVE TO LYNWOOD DRIVE.

WHEREAS, Norfolk Drive is a county maintained road in Lancaster County, South Carolina.

WHEREAS, a dirt road that is not owned or maintained by Lancaster County extends from the western terminus of Norfolk Road and intersects with Lynwood Drive.

WHEREAS, Lancaster County never intended to accept the dirt road into the county road system, has never claimed any ownership interest in the dirt road, has never been asked to accept the road into the county road system, has never maintained the dirt road, and claims no ownership or interest in the dirt road.

WHEREAS, Lancaster County has no current or future plans to accept the dirt road into the county road system.

WHEREAS, Lancaster County has explicitly disclaimed any right, title, or interest in the dirt road, but an adjacent property owner has asked that Lancaster County quit claim any interest it may hold in the dirt road in furtherance of that adjacent property owner's attempts to acquire title or confirm a right of access along the roadway.

WHEREAS, Lancaster County is willing to accommodate the desire of the adjacent property owner but specifically disavows that its issuance of a quit claim deed for the dirt road will accomplish any goal or desire of the adjacent property owner to acquire title to the road.

WHEREAS, Lancaster County is willing to issue quit claim deeds to adjacent property owners along the road, quit claiming title to the centerline of the roadway to each adjacent landowner to the boundary of that landowner's property, for the express purpose of denying that Lancaster County holds any right, title, or interest in the dirt road.

WHEREAS, Lancaster County asserts that passage of this Ordinance and issuance of quit claim deeds to adjacent property owners shall constitute conclusive evidence that Lancaster County denies all right, title, or interest in the dirt road and Lancaster County demands, as consideration for issuance of the quit claim deed, that the adjacent landowners do not name Lancaster County as a defendant in any future quiet title action or other cause of action or lawsuit seeking a determination of ownership and legal title for the dirt road, if such action is pursued.

WHEREAS, Lancaster County also wishes to make clear to the adjacent landowners that they are under no obligation to accept the quit claim deeds or record same and that the adjacent

landowners should conduct their own investigations into to status of legal title of the dirt road in question before engaging in any improvement thereof or restriction of access thereto.

WHEREAS, the Lancaster County Council finds it appropriate and prudent to convey any right, title, or interest it may hold (same being specifically disavowed) in the dirt road to adjacent property owners via quitclaim deed.

WHEREAS, this action represents an important and necessary governmental function and will clarify the public record and the goal is to obviate the need for Lancaster County to be involved in any future legal action concerning the status of the dirt road.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, as follows:

Section 1. Lancaster County shall convey, via quitclaim deeds, any right, title, or interest it may hold in the real property comprising the dirt road in question (shown on Exhibit "A" which attached hereto and incorporated herein by reference) to the property owners adjacent to the dirt road. Specifically:

A. Lancaster County School District will receive from the County a quitclaim deed for title to the dirt road from its existing property line to the centerline of the dirt road.
B. Susan L. Snipes will receive from the County a quitclaim deed for to the dirt road from her existing property line to the centerline of the unopened portion of the road.
C. Todd Hammond will receive from the County a quitclaim deed for title to the dirt road from his existing property lines to the centerline of the unopened portion of the road.

The quit claim deed shall be in substantial conformity with the form quit claim deed attached hereto as Exhibit "B".

Section 2. The County Council of Lancaster Count hereby authorizes and directs that Steve Harper, as Chairman of Lancaster County Council, and Brian Carnes, as Vice-Chair of Lancaster County Council, to make, execute and deliver the quitclaim deeds conveying the real property described herein to above-mentioned adjacent property owners.

Section 3. Any ordinance, resolution, or other order of the Lancaster County Council, the terms of which are in conflict with this ordinance, is, only to the extent of that conflict, repealed.

Section 4. This Ordinance is effective after third reading and a public hearing.

LANCASTER COUNTY, SOUTH CAROLINA

By:_____
Steve Harper, Chairman
Lancaster County Council

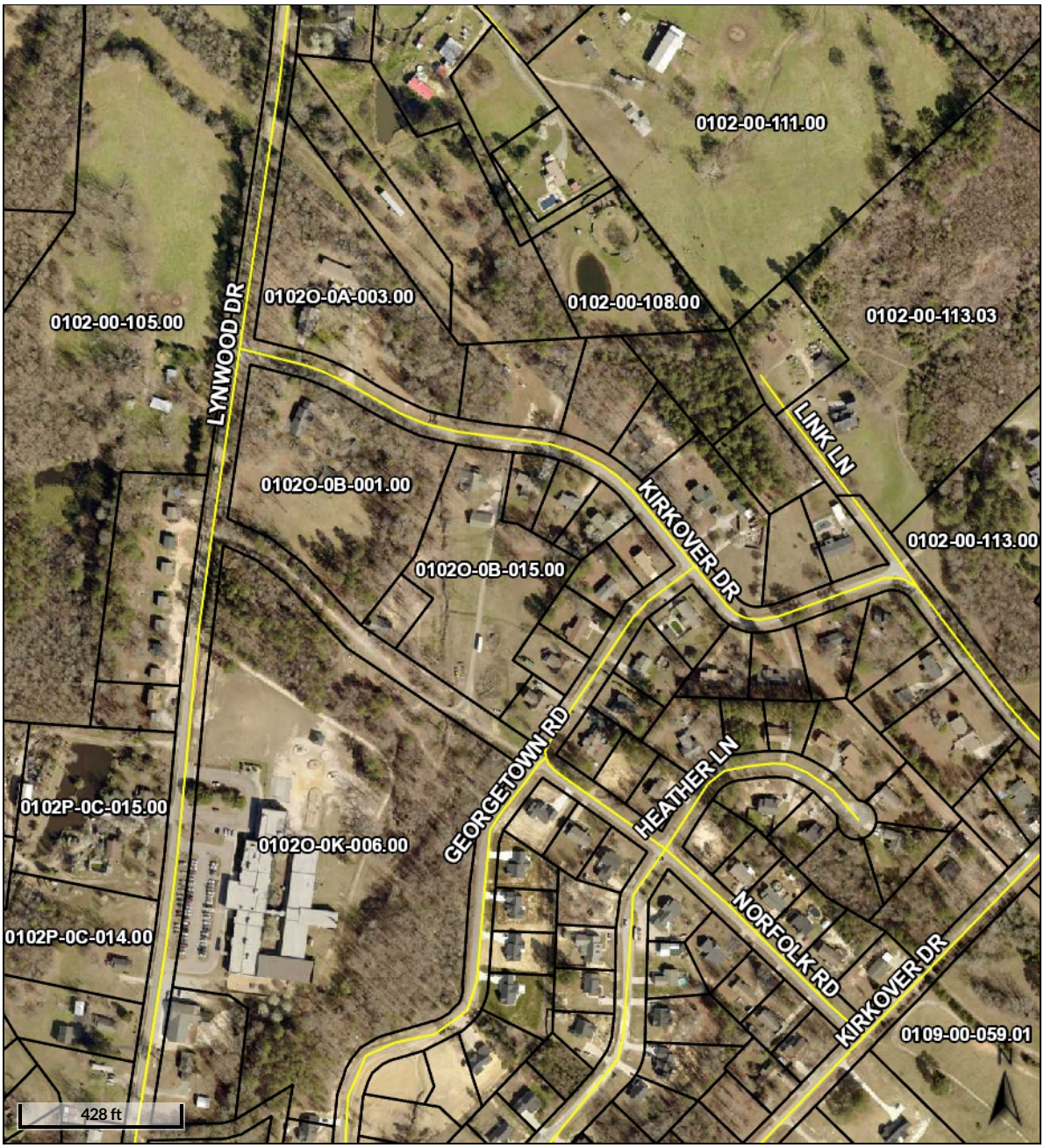
By:_____
Billy Mosteller, Secretary
Lancaster County Council

(SEAL)
ATTEST:

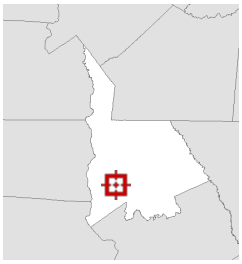
_____
Sherrie Simpson, Clerk to Council
Lancaster County Council

First Reading:	April 12, 2021
Second Reading:	April 26, 2021
Public Hearing:	May 10, 2021
Third Reading:	May 10, 2021

qPublic.net™ Lancaster County, SC



Overview



Legend

- Parcels
- Roads
- Railroad

Date created: 2/20/2021
Last Data Uploaded: 2/19/2021 10:07:23 PM

Developed by Schneider GEOSPATIAL

Title Not Examined

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

QUITCLAIM DEED

WHEREAS, Norfolk Drive is a county maintained road in Lancaster County, South Carolina.

WHEREAS, a dirt road that is not owned or maintained by Lancaster County extends from the western terminus of Norfolk Road and intersects with Lynwood Drive.

WHEREAS, Lancaster County never intended to accept the dirt road into the county road system, has never claimed any ownership interest in the dirt road, has never been asked to accept the road into the county road system, has never maintained the dirt road, and claims no ownership or interest in the dirt road.

WHEREAS, Lancaster County has no current or future plans to accept the dirt road into the county road system.

WHEREAS, Lancaster County has explicitly disclaimed any right, title, or interest in the dirt road, but an adjacent property owner has asked that Lancaster County quit claim any interest it may hold in the dirt road in furtherance of that adjacent property owner's attempt to acquire title or confirm a right of access along the roadway.

WHEREAS, Lancaster County is willing to accommodate the desire of the adjacent property owner but specifically disavows that its issuance of a quit claim deed for the dirt road accomplish any goal or desire of the adjacent property owner to acquire title to the road.

WHEREAS, while Lancaster County does not claim any right, title, or interest in the dirt road that extends from the western terminus of Norfolk Road and intersects with Lynwood Drive,

Lancaster County asserts that the passage of Ordinance No. 2021-1731 and issuance of the quit claim deeds to adjacent property owners shall constitute conclusive evidence that Lancaster County denies all right, title, or interest in the dirt road and Lancaster County demands, as consideration the issuance of the quit claim deeds, that the adjacent landowners do not name Lancaster County as a Defendant in any future quiet title action or other cause of action or lawsuit seeking a determination of ownership and legal title for the dirt road, if such action is pursued.

WHEREAS, by Ordinance 2021-1731, Lancaster County Council authorized conveyance of any right, title, or interest it may hold, understanding that it claims none, in the dirt road that extends from the western terminus of Norfolk Road and intersects with Lynwood Drive by quit claim deed.

WHEREAS, Lancaster County also wishes to make clear to the adjacent landowners that they are under no obligation to accept the quit claim deeds or record same and the adjacent landowners should conduct their own investigations into the status of legal title of the dirt road in question before engaging in any improvements thereof or restriction of access thereto.

KNOW ALL MEN BY THESE PRESENTS, That **LANCASTER COUNTY, ("GRANTOR")** in the State aforesaid, for no consideration and to confirm that Lancaster County claims no right, title, or interest in the dirt road that extends from the western terminus of Norfolk Road and intersects with Lynwood Drive, and has remised, released and forever quitclaimed, and by these presents does remise, release, and forever quitclaim unto _____ the portion of the dirt road that extends from their property line to the centerline of the roadway. The said portion of dirt road being conveyed abuts GRANTEES _____property line located at TMS No. _____ and is highlighted in red on the map attached hereto and incorporated herein as **Exhibit "A"**.

GRANTEE Address:

_____

_____

_____

TOGETHER with all and singular, the rights, members, hereditaments, and appurtenances to the said premises belonging to in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto _____.

WITNESS my Hand and Seal this _____, of May 2021.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

_____ _____

Witness #1 **Steve Willis**
Lancaster County Administrator

_____

Witness #2

STATE OF SOUTH CAROLINA)
) **ACKNOWLEDGMENT**
COUNTY OF LANCASTER)

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

WITNESS my hand and seal this ____day of May 2021.

_____ (SEAL)
Notary Public for State of South Carolina
My commission expires:_____
Print Name: _____

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT OF EXEMPT TRANSFERS**
COUNTY OF LANCASTER)

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

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

2. The property being transferred the dirt road that is not owned or maintained by Lancaster County which extends from the western terminus of Norfolk Road and intersects with Lynwood Drive more fully depicted on **Exhibit "A"** attached to the Quit Claim.

3. The deed is exempt from the deed recording fee because (See information section of affidavit): No consideration paid – 12

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Steve Willis, Lancaster County Administrator.

5. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

_____
Steve Willis
Lancaster County Administrator

SWORN to before me this_____, day
of _____, 2021

_____
Notary Public for South Carolina
My Commission Expires _____
Print Name: _____

EXHIBIT A

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

NOTICE OF PUBLIC HEARING

Lancaster County Council

A public hearing has been scheduled by the Lancaster County Council for Monday, May 10, 2021, at 6:00 p.m. in the Lancaster County Council Chambers, second floor, County Administration Building, 101 North Main Street, Lancaster, South Carolina, or at such other location in or around the complex posted at the main entrance. The purpose of the public hearing is to receive public comment on Ordinance No. 2021-1731, an ordinance titled **"AN ORDINANCE AUTHORIZING LANCASTER COUNTY TO QUIT CLAIM TITLE TO REAL PROPERTY FOR AN UNNAMED ROAD THAT EXTENDS FROM NORFOLK DRIVE TO LYNWOOD DRIVE."** Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website homepage (https://www.mylancastersc.org/), by email to ssimpson@lancastersc.net, or by mail addressed to Clerk to Council at Post Office Box 1809, Lancaster, SC 29721 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 21st, 2021

Benita G Crosby
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021 -1732
Contact Person / Sponsor: John DuBose / County Attorney
Department: Attorney
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to amend the Bylaws of the Historical Commission.

Points to Consider:
These requested bylaw amendments were initiated by the Historical Commission. The Historical Commission has proposed amendment of their Bylaws to reflect the modern day realities of the Commission's operation and to address difficulty in achieving a quorum. The Historical Commission Bylaws have not been amended since 1999.

The primary points of the proposed revisions are as follows:
1) clarification of purpose;
2) reduction of the quorum to three (3) members;
3) allows a Commissioner to serve for more than two (2) consecutive terms of four (4) year, with County Council approval, if there is a lack of willing/qualified candidates to fill a seat vacancy;
4) sets forth and clarifies the current duties of the Commission; and
5) amends the annual audit processes.

A proposed 2nd reading version of the ordinance is attached to the agenda package. The proposed 2nd reading version of the ordinance:

1) sets a date certain for submittal of the Commission's annual report to County Council;

2) makes it clear that the modification of the quorum requirements was an explicit choice of County Council and that the modified quorum does not conflict with the Lancaster County Rules of Parliamentary Procedure (see also Section 3, Conflicting Provisions the existed on 1st reading); and

3) Sets forth that a written notice by provided to members of the Commission that are dismissed for unexcused meeting absences. The dismissal is still effective immediately and without notice but a courtesy notice is now explicitly provided for. I understand that this formalizes the existing administrative practice utilized for dismissal of members of boards and commissions.

If the proposed 2nd reading version of the Ordinance 2021-1732 meets with council's approval a motion should be made to "Amend Ordinance 2021-1732 in the form of the 2nd reading version included in the agenda package."

Funding and Liability Factors:
Not Applicable.

Council Options:
Approval or disapproval of the Ordinance amending the Historical Commission Bylaws.

Recommendation:
Not Applicable.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1732	4/15/2021	Ordinance
Ordinance 2021-1732 2nd reading version	5/4/2021	Ordinance

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021-1732

AN ORDINANCE

TO AMEND CHAPTER 2, ARTICLE XI, DIVISION 2 OF THE LANCASTER COUNTY CODE OF ORDINANCES ENTITLED, "HISTORICAL COMMISSION," TO PROVIDE NECESSARY UPDATES TO THE LANGUAGE OF VARIOUS APPLICABLE ORDINANCES.

WHEREAS, the South Carolina General Assembly enacted South Carolina Act No. 48 in 1953, which provided the statutory authority for the creation of the Lancaster County Historical Commission; and

WHEREAS, the Lancaster County Historical Commission plays an important benefit to Lancaster County and undertakes numerous duties throughout the County; and

WHEREAS, the Lancaster County Historical Commission, amongst other important duties, is charged with preserving and identifying places and things of historical significance in Lancaster County; and

WHEREAS, the applicable Lancaster County Ordinance pertaining to the Lancaster County Historical Commission has not been amended since 1999 and is in need updating;

NOW, THEREFORE, by the power and authority granted to the Lancaster County Council by the Constitution of the State of South Carolina and the powers granted to the County by the General Assembly of the State, it is ordained and enacted that:

Section 1. Chapter 2, Article XI, Division 2, of the Lancaster County Code of Ordinances is amended as follows:

~~Indicates Matter Stricken~~

Indicates New Matter

DIVISION 2. HISTORICAL COMMISSION

_____

Sec. 2-311.Purpose

The purpose of the Lancaster County Historical Commission shall be to preserve and identify places and things of historical significance in Lancaster County and to collect and store historical artifacts in a secure and archival manner. Objectives include but are not be limited to:

- Promote an appreciation of events, people and places from the county's past
- Provide educational programs
- Maintain and operate a public museum

(Ord. No. 241, 7-25-94, Ord. No. 2021-1732, 5-24-21)

Sec. 2-312. Composition and meetings.

(a)The commission shall be composed of seven (7) members appointed by the county council. Potential members must reside in Lancaster County. Each council member shall recommend one (1) member to represent his/her district; however, residency in the council member's district is not required. Two members of the same household cannot serve as Commissioners, although one may serve as an at-large advisor. Upon adoption of this ordinance ~~(July 25, 1994)~~, (5-24-2021), ~~appointments shall be for four-year terms for members whose terms expired June 30 1994. Those members who remain on the commission will serve until their terms expire~~ future Commissioners or current Commissioners in future appointed terms must meet these requirements. As terms expire, a recommendation will be made by the council member in whose district the term had expired and appointments will be made by the entire county council for four-year terms. Commissioners may serve two (2) consecutive terms, but will then be ineligible for reappointment for a period of four (4) years. In the absence of willing and/or qualified applicants for Commissioner, individuals may be granted additional terms with approval of County Council.

In addition to the seven (7) members appointed by county council representing each of their districts, six (6) at-large members shall be appointed by the Lancaster County Council. At-large members will serve in an advisory capacity and have no voting privileges. ~~Upon adoption of this ordinance [Ord. No. 24, adopted March 29, 1999], three (3) at-large members shall be appointed for two (2) years and three (3) at-large members shall be appointed for four-year terms.~~ All appointments ~~thereafter~~ shall be for four (4) years. At-large members may serve two (2) consecutive ~~full~~ four-year terms. . In the absence of willing and/or qualified applicants for at-large advisor, individuals may be granted additional terms with approval of County Council.

(b)The commission shall meet monthly unless the Commission votes otherwise, but at least quarterly and at other times at the call of the chair. The commission shall annually elect a chair~~man~~, vice-chair and secretary. Three commissioners, one of whom must be the Chair, the Vice-Chair or the Secretary, will constitute a quorum. All members are expected to attend each regular and special meeting of the commission except for valid cause upon prior notice to the chair~~person or secretary~~ or vice-chair. Should any member be absent for three (3) ~~consecutive~~ meetings during the year without a valid excuse being presented prior to the meeting, unless an emergency, in writing or by email to the chair~~man~~ or vice-

chair of the commission, the chair~~man~~ will notify the clerk to council, in writing, of the vacancy. The meeting absence requirement also applies to at-large advisors. If a commissioner or at-large advisor resigns or becomes unable to serve during his/her term, the County Council shall appoint a qualified individual to fill the unexpired term.

(c)All members will serve without compensation, but will be reimbursed for actual expenses and mileage per Lancaster County policy ~~after approval by the commission chairman and the county administrator~~ from the existing Commission budget if the Commission approves the reimbursement prior to its incurrence.
(Ord. No. 241, 7-25-94; Ord. No. 324, 3-29-99; Ord. No. 2021-1732, 5-24-21)

Sec. 2-313. Duties.

The commission shall select, design and designate locations for historical markers and be responsible for ~~the~~ their upkeep. ~~of historical sites in the county, and shall work with the State Park Commission in maintenance of the state park at the Andrew Jackson birthplace~~. The commission shall make application for historic markers to the state or assist interested groups in making application for historic markers.

The commission shall be responsible for the operation of the county historical museum and the acquisition, conservation and maintenance of the collection. The collection will be inventoried and stored in a secure and archival manner.

The commission is authorized to receive and disburse funds within its budget, accept donations, compile, print and seal historical pamphlets and books. The commission may stage or promote events, or work with other groups, agencies, or organizations in promoting events of an historical nature.
(Ord. No. 241, 7-25-94, Ord. No. 2021-1732, 5-24-21)

Sec. 2-314. Financial controls; audit.

(a)The commission is subject to the purchasing rules and financial procedures of Lancaster County as adopted by the county council. The commission shall designate a person on the commission as liaison with the offices of the county administrator and county finance director to ensure compliance with these regulations.

(b)The commission's financial records shall annually be reviewed as part of the county's standard financial practices and information provided to the county administrator upon request ~~have an independent audit of the financial records of the commission. The audit shall be furnished to the county finance office within four (4) months of end of the fiscal year, but not later than February first. The audit shall be performed by an auditor to be selected by county council. All audits shall include all revenues received by the historical commission and shall include an accounting of all revenues received and all expenses of operation.~~ All records in connection with activity of the historical commission are subject to review by the council, the auditors of the county, and the office of the administrator or finance director upon request.
(Ord. No. 241, 7-25-94, Ord. No. 2021-1732, 5-24-21)

Sec. 2-315. Records and reports.

The commission shall maintain records of its meetings and shall forward copies of the minutes of each meeting to the county council within thirty (30) days of each meeting. The minutes shall reflect the date of the meetings, the members present and the business considered and decided. The secretary of the commission will transcribe the minutes of each meeting and the secretary or the chair forward them to the office of the county administrator. The commission shall report annually to the council, or upon request, concerning its activities. Council shall designate the time for the annual report.
(Ord. No. 241, 7-25-94, Ord. No. 2021-1732, 5-24-21)

Sec. 2-316. Freedom of information.

The county historical commission is a public body within the meaning of Section 30-4-10 et seq. of the Code of Laws of South Carolina of 1976, as amended, also known as the Freedom of Information Act, and, as such, is required to give public notice of its meetings and agendas and attempt to notify the press thereof as required by the Act. Meetings may be closed only in accordance with the Act.
(Ord. No. 241, 7-25-94)

Sec. 2-317 Legal counsel.

In the event the commission requires the advice of legal counsel, the commission shall first contact the county attorney. If for any reason the country attorney is unable to represent the commission, the county attorney shall so advise the commission and the council. The council, upon recommendation of the commission, may provide substitute counsel if deemed necessary by council.
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The commission shall keep an inventory of all equipment, furnishings, and facilities owned or on loan, operated, leased or used by the commission. The inventory shall clearly identify each item. The commission shall clearly mark for identification all county-owned equipment. The commission shall furnish a copy of the inventory to the county ~~council~~ administrator annually with the annual report.
(Ord. No. 241, 7-25-94, Ord. No. 2021-1732, 5-24-21)

Section 2. 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 3. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Lancaster County Code or other County ordinances, the provisions contained in

this ordinance, to the extent to of the conflict, supersede all other provisions and this ordinance is controlling.

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: April 26, 2021
Second Reading: May 10, 2021
Third Reading: May 24, 2021

Approved as to form:

_____
John DuBose, County Attorney

STATE OF SOUTH CAROLINA)
) ORDINANCE NO. 2021-1732
COUNTY OF LANCASTER)

AN ORDINANCE

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each regular and special meeting of the commission except for valid cause upon prior notice to the chair~~person or secretary~~ or vice-chair. Should any member be absent for three (3) ~~consecutive~~ meetings during the year without a valid excuse being presented prior to the meeting, unless an emergency, in writing or by email to the chair~~man~~ or vice-chair of the commission, the chair~~man~~ will notify the clerk to council, in writing, of the vacancy. The clerk to council shall notify the member in writing of their dismissal from the commission. Receipt of the written notice by a dismissed member is not controlling of the members status as a commission member. All dismissals are of immediate force and effect upon receipt of the notice of vacancy by the clerk to council. The meeting absence requirement also applies to at-large advisors. If a commissioner or at-large advisor resigns or becomes unable to serve during his/her term, the County Council shall appoint a qualified individual to fill the unexpired term.

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(Ord. No. 241, 7-25-94, Ord. No. 2021-1732, 5-24-21)

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Section 2. 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 3. Conflicting Provisions.

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

Section 4. Effective Date.

This ordinance is effective upon Third Reading.

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER COUNTY, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: April 26, 2021
Second Reading: May 10, 2021
Third Reading: May 24, 2021

Approved as to form:

_____
John DuBose, County Attorney

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1733 / Planning Case Number: RZ-2021-0292
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
The applicant is intending to develop a rodeo arena and equestrian facility on 10-acres at the northern end of the subject property. In order to accommodate this, the applicant has requested to rezone the 10-acre portion of the property from Rural Neighborhood (RN) District to Rural Business (RUB) District.

Points to Consider:
The proposed 10-acre parcel is predominantly unimproved; however in the past few years a substantial amount of land clearing has occurred in this area and construction on the intended rodeo arena was commenced. Case # CE-20190123 was opened on the property on August 1, 2019 for construction without a permit. It should be noted that the site remains in violation, and in order to satisfy this violation the applicant would need to complete the inspection process through the County.

The property is predominately surrounded by the LDR and MDR Districts, as well as the INS and GB Districts with the surrounding area characterized by single-family homes on lots of varying sizes, vacant/wooded parcels, and a church. The proposed rezoning to RUB would be inconsistent with the surrounding area as well as with UDO Section 2.3. Specifically, the RUB District is intended to be located at rural crossroads and the proposed 10-acre parcel cannot be construed as being located at a rural crossroads as it lies within a neighborhood. Additionally, the RUB District is intended to accommodate small businesses (i.e. gas stations, convenience stores, restaurants) and the proposed rodeo arena/equestrian facility does not meet this intent.

It should also be noted that while the proposed equestrian facility (e.g. riding stables) is a permitted use in the RUB District, the proposed rodeo arena use is not a use that is specifically listed in the UDO. The most closely compatible use is Sports Arena/Stadium is only allowed as a conditional use in the Regional Business (RB), Institutional (INS), Light Industrial (LI) and Industrial Mixed Use (IMX) Districts and then is only allowed with 4,000 or more seats. If the proposed rezoning were to be approved, then the applicant would still need to have the UDO amended to provide for the use in the RUB District in a manner consistent with what would be proposed.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed rezoning.

Recommendation:
The Planning Commission voted 0-7 to recommend **disapproval** of the proposed rezoning at the April 20, 2021 meeting. There was discussion from surrounding residents in opposition to the rezoning as to potential traffic, crime, noise and damage to property. The applicant, although notified and aware of the meeting, was not in attendance.

Staff also recommended disapproval of the proposed rezoning.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1733	5/3/2021	Ordinance

Staff Report	4/12/2021	Planning Staff Report
Ex 1: Application (Combined)	4/12/2021	Exhibit
Ex 2: Location / Zoning Map (Combined)	4/12/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1733 (Planning Department Case Number: RZ-2021-0292)	4/29/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1733

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A TEN ACRE PORTION OF THE APPROXIMATELY 102.75 ACRE PARCEL (TMS# 0080-00-045.00), LOCATED AT THE NORTHWEST CORNER OF FLAT CREEK ROAD AND GREENBRIAR DRIVE, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO RUB, RURAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Jose Luis Sanchez, applied to rezone a ten-acre portion, more or less, portion of a larger parcel of real property located at the northwest corner of Flat Creek road and Greenbriar Drive, Lancaster, South Carolina (TMS # 0080-00-045.00) from RN, Rural Neighborhood District, to RUB, Rural Business District. The ten-acre tract subject to the rezoning request is located on the furthest north portion of the parent tract.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended denial of the rezoning request.

(c) The proposed rezoning is consistent with the Lancaster County Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to RN, Rural Neighborhood District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0080-00-045.00 (ten acres, more or less, portion thereof)

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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone a 5-acre portion and a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District.
PROPERTY LOCATION:	Northwest corner of Flat Creek Road and Greenbriar Drive (TM# 0080-00-045.00)
CURRENT ZONING DISTRICT:	Rural Neighborhood (RN) District
PROPOSED ZONING DISTRICT:	Rural Business (RUB) District
APPLICANT:	Jose Luis Sanchez
COUNCIL DISTRICT:	District 3, Billy Mosteller

OVERVIEW:

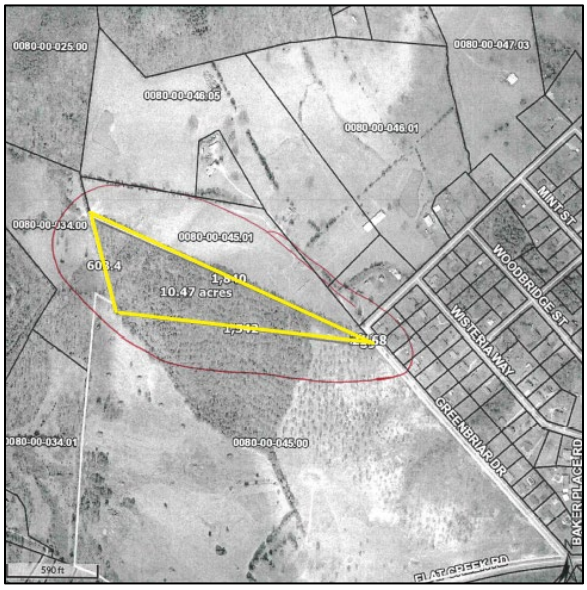
Proposal

The applicant is intending to develop a rodeo arena and equestrian facility on 10-acres at the northern end of the subject property, as well as a gas station on 5-acres at the southern end of the subject property. In order to accommodate these uses, the associated portions of the subject property would need to be rezoned from Rural Neighborhood (RN) District to Rural Business (RUB) District. The remaining 87.75 acres of land would remain zoned RN District.

Should the rezoning requests be approved, the applicant would proceed with permitting through the Zoning and Building Departments.



Proposed 5-acre parcel



Proposed 10-acre parcel

Site Information

The proposed 5-acre parcel that would be located at the corner of Flat Creek Road and Greenbriar Drive is vacant. The proposed 10-acre parcel that would front on Greenbriar Drive is predominantly unimproved; however in the past few years a substantial amount of land clearing has occurred in this area and construction on the intended rodeo arena was commenced. Case # CE-20190123 was opened on the property on August 1, 2019 for construction without a permit. The following are a few of the photos taken of the site at that time.









Since the initial notice of violation on August 1, 2019, nearly 30 separate follow-up inspections have occurred with the most recent inspection occurring on April 13, 2021. It should be noted that the site remains in violation, and in order to satisfy this violation the applicant would need to complete the inspection process through the County. Until such time that this is completed, the County is unlikely to approve rezoning.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by LDR, MDR, INS and GB zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR	Vacant
South	Lancaster County	GB; INS	Single-Family Residential; Destiny Bible Church
East	Lancaster County	MDR	Single-Family Residential
West	Lancaster County	LDR	Single-Family Residential; Vacant

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned RN District. Pursuant to UDO Chapter 2.3, *the Rural Neighborhood District is established to protect the residential character of communities and neighborhoods in the rural area at a density of 1.0 dwelling unit per acre. The district is intended to promote rural living, protect farmland, and to maintain the low density residential*.

Pursuant to UDO Section 2.3, the proposed zoning designation of *Rural Business District is established for rural crossroads that represent the small nodes of commercial activity along rural highways. This district will accommodate small-scale businesses, such as gas stations, convenience stores, or restaurants, and serve some daily needs of the surrounding rural population*.

Compatibility with Surrounding Area

As noted previously, the subject properties are predominately surrounded by the LDR and MDR Districts, as well as the INS and GB Districts. This area can be characterized by single-family homes on lots of varying sizes, vacant/wooded parcels, and a church.

Staff finds that the proposed rezoning of portions of TM# 0080-00-045.00 from RN to RUB District would be inconsistent with the surrounding area as well as with UDO Section 2.3. Specifically, the RUB District is intended to be located at rural crossroads and neither of the proposed locations can be construed as being located at a rural crossroads – one is within a neighborhood and the other is at the entrance to that same neighborhood. Additionally, the RUB District is intended to accommodate small businesses (i.e. gas stations, convenience stores, restaurants) and while the proposed gas station certainly meets this aspect of the district definition, the proposed rodeo arena/equestrian facility does not.

It should also be noted that while the proposed equestrian facility (e.g. riding stables) is a permitted use in the RUB District, the proposed rodeo arena use is not a use that is specifically listed in the UDO. The most closely compatible use is Sports Arena/Stadium is only allowed as a conditional use in the Regional Business (RB), Institutional (INS), Light Industrial (LI) and Industrial Mixed Use (IMX) Districts and then is only allowed with 4,000 or more seats. If the proposed rezoning were to be approved, then the applicant would still need to have the UDO amended to provide for the use in the RUB District in a manner consistent with what would be proposed.

RELATIONSHIP TO PUBLIC PLANS:

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject properties is Transitional, which corresponds to the following Community Types:

- *Suburban Single-Family Neighborhood - Suburban single-family neighborhoods are formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large-lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers.*
- *Suburban Multi-Family Neighborhood - Suburban multifamily neighborhoods are generally formed as complexes or communities, with a relatively uniform housing type and density throughout. They support the highest residential density in the suburban landscape, and may contain one of the following housing types: condominiums, townhomes, senior housing, or apartments. Suburban multifamily neighborhoods are found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers. Buildings are oriented interior to the site and typically buffered from surrounding development by transitional uses or landscaped areas. Large parking lots and low street connectivity are common in suburban multifamily neighborhoods.*
- *Suburban Commercial Center - Suburban commercial centers serve the daily needs of surrounding residential neighborhoods. They typically locate near high-volume roads and key intersections, and are designed to be accessible primarily by automobile. Buildings are set back from the road behind large surface parking lots, with little connectivity between adjacent businesses. Common types of suburban centers in the region include multi-tenant strip centers, big box stores, small outparcels with a drive-through, and large shopping malls.*

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

Suburban SF, MF & Commercial: Land Use Considerations		
Community Center / Pool and Recreational Amenities	Single-Family Detached Home	Single-Family Attached Home (Townhome/Duplex)
Church	School	Community Park
Mobile / Modular Homes	Natural Area	Small Supermarket
Convenience Store	Large Supermarket	Drug Store
Bank	Restaurant	Big Box Commercial
Hotel	Professional Office	Call Center
Medical Office	Fire Station	

While the requested RUB District is consistent with the Transitional Future Land Use Category, it should be noted that the proposed rodeo arena/equestrian facility uses are not consistent with the aforementioned land use considerations, or with the Transitional Future Land Use Category.

INFRASTRUCTURE CONSIDERATIONS:

Transportation
While no Traffic Impact Analysis (TIA) or traffic improvements are specifically required for the proposed rezoning requests, a TIA would most likely be required for the gas station use should it ultimately be proposed. A TIA for a rodeo arena/equestrian facility would also be required; however as such a use is not permissible in the proposed RUB District it is inappropriate to require the provision of a TIA at this time.

It is noted that SCDOT recorded a traffic count in 2019 for that portion of Flat Creek Road adjacent to the subject property of 7,800. This same segment has recorded traffic counts in 2018 and 2017 of 7,700.

Public Utilities
Per the LCWSD, public water is available via a 12" waterline along Flat Creek Highway. Sewer may be available via connection to an 8" gravity sewer line along Hannah's Creek, approximately 1,400' away.

Public Schools
There would be no impact on schools from the intended rodeo arena/equestrian facility or gas station.

INPUT FROM OTHERS

Lancaster County Sheriff's Office
With regard to the rezoning of the 10-acre portion of the subject property and potential future rodeo arena/equestrian facilities use, Sherriff Faile expressed concerns regarding the potential rodeo establishment if it were to include the sale of alcoholic beverages. Staff is unaware if the proposed arena will include the sale of alcohol.

With regard to the rezoning of the 5-acre portion of the subject property and potential future gas station use, Sheriff Faille indicated that he did not see an issue with the store other than its proximity to the community and that there may be traffic concerns.

PHOTOS OF PROJECT AREAS:



Looking west toward the proposed 10-acre site



Looking east from the proposed 10-acre site



Looking south along Greenbriar Road at 10-acre site



Looking northeast across Greenbriar Rd at 5-acre site



Looking northwest toward proposed 5-acre site



Looking east along Flat Creek Road at 5-acre site

STAFF RECOMMENDATION:

Separate motions will need to be made for each rezoning application.

Staff recommends **denial** of:

1. RZ-2021-0292, a request to rezone a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District; and
2. RZ-2021-0293, a request to rezone a 5-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District.

Subject to the following findings of fact:

1. That the subject applications concern the property identified as TM# 0080-00-045.00;
2. That the subject property remains under violation for construction without a permit pursuant to code enforcement case CE-20190123;

3. That the subject property has a Future Land Use designation of Transitional and Community Types of Suburban Single-Family Neighborhood, Suburban Multi-Family Neighborhood, and Suburban Commercial Center;
4. That the subject property is currently zoned RN District;
5. That 10-acres at the north end and 5-acres at the southeast corner of the subject property are proposed to be rezoned to RUB District;
6. That the proposed RUB District is inconsistent with the surrounding area which is comprised of LDR, MDR, INS and GB Districts;
7. That the RUB District is intended to be located at rural crossroads and to accommodate small businesses (i.e. gas stations, convenience stores, restaurants); and
8. That the proposed rodeo arena use is not specifically listed in the UDO and the most closely compatible use, Sports Arena/Stadium, is only allowed as a conditional use in the RB, INS, LI and IMX Districts and then is only allowed with 4,000 or more seats.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

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 HWY 903, LANCASTER

City LANCASTER State SC Zip _____ Tax Parcel ID 0080-00-045-00

Current Zoning RN Current Use AGRICULTURE

Proposed Zoning RUB Total Acres 10 ACRES

Project Description RODEO ARENA, EQUESTRIAN FACILITY

Surrounding Property Description PASTURES, NEIGHBORHOOD

CONTACT INFORMATION

Applicant Name JOSE LUIS SANCHEZ

Address 612 BEAUHAVEN LN

City WAXHAW State NC Zip 28173 Phone 704-307-4615

Fax _____ Email JLSMASONRY

Property Owner Name SAME

Address _____

City _____ State _____ Zip _____ Phone _____

Fax _____ Email _____

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

Applicant _____ Date _____

Property Owner(s) Jose Sochet Date 9-1-20

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.

2015008223
DEED
RECORDING FEES $10.00
STATE TAX $908.70
COUNTY TAX $384.45
PRESENTED & RECORDED:
06-05-2015 10:51 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:DEED 880
PG:161-162

DEED DRAWN BY:
ROBERT K. FOLKS
ATTORNEY AT LAW

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF LANCASTER)

KNOW ALL MEN BY THESE PRESENTS, that, **Susan B. Brant, Jane B. Jones, and Stevan H. Brodie**, ("Grantor"), in the State aforesaid, for and in consideration of the sum of Three Hundred Forty-nine Thousand Forty-six and no/100ths ($349,046.00) Dollars, to the Grantor in hand paid at and before the sealing and delivery of these Presents, by the Grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release the following described property, subject to the easements, restrictions, reservations and conditions set forth below, unto **Jose Luis Sanchez**, ("Grantee"), and Grantee's heirs, successors and assigns:

All that certain piece, parcel or tract of land, with any and all improvements thereon, lying, being and situate in Gills Creek Township, Lancaster County, South Carolina, located approximately three (3) miles east of the City of Lancaster at the intersection of S.C. Highway 903 (Flat Creek Road) and Greenbriar Drive, containing 102.750 acres, being shown, described and designated on plat of survey entitled "Plat of Boundary Survey for Stevan H. Brodie, Susan B. Brant and Jane B. Jones" dated May 20, 2015 made by Enfinger & Associates, recorded in Plat Book 2015 Page 381, Register of Deeds Office for Lancaster County, South Carolina, which plat is incorporated herein and by reference made a part hereof.

Being the identical property conveyed to Susan B. Brant, et al. by Deed of The Brodie Disclaimer Trust by Susan B. Brant, its Designated Trustee, said Deed dated March 10, 2006 and recorded April 21, 2006 in Deed Book 331 Page 10, Register of Deeds Office for Lancaster County, South Carolina.

The within described property is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

TAM 0080-00-044.00 and 045.00

Grantee's Address:
4509 Parkwood School Road
Monroe, NC 28112

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever.

AND the Grantor does hereby bind Grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and Assigns, against Grantor and whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5th day of June, 2015, and in the two hundred thirty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Susan B. Brant (Seal)
Susan B. Brant

Jane B. Jones (Seal)
Jane B. Jones

Stevan H. Brodie (Seal)
Stevan H. Brodie

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

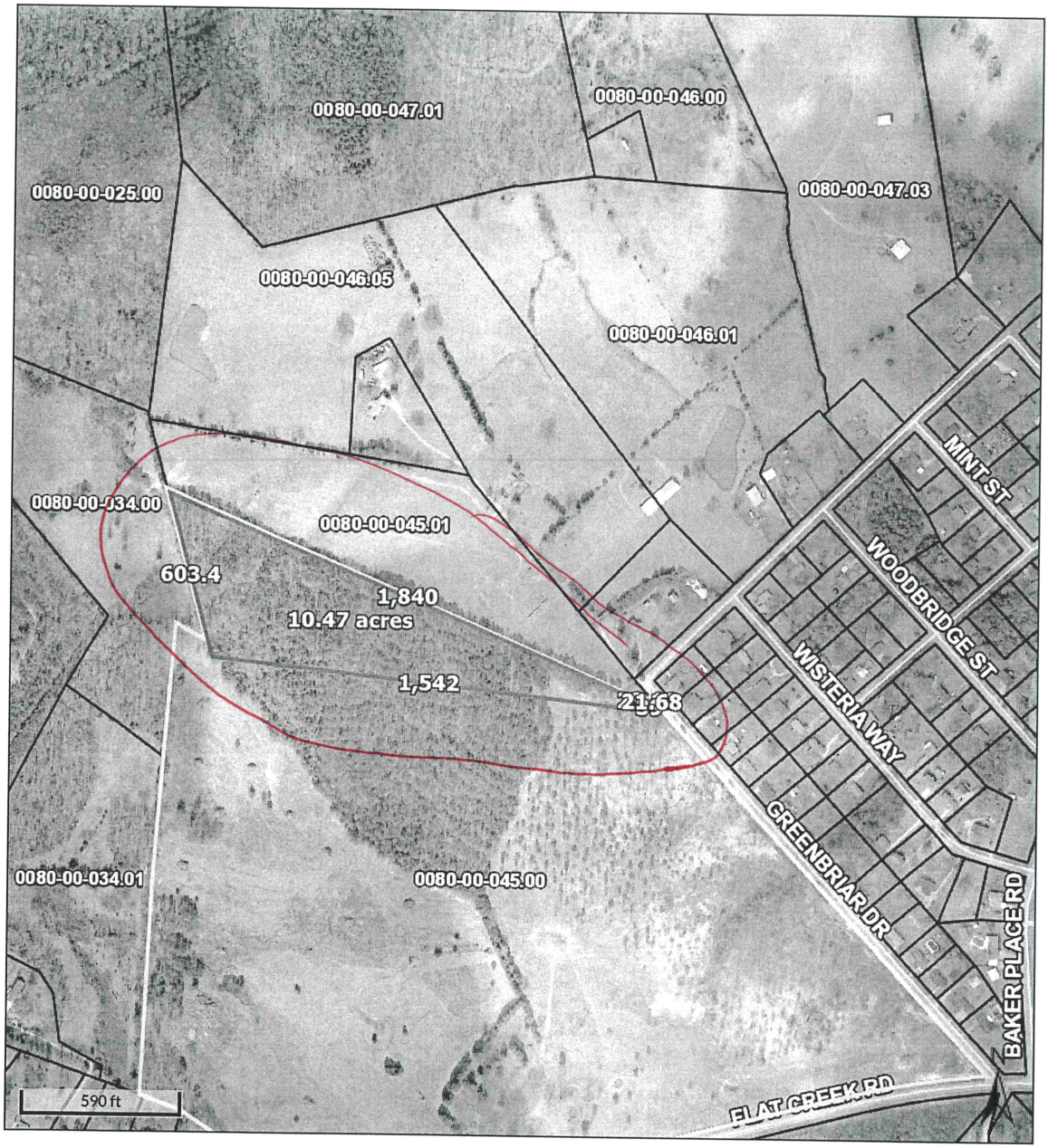
I, the undersigned notary public, do hereby certify that the above named Grantor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of June, 2015.

(Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/30/24

s:\dbr\deedBrodieSanchez

qPublic.net™ Lancaster County, SC



Overview



Legend

- Parcels
- Roads
- Railroad

Date created: 2/2/2021
Last Data Uploaded: 2/2/2021 8:14:38 AM

Developed by Schneider GEOSPATIAL

Lancaster County
South Carolina

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lancastercountysc.net
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ZONING MAP AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

- Completed Application
- Signatures of Applicant and Property Owner
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GENERAL INFORMATION

Property Address HWY 903, LANCASTER
City LANCASTER State SC Zip _____ Tax Parcel ID 0080-00-045-00
Current Zoning RN Current Use AGRICULTURE
Proposed Zoning RUB Total Acres 5
Project Description GAS STATION

Surrounding Property Description PASTURES, NEIGHBORHOOD

CONTACT INFORMATION

Applicant Name JOSE LUIS SANCHEZ
Address 612 BEAUHAVEN LN
City WAXHAW State NC Zip 28173 Phone 704-307-4615
Fax _____ Email JLSMASONRY
Property Owner Name SAME
Address _____
City _____ State _____ Zip _____ Phone _____
Fax _____ Email _____

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

Applicant _____ Date _____

Jose Sachet 9-1-20

Property Owner(s) Date

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LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

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0080-00-046.01
0080-00-046.02
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0080-00-042.00
0080-00-043.00
0080-00-094.01
0080-00-092.01
0080-00-092
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0080K-0A-002.00
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0080K-0A-010.00
0080F-0E-011.00
0080F-0E-004.00
0080F-0D-005.00
0080-00-084.00
PLANTATION RD
1.5 ACRES

qPublic.net™ Lancaster County, SC



Overview



Legend

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- Roads
- Railroad

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Developed by Schneider GEOSPATIAL

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PRESENTED & RECORDED:
06-05-2015 10:51 AM
JOHN LANE
REGISTER OF DEEDS
LANCASTER COUNTY, SC
By: CANDICE PHILLIPS DEPUTY
BK:DEED 880
PG:161-162

DEED DRAWN BY:
ROBERT K. FOLKS
ATTORNEY AT LAW

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) TITLE TO REAL ESTATE
COUNTY OF LANCASTER)

KNOW ALL MEN BY THESE PRESENTS, that, **Susan B. Brant, Jane B. Jones, and Stevan H. Brodie**, ("Grantor"), in the State aforesaid, for and in consideration of the sum of Three Hundred Forty-nine Thousand Forty-six and no/100ths ($349,046.00) Dollars, to the Grantor in hand paid at and before the sealing and delivery of these Presents, by the Grantee hereinafter named (the receipt whereof is hereby acknowledged), has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release the following described property, subject to the easements, restrictions, reservations and conditions set forth below, unto **Jose Luis Sanchez,** ("Grantee"), and Grantee's heirs, successors and assigns:

All that certain piece, parcel or tract of land, with any and all improvements thereon, lying, being and situate in Gills Creek Township, Lancaster County, South Carolina, located approximately three (3) miles east of the City of Lancaster at the intersection of S.C. Highway 903 (Flat Creek Road) and Greenbriar Drive, containing 102.750 acres, being shown, described and designated on plat of survey entitled "Plat of Boundary Survey for Stevan H. Brodie, Susan B. Brant and Jane B. Jones" dated May 20, 2015 made by Enfinger & Associates, recorded in Plat Book 2015 Page 381, Register of Deeds Office for Lancaster County, South Carolina, which plat is incorporated herein and by reference made a part hereof.

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TAM 0080-00-044.00 and 045.00

Grantee's Address:
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Monroe, NC 28112

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

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned, unto the said Grantee and Grantee's Heirs, Successors and Assigns forever.

AND the Grantor does hereby bind Grantor's Heirs, Successors, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee and Grantee's Heirs, Successors and Assigns, against Grantor and whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS the Grantor's Hand and Seal this 5th day of June, 2015, and in the two hundred thirty-ninth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Susan B. Brant (Seal)
Susan B. Brant

Jane B. Jones (Seal)
Jane B. Jones

Stevan H. Brodie (Seal)
Stevan H. Brodie

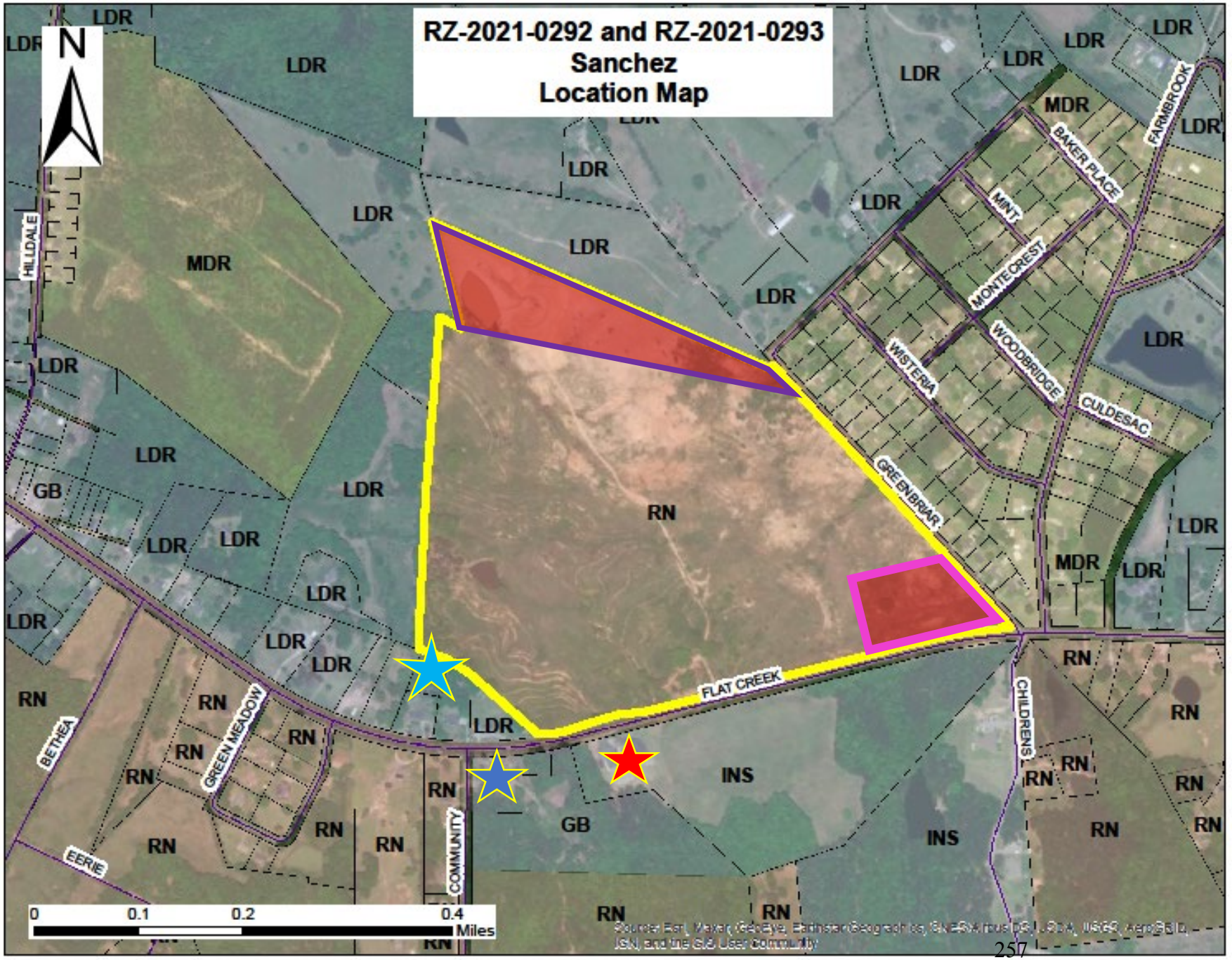
STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF LANCASTER)

I, the undersigned notary public, do hereby certify that the above named Grantor personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 5th day of June, 2015.

(Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/30/21

s:\dbr\deedBrodieSanchez



Lancaster County
South Carolina

Legend:

- Subject Property
- RZ-2021-0292: Rodeo Arena
- RZ-2021-0293: Gas Station
- Dollar General
- Destiny Bible Church
- Green Rezoning

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, April 20, 2021, and Monday, May 10, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2740: Application by William Morris to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multifamily

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

Baptist Church, and oth- Lancaster, P.O. Box 889,
er times at the home. Lancaster, SC 29721.
Memorial contribu- Notes to the family

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 4, 2021.

Notary Public of South Carolina

My Commission Expires
January 13, 2031

4. RZ-2021-0292: Application by Jose Luis Sanchez to rezone a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a rodeo arena and equestrian facility on the property.

5. RZ-2021-0293: Application by Jose Luis Sanchez to rezone a 5-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a gas station on the property.

6. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

7. RZ-2021-0651: Application by Michael and Ashley Green to rezone one acre of land located at 2343 Flat Creek Road (TM #0080-00-041.01) from Low Density Residential (LDR) to Rural Residential (RR). The intention is to locate a mobile home on the property.

8. RZ-2021-0651: Application by Joyce Brooks to rezone one acre of land located at 923 Hamstead Circle (TM #0006N-0B-010.00) from Medium Density Residential (MDR) to General Business (GB).

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, April 20, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2784: Application by True Homes LLC for a major preliminary plat consisting of 62 single-family detached lots on approximately 40.44 acres. The property to be developed is located on the east side of Lynwood Drive, approximately 0.35 miles north of the intersection of Lynwood Drive and Airport Road and is identified as TM # 0087-00-006.00. The property is zoned MDR.

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

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Notice was published in The Lancaster
2021.

Notary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1734 / Planning Case Number: RZ-2021-0293
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Attorney
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
The applicant is intending to develop a gas station on 5-acres at the southern end of the subject property. In order to accommodate this, the applicant has requested to rezone the 5-acre portion of the property from Rural Neighborhood (RN) District to Rural Business (RUB) District.

Points to Consider:
The proposed 5-acre parcel that would be located at the corner of Flat Creek Road and Greenbriar Drive is vacant.

The property is predominately surrounded by the LDR and MDR Districts, as well as the INS and GB Districts with the surrounding area characterized by single-family homes on lots of varying sizes, vacant/wooded parcels, and a church. The proposed rezoning to RUB would be inconsistent with the surrounding area as well as with UDO Section 2.3. Specifically, the RUB District is intended to be located at rural crossroads and the proposed location cannot be construed as being located at a rural crossroads as it is at the entrance to a neighborhood.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed rezoning.

Recommendation:
Staff recommended disapproval of the proposed rezoning.

At its meeting of April 20, 2021, the Planning Commission voted 0-7 to recommend disapproval of the proposed rezoning. There was discussion from surrounding residents in opposition to the rezoning as to potential traffic and impacts on infrastructure. The applicant, although notified and aware of the meeting, was not in attendance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1734	5/3/2021	Ordinance
Public Hearing Notice for Ordinance 2021-1734 (Planning Department Case Number: RZ-2021-0293)	4/29/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1734

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A FIVE ACRE PORTION OF THE APPROXIMATELY 102.75 ACRE PARCEL (TMS# 0080-00-045.00), LOCATED AT THE NORTHWEST CORNER OF FLAT CREEK ROAD AND GREENBRIAR DRIVE, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO RUB, RURAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Jose Luis Sanchez, applied to rezone a five-acre portion, more or less, parcel of property located at the northwest corner of Flat Creek road and Greenbriar Drive, Lancaster, South Carolina (TMS # 0080-00-045.00) from RN, Rural Neighborhood District, to RUB, Rural Business District.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended denial of the rezoning request.

(c) The proposed rezoning is consistent with the Lancaster County Comprehensive Plan.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to RN, Rural Neighborhood District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0080-00-045.00 (five acres, more or less, portion thereof)

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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, April 20, 2021, and Monday, May 10, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2740: Application by William Morris to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multi-family

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

Baptist Church, and oth- Lancaster, P.O. Box 889,
er times at the home. Lancaster, SC 29721.
Memorial contribu- Notes to the family

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 4, 2021.

Notary Public of South Carolina

My Commission Expires
January 13, 2031

4. RZ-2021-0292: Application by Jose Luis Sanchez to rezone a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a rodeo arena and equestrian facility on the property.

5. RZ-2021-0293: Application by Jose Luis Sanchez to rezone a 5-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a gas station on the property.

6. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

7. RZ-2021-0651: Application by Michael and Ashley Green to rezone one acre of land located at 2343 Flat Creek Road (TM #0080-00-041.01) from Low Density Residential (LDR) to Rural Residential (RR). The intention is to locate a mobile home on the property.

8. RZ-2021-0651: Application by Joyce Brooks to rezone one acre of land located at 923 Hamstead Circle (TM #0006N-0B-010.00) from Medium Density Residential (MDR) to General Business (GB).

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, April 20, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2784: Application by True Homes LLC for a major preliminary plat consisting of 62 single-family detached lots on approximately 40.44 acres. The property to be developed is located on the east side of Lynwood Drive, approximately 0.35 miles north of the intersection of Lynwood Drive and Airport Road and is identified as TM # 0087-00-006.00. The property is zoned MDR.

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

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Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

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Notice was published in The Lancaster
2021.

Notary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1735 / Planning Case Number: RZ-2021-0478
Contact Person / Sponsor: Ashley Davis /Planning
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Request to rezone TM # 0006N-0B-010.00 from Medium Density Residential (MDR) to General Business (GB) District. The Subject Parcel is one acre in size.

Points to Consider:
The subject property is predominately surrounded by the MDR and GB Districts. The surrounding uses are primarily commercial in nature (used car sales, mini-storage, and landscaping equipment and storage). This is the only residential parcel which takes access off of Hamstead Circle.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the rezoning request.

Recommendation:
The Planning Commission recommended **approval** by a vote of 7-0 on April 20, 2021. The Planning Department also recommended approval.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1735	5/3/2021	Ordinance
Planning Staff Report	4/9/2021	Planning Staff Report
Exhibit 1: Application	3/30/2021	Exhibit
Exhibit 2: Zoning Map	3/30/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1735 (Planning Department Case Number: RZ-2021-0478)	4/29/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1735

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A ONE ACRE TRACT OF PROPERTY (TMS# 0006N-0B-010.00), LOCATED AT 923 HAMSTEAD CIRCLE, LANCASTER, SOUTH CAROLINA, FROM MDR, MEDIUM DENSITY RESIDENTIAL DISTRICT, TO GB, GENERAL BUSINESS DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Joyce Brooks, applied to rezone a one acre, more or less, parcel of property located at 923 Hamstead Circle, Lancaster, South Carolina (TMS # 0006N-0B-010.00) from MDR, Medium Density Residential District, to GB, General Business District.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) 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 Suburban Single-Family 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 Neighborhood Mixed-Use Future Land Use Category extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area. The requested GB District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from MDR, Medium Density Residential District, to GB, General Business District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0006N-0B-010.00 (one acre, more or less, portion thereof)

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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone one acre of property
PROPERTY LOCATION:	923 Hamstead Circle (TM# 0006N-0B-010.00)
CURRENT ZONING DISTRICT:	Medium Density Residential (MDR) District
PROPOSED ZONING DISTRICT:	General Business (GB) District
APPLICANT:	Joyce Brooks
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel one (1) acre in size. The intent is to sell the property to be utilized for its highest and best use.

Site Information

The parcel proposed to be rezoned is currently used as residential and there is a mobile home on the property. Access will be provided by Hamstead Circle. Currently this is the only residential parcel taking access from Hamstead Circle.

Summary of Adjacent Zoning and Uses

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

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	MDR	Manufactured Housing
South	Lancaster County	GB	Used Car Sales
East	Lancaster County	LDR	Manufactured Housing
West	Lancaster County	GB	Mini-Storage and Landscape Company

ANALYSIS & FINDINGS:

Zoning Districts

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

Requested GB

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

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the MDR and GB Districts. The surrounding uses are primarily commercial in nature (used car sales, mini-storage, and landscaping equipment and storage). This is the only residential parcel which takes access off of Hamstead Circle.

Non-Conformance Status

The properties use is currently residential in nature. If the rezoning were to be approved (changing the zoning district to General Business) the home on the property would become legal non-conforming if it remains on the site as a residence. This legal non-conforming status means that no major changes can occur to the residence further expanding its non-conformance. Also, any new business moving on to the property will be required to improve the site and building to meet current UDO and Building Code standards.

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 Suburban Single-Family 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 extends across the northern half of the panhandle, terminating at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

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

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

INFRASTRUCTURE CONSIDERATIONS

Transportation

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

Public Utilities

Public water is currently serving this site, there is a septic tank on site as well.

Public Schools

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

PHOTOS OF PROJECT AREA:



Subject Property is visible on the left hand side of the photo above.



Aerial view of Hamstead Circle: Subject parcel can be seen in the lower left hand corner.



Aerial view from Hwy 160: Subject parcel can be seen in the upper left hand corner.

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone one (1) acre (TM # 0006N-0B-010.00) from Medium Density Residential (MDR) District to General Business (GB) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0006N-0B-010.00;
2. That the subject property is currently zoned MDR District and proposed to be rezoned GB District;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use, and a Community Type of Walkable Neighborhood Community Type; and
4. That the proposed GB District is generally consistent with the surrounding area which is comprised of MDR and GB Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:
Ashley Davis, Planner
adavis@lancastersc.net | 803-416-9433

Planning Department
P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@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 923 Hamstead Circle

City Indian Land State SC Zip 29707 Tax Parcel ID 0006N-08-010.00

Current Zoning MDR Current Use OMH

Proposed Zoning Commercial Total Acres 1

Project Description not sure yet

Surrounding Property Description adjacent to auto dealership and storage facility

CONTACT INFORMATION

Applicant Name Joyce D Brooks

Address 923 Hamstead Circle

City Indian Land State SC Zip 29707 Phone (803) 448-5625

Fax _____ Email _____

Property Owner Name Joyce D Brooks

Address 923 Hamstead Circle

City Indian Land State SC Zip 29707 Phone (803) 448-5625

Fax _____ Email _____

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

Joyce D. Brooks — Applicant — 2/19/2021 — Date

Joyce D Brooks — Property Owner(s) — 2/19/2021 — 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**

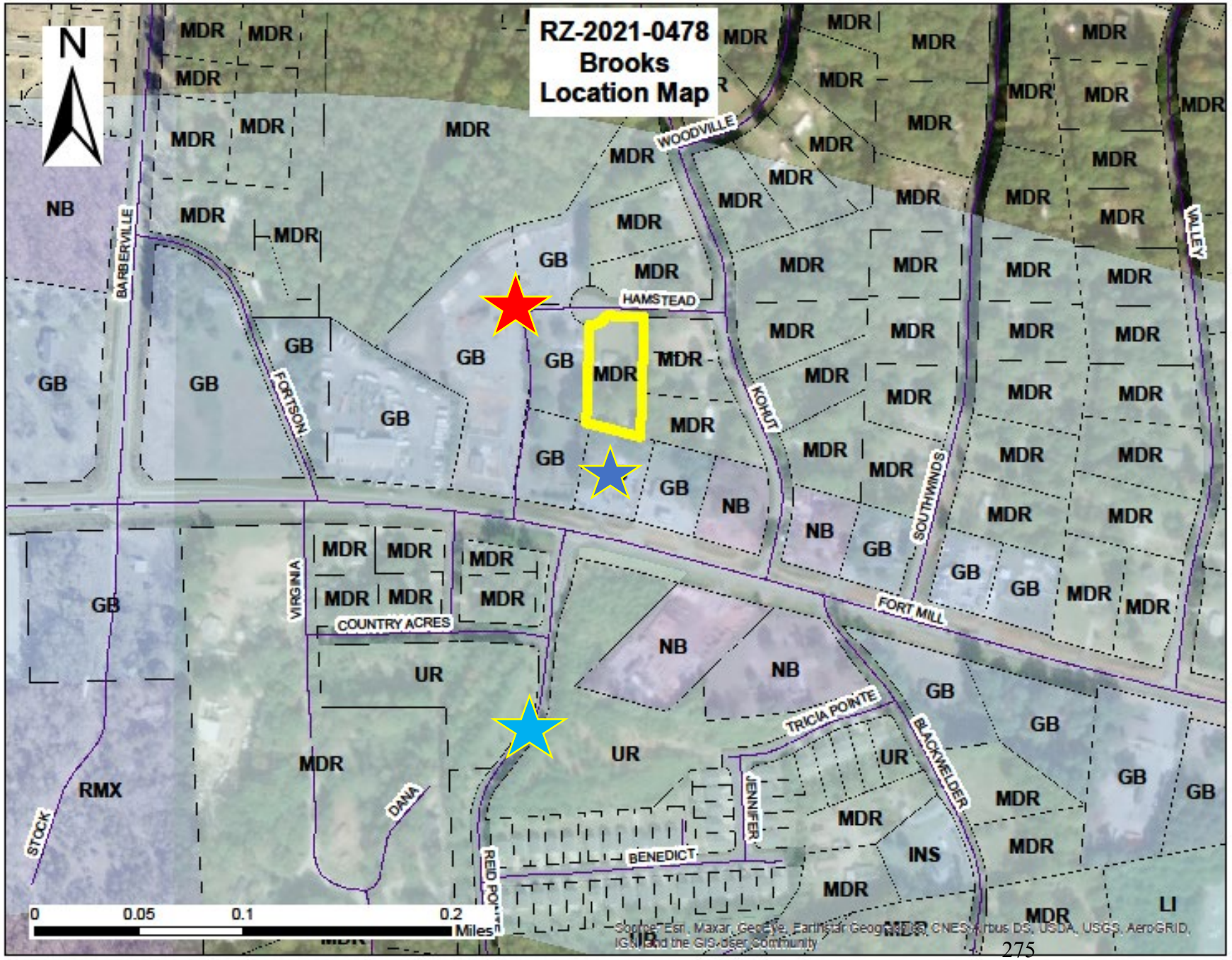
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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.



Lancaster County
South Carolina

Proposal:
Rezone property from MDR to GB

Legend:

- Subject Property
- Best Deals Used Car Sales
- Markham Landscape Products
- Reid Pointe Neighborhood

The Lancaster News

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Memorial contribu- Notes to the family

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My Commission Expires
January 13, 2031

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7. RZ-2021-0651: Application by Michael and Ashley Green to rezone one acre of land located at 2343 Flat Creek Road (TM #0080-00-041.01) from Low Density Residential (LDR) to Rural Residential (RR). The intention is to locate a mobile home on the property.

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Notice was published in The Lancaster
2021.

Notary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1736 / Planning Case Number: RZ-2021-0651
Contact Person / Sponsor: Katie See/Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
The applicant has requested to rezone a parcel one (1) acre in size. The intent is to place a mobile home on the parcel.

Points to Consider:
There are no properties zoned Rural Residential (RR) or Agricultural Residential (AR) within the vicinity of the subject parcel. Staff finds that the proposed rezoning of the property to RR District is not generally compatible with the surrounding area and therefore not consistent with UDO Section 2.3.

Funding and Liability Factors:
N/A

Council Options:
To approve or deny request.

Recommendation:
Planning Commission voted to recommend approval by 5-2 vote at April 20, 2021 meeting.

The Green family pastor provided supporting comments while also introducing a list of nearby property owners that signed letters of support. While the PC ultimately voted to recommended approval of the rezoning in a split vote, the Chairman cited spot zoning concerns at the meeting.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1736	5/3/2021	Ordinance
Staff Report	4/7/2021	Planning Staff Report
Application	4/7/2021	Exhibit
Location Map	3/31/2021	Exhibit
Letter of Opposition	4/7/2021	Exhibit
Letters of Support	4/13/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1736 (Planning Department Case Number: RZ-2021-0651)	4/29/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1736

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A ONE ACRE TRACT OF PROPERTY (TMS# 0080-00-041.01), LOCATED AT 2343 FLAT CREEK ROAD, LANCASTER, SOUTH CAROLINA, FROM LDR, LOW DENSITY RESIDENTIAL DISTRICT, TO RN, RURAL NEIGHBORHOOD DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Michael & Ashley Green, applied to rezone a one acre, more or less, parcel of property located at 2343 Flat Creek Road, Lancaster, South Carolina (TMS # 0080-00-041.01) from LDR, Low Density Residential District, to RN, Rural Neighborhood District.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a 5-2 vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject property is Transitional, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type *"is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers."* The Transitional Future Land Use Category begins with the Roselyn subdivision near Waxhaw Village Road and extends south to Arrowood Road. The Transitional Future Land Use Category and Suburban Single-Family Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area. It serves as the transition future land use designation between the City of Lancaster (Urban) and the majority of Lancaster County (Rural Living). The requested RN district is consistent with the Transitional Future Land Use category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from LDR, Low Density Residential District, to RN, Rural Neighborhood District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0080-00-041.01 (one acre, more or less, portion thereof)

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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Request to rezone one acre of property
PROPERTY LOCATION:	2343 Flat Creek Road (TM# 0080-00-041.01)
CURRENT ZONING DISTRICT:	Low Density Residential (LDR) District
PROPOSED ZONING DISTRICT:	Rural Residential (RR) District
APPLICANT:	Michael & Ashley Green
COUNCIL DISTRICT:	District 3, Billy Mosteller

OVERVIEW:

Proposal

The applicant has requested to rezone a parcel one (1) acre in size. The intent is to place a mobile home on the parcel.

Background

The applicant submitted a request to rezone to RN which was heard by the Planning Commission at the March 16, 2021 meeting. The applicant withdrew their application to rezone to RN and submitted a new application requesting to rezone to RR.

Site Information

The parcel proposed to be rezoned is currently vacant. Access will be provided to the property via a 25' easement across 2347 Flat Creek Road, which is the property in front of the subject property.

Summary of Adjacent Zoning and Uses

The properties are surrounded predominantly by LDR, GB and RN zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	RN	Vacant/Agricultural
South	Lancaster County	LDR	Single-Family Residential
East	Lancaster County	LDR	Single-Family Residential
West	Lancaster County	GB	Tire Shop

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned LDR District. Pursuant to UDO Chapter 2.3, the LDR District *is established to maintain previously developed or approved single-family residential subdivisions and their related recreational, religious, and educational facilities at a density of 1.5 dwelling units per acre. Intended to act as a transitional zoning district between rural living and urban development, these regulations are further intended to discourage any use which would be detrimental to the predominately residential nature of the areas included within the district.*

Requested RR

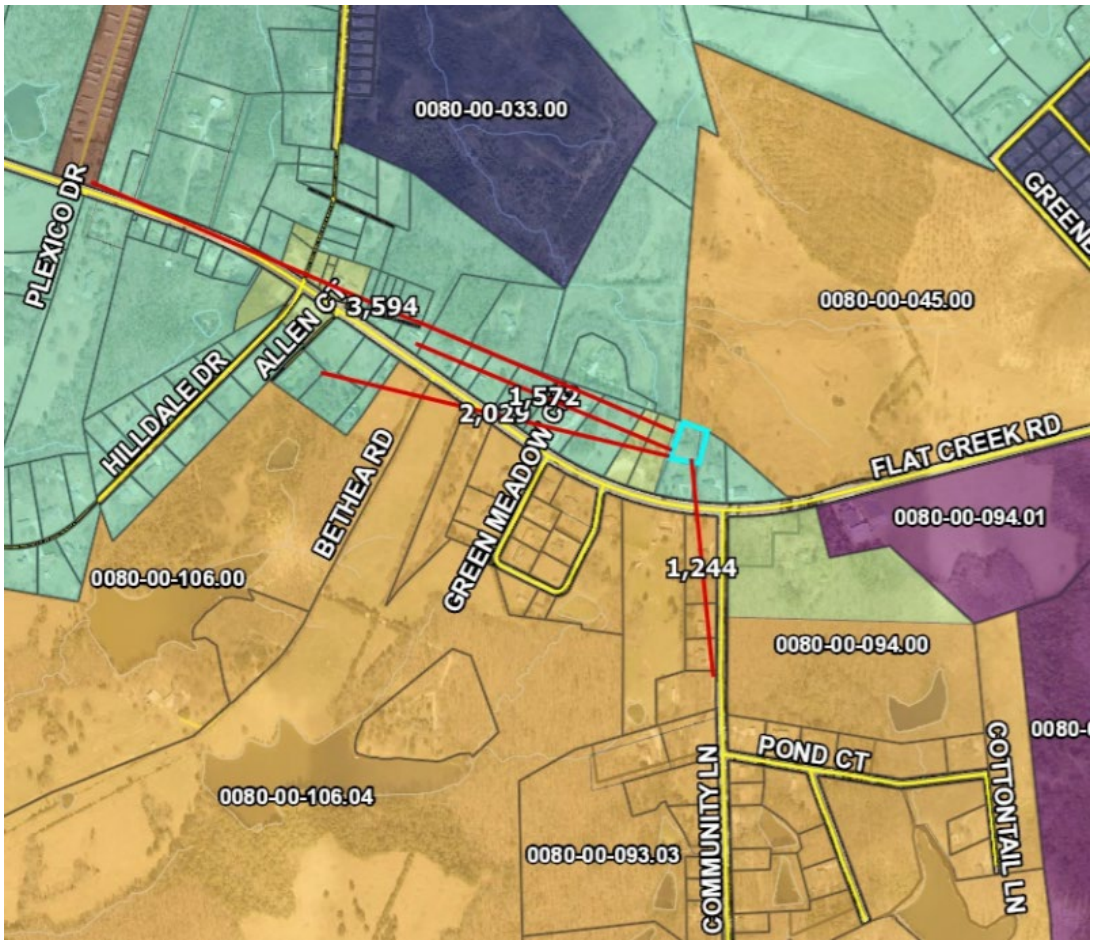
UDO Chapter 2.3 describes the requested RR District *as a district where the principal use of the land is for large rural living tracts of property with an abundance of open space, agricultural lands, and a high degree of separation between buildings.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the LDR, GB and RN Districts. The RR District is intended for large, rural living lots. This area is characterized by single-family homes (predominately stick built) on lots of varying sizes, as well as a Dollar General, tire shop (adjacent to subject property), and church.

Distance to Mobile Homes in Area

At least three manufactured homes and one manufactured home park are located less than three quarters (0.75) of a mile from subject property. Manufactured homes are located within 1,244'; 1,572'; and 2,029' of the subject property, while a manufactured home park is located within 3,594' (0.75) of the subject property.



There are no properties zoned Rural Residential or Agricultural Residential within the vicinity of the subject parcel. Staff finds that the proposed rezoning of the property to RR District is not generally compatible with the surrounding area and therefore not consistent with UDO Section 2.3.

RELATIONSHIP TO PUBLIC PLANS

Lancaster County Comprehensive Plan Consistency

The Future Land Use Category of the subject property is Transitional, which corresponds to the Community Type of Suburban Single-Family Neighborhood. The adopted Comprehensive Plan states that the Suburban Single-Family Neighborhood Community Type "*is formed as subdivisions or communities, with a relatively uniform housing type and density throughout. They may support a variety of single-family detached residential types, from mobile homes to large lot, low-density single-family homes to denser formats of smaller single-family homes. Homes are oriented interior to the neighborhood and typically buffered from surrounding development by transitional uses or landscaped areas. Suburban single-family neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers needed to support these centers*." The Comprehensive Plan further establishes several possible land use considerations representing typical development in this category which are depicted in the table below.

The Transitional Future Land Use Category begins with the Roselyn subdivision near Waxhaw Village Road and extends south to Arrowood Road. The Transitional Future Land Use Category and Suburban Single-Family Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area. It serves as the transition future land use designation between the City of Lancaster (Urban) and the majority of Lancaster County (Rural Living).

The requested RR district is consistent with the Transitional Future Land Use category.

Transitional: Land Use Considerations		
Mobile/Modular Homes	Single-Family Detached Home	Single-Family Attached Home (Townhome/Duplex)
Church	School	Community Park
Community Center/Pool & Recreational Amenities	Natural Area	

INFRASTRUCTURE CONSIDERATIONS

Transportation

There are no issues with traffic generated from this request.

The subject parcel is located north of Flat Creek Road, which is maintained by SCDOT. Both roads are maintained by SCDOT. Traffic volumes on Flat Creek Road are shown below:

STREET	VEHICLES PER DAY		
	2019	**2016**	**2013**
Community Lane to Rocky River Road	7,800	8,300	6,900
S. Market Street to Community Lane	11,700	12,400	11,100
Source: SCDOT Traffic Counts 2009-2019			

Public Utilities

Public water is available to this site. A septic tank would be required.

Public Schools

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

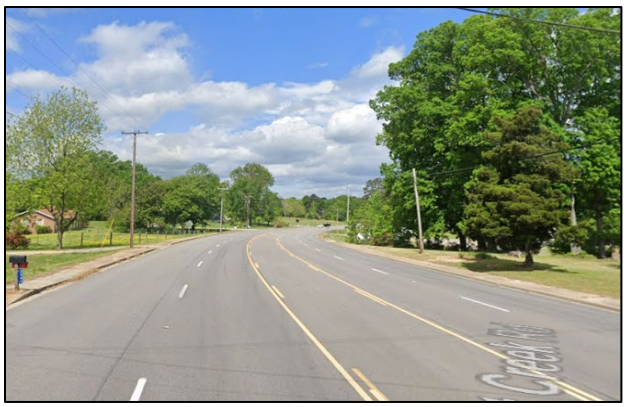
PHOTOS OF PROJECT AREA:



Looking toward subject property which is located behind brick house



Looking south across Flat Creek Road



Looking west along Flat Creek Road



Looking east along Flat Creek Road

STAFF RECOMMENDATION:

Staff recommends **does not recommend** approval of the request to rezone one (1) acre (TM # 0080-00-041.01) from Low Density Residential (LDR) District to Rural Residential (RR) District, pursuant to the following findings of fact:

1. That the subject project consists of the following parcel: TM# 0080-00-041.01;
2. That the subject property is currently zoned LDR District and proposed to be rezoned RR District;
3. That the subject property has a Future Land Use designation of Transitional, and a Community Type of Suburban Single-Family Neighborhood; and
4. That the proposed RR District is not generally consistent with the surrounding area which is comprised of LDR, GB and RN Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Katie See, AICP, Senior Planner
ksee@lancastersc.net | 803-416-9395

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 2343 FLAT CREEK Rd

City Lancaster State SC Zip 29720 Tax Parcel ID _____

Current Zoning LDR Current Use _____

Proposed Zoning RR Total Acres 1 ACRE

Project Description

Want to use our 1 acre of land to put a manufactured home on it with Brick Underpinning

Surrounding Property Description Mostly farmby land, Cows Pasture will be directly behind us, Hwy 903 will be to our South of us, Some wooded areas will be surround us, there are multiple manufactured homes within 2 miles of us.

CONTACT INFORMATION

Applicant Name Michael and Ashley Green

Address 2341 Flat Creek Rd

City Lancaster State SC Zip 29720 Phone 803-320-1231

Fax _____ Email mykolgreen@gmail.com

Property Owner Name Michael and Ashley Green

Address 2343 Flat creek Rd

City Lancaster State SC Zip 29720 Phone 803-320-1231

Fax _____ Email mykolgreen@gmail.com

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

Michael and Ashley Green — Applicant — 3/17/2021 — Date

Michael Green, Ashley Green — Property Owner(s) — 3/17/2021 — 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**

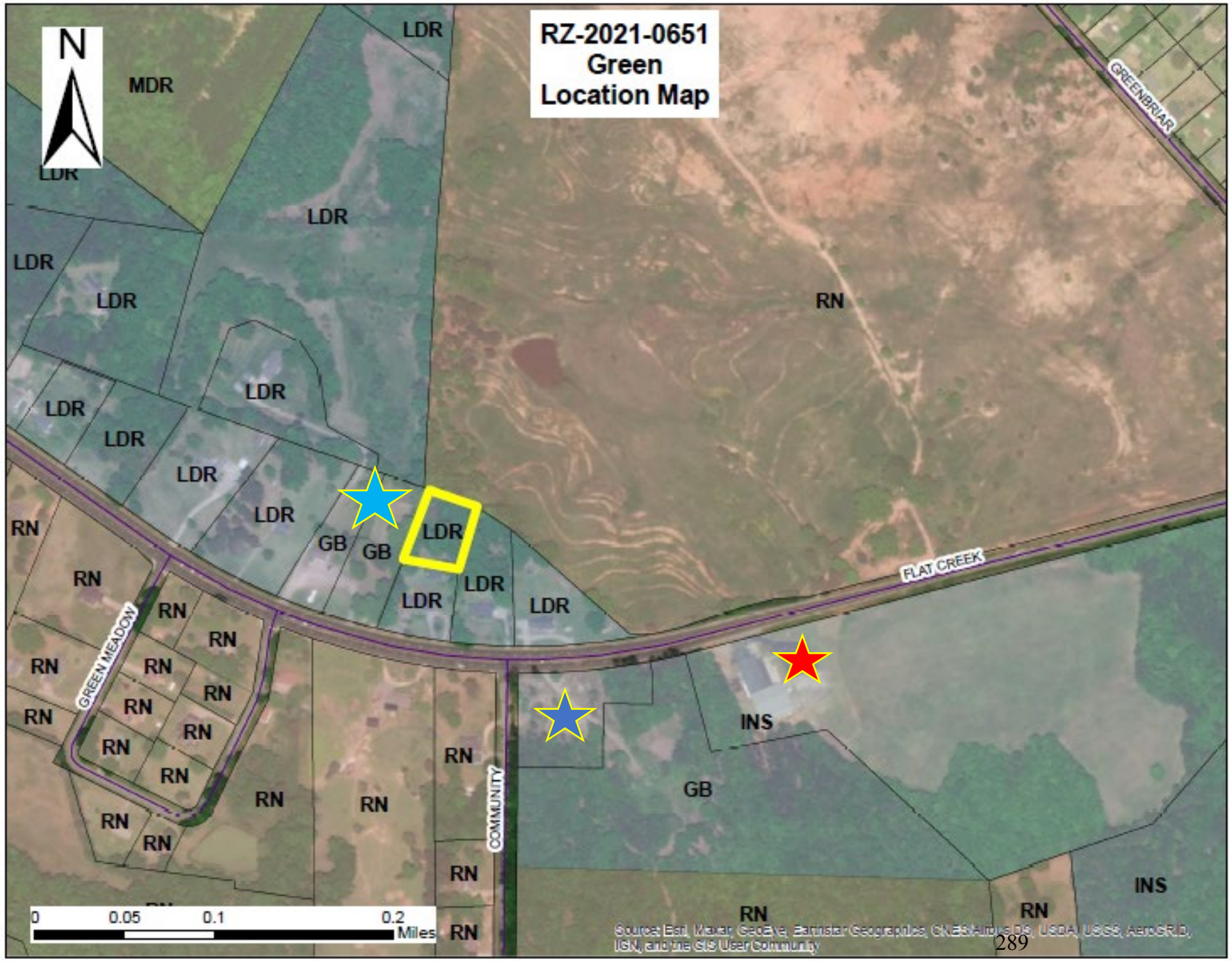
- The deadline for this application is at least 45 days prior to the Planning Commission meeting, held every third Tuesday of the month.
- Once an application is submitted, it is placed on the Planning Commission agenda for the following month.
- An application withdrawal should be made in writing and 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.



Lancaster County
South Carolina

Proposal:
Rezone property from
LDR to RR

Legend:

Subject Property

Dollar General

Destiny Bible Church

Tire Shop

From: Planning Mailbox
To: Katie See
Subject: FW: rezoning request RZ-2021-0289
Date: Wednesday, March 10, 2021 10:57:41 AM
Attachments: LCLogo_c716c29e-f766-46c0-a18c-7d20f2fc6ebd.png

FYI

Planning . Mailbox, *Service Account*
Planning

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

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

www.mylancastersc.org

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, restricted and/or legally privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Lancaster County. Finally, the recipient should check this email and any attachments for the presence of viruses. Lancaster County accepts no liability for any damage caused by any virus transmitted by this email.

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

From: Barry Bowers <sangene35@comporium.net>
Sent: Wednesday, March 10, 2021 7:09 AM
To: Planning Mailbox <Planning@lancastersc.net>
Subject: rezoning request RZ-2021-0289

The Systemcouldn't recognize this email as this is the first time you received an email from this sender sangene35@comporium.net

We understand this is a request for a zoning variance to allow a double wide mobile home to be located on the property of Michael and Ashley Greene. It is our understanding that the only mobile homes allowed in this area are those that were allowed in the past when the zoning restrictions were different. These were grandfathered in and could not be replaced if the original was moved or demolished. One of our neighbors wanted to replaced a mobile home with a new one a few years ago and was denied. We feel that allowing this variance could have a negative effect on our property values. A modular home would be acceptable but not a single or double wide mobile home.

Gene &

Sandra Bowers

Creek Rd

SC 29720

2850

2379 Flat

Lancaster

803-283-

Lancaster County Natural Gas Authority

1010 Kershaw-Camden Highway
P.O. Box 949
Lancaster, South Carolina 29721

Rocky A. Hudson
General Manager

Telephone 803-285-2045

4/8/21

My name is Rocky Hudson. I am the General Manager at Lancaster County Natural Gas Authority. I am writing this letter in support of one of our employees, Mike Green. Mr. Green has asked that some property be re-zoned in order to provide a new home for his family. He has run into some road blocks in this process. This has been a dream for Mr. Green to be able to purchase a new home big enough for his family. His children will now be able to have their own room and the rest of the family is so excited for all of this. This road block has really been a setback for his whole family.

I am asking for the Planning Commission and County Council approve this re-zoning for Mr. Green and his family. He is just asking for this one piece of property to be re-zoned. This property is family land and will not bring down any property values. This home will not be a single wide mobile but a very nice double wide on a foundation and not an eye sore for this area. It will be as nice as some of the other homes in this area. No, not a $400,000 home but a nice addition to the neighborhood.

Mr. Green is a valued Employee here at the Authority and is a fine young man who wants to do right by his family. They are good people and want to better themselves with a larger home and be good neighbors like they always have been. I ride by this area everyday to and from work. This request will not be a down grade to this area.

So, I hope that the Planning Commission and County Council will grant this request for re-zoning for Mr. Green and his family.

Thank You very much

Rocky A. Hudson
803-287-4168
Rocky.hudson@lcngasc.com

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
R. A. HUDSON proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

lcnga

Serving Our County With Comfort

March 15, 2021

To Whom It May Concern,

I am writing to support the rezoning changes necessary to allow the Green family to move a mobile home on Flat Creek Road. The site of this rezoning is close to my home at 2281 Flat Creek Road.

If I can further help support this nice family with their request, please let me know.

Thanks,

Jonathan Phipps

(803)320-9362

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,--

Becky K. Lowery

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
B. K. LOWERY proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,-- Sharon K. Moore

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
S.K MOORE proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature _____

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,--

Mr + Mrs. John Strond

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this 9 day of APRIL, 2021 by JOHN STROND proved to me on the basis of satisfactory evidence to be ~~the person(s)~~ who appeared before me.
Notary Signature _____

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,-- Jope H. Kennington

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
J. H KENNINGTON proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

Date: 04/08/2021

Lancaster County Council

Subject: Rezoning – TM # 0080-00-041.01

Dear Council Members,

Please consider this letter in favor of the rezoning request concerning above referenced parcel from LDR to RR for Michael and Ashley Green.

As a Lancaster County resident, residing at 2302 Flat Creek Road, since March 1978, we are well acquainted with the Green family. The property that was gifted to them for the purpose of establishing a home for their family, is land once owned by my wife's grandfather, Boyce H. Kennington.

The Kennington family has owned this property as well as the surrounding parcels since 1966, including our current residence at 2302 Flat Creek Road. My wife and I also own the property parcels TM # 0080-00-034.01 and TM # 0080-00-040.01, which borders the rezoning request property owned by the Greens

Our family holds in high regards the rights of land ownership, and are thrilled another member of the extended Kennington family wishes to settle down in our neighborhood, continuing the legacy of the Kennington family to future generations.

It is our hope that you will approve their request for rezoning.

Regards,

Reginald M Lowery

803-235-2089

Becky K Lowery

803-287-2667

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
R. B LOWERY proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

March 15, 2021

To Whom It May Concern,

I am writing to support the rezoning changes necessary to allow the Green family to move a mobile home on Flat Creek Road. The site of this rezoning is close to my home at 2281 Flat Creek Road.

If I can further help support this nice family with their request, please let me know.

Thanks,

Jonathan Phipps

(803)320-9362

Jonathan Phipps

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
15 day of MARCH, 2021 by
J PHIPPS proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,--

Hailey Parker
Derek Parker

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
H. PARKER proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,--

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
R. LYN proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,--



State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 20 21 by
D. COOK proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,--

Leigh Starnes

Jacob C Starnes

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
L. STARNES proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

April 8, 2021

Dear Planning and Zoning Commissioner,

This letter is to express our support for the proposed rezoning of the property owned by Mike and Ashley Green at 2343 Flat Creek Rd, Lancaster S.C.

We are aware and have no objection to this new Double Wide mobile home of excellent quality being placed on this property.

We consent and urge you to vote yes on this rezone for this family.

Sincerely,--

State of SC County of LANCASTER
Subscribed and sworn to (or affirmed) before me on this
9 day of APRIL, 2021 by
J. CRISNSHA proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, April 20, 2021, and Monday, May 10, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2740: Application by William Morris to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multi-family

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

Baptist Church, and oth- Lancaster, P.O. Box 889,
er times at the home. Lancaster, SC 29721.
Memorial contribu- Notes to the family

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of April 4, 2021.

Notary Public of South Carolina

My Commission Expires
January 13, 2031

4. RZ-2021-0292: Application by Jose Luis Sanchez to rezone a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a rodeo arena and equestrian facility on the property.

5. RZ-2021-0293: Application by Jose Luis Sanchez to rezone a 5-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a gas station on the property.

6. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

7. RZ-2021-0651: Application by Michael and Ashley Green to rezone one acre of land located at 2343 Flat Creek Road (TM #0080-00-041.01) from Low Density Residential (LDR) to Rural Residential (RR). The intention is to locate a mobile home on the property.

8. RZ-2021-0651: Application by Joyce Brooks to rezone one acre of land located at 923 Hamstead Circle (TM #0006N-0B-010.00) from Medium Density Residential (MDR) to General Business (GB).

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, April 20, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2784: Application by True Homes LLC for a major preliminary plat consisting of 62 single-family detached lots on approximately 40.44 acres. The property to be developed is located on the east side of Lynwood Drive, approximately 0.35 miles north of the intersection of Lynwood Drive and Airport Road and is identified as TM # 0087-00-006.00. The property is zoned MDR.

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

Notice was published in The Lancaster
2021.

Notary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1737 / RZ-2020-2740
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
The applicant has requested to rezone a 6.7-acre parcel from Neighborhood Business (NB) District to Mixed Use (MX) District. The intent is to develop this parcel in conjunction with the adjoining MX parcels to the north and west as a 352-unit multifamily apartment project.

Points to Consider:
The subject property was previously zoned Mixed Use (MX) District in 2019; however it was rezoned to Neighborhood Business (NB) District to accommodate an assisted living development that ultimately did not occur (RZ-2019-0501).

The proposed rezoning would be consistent with the surrounding area, as well as being consistent with the adopted Comprehensive Plan. The rezoning would also bring the surrounding MX land into conformance with the MX District 25-acre size requirement.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed rezoning.

Recommendation:
Staff recommended approval of the request.

The Planning Commission voted unanimously to recommend **approval** of the requested rezoning. The Planning Department also recommended approval.

The Planning Commission discussed traffic concerns, the desire for cross access, and general site planning items. There were no public comments.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1737	5/3/2021	Ordinance
Staff Report	4/13/2021	Planning Staff Report
Ex 1: Application	4/13/2021	Exhibit
Ex 2: Location / Zoning Map	4/13/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1737 (Planning Department Case Number: RZ-2020-2740)	5/2/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1737

AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 6.7 ACRE PARCEL (TMS# 0005-00-091.02), LOCATED AT 182 PATTERSON LANE, LANCASTER, SOUTH CAROLINA, FROM NB, NEIGHBORHOOD BUSINESS DISTRICT, TO MX, MIXED USE DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) William Morris, applied to rezone a 6.7 acre, more or less, parcel of property located at the southwest corner of Patterson Lane and Harrisburg Road, Lancaster, South Carolina (TMS # 0005-00-091.02) from NB, Neighborhood Business District, to MX, Mixed Use District.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed rezoning and, by a unanimous vote recommended approval of the rezoning request.

(c) The Future Land Use Category of the subject properties is Neighborhood Mixed-Use, which corresponds to the following Community Types:

> 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 Suburban Single-Family 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 extends across the northern half of the panhandle, beginning at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area. The requested MX District is consistent with the Neighborhood Mixed-Use Future Land Use Category.

Section 2. Rezoning.

The Official Zoning Map is amended by changing the zoning district classification from NB, Neighborhood Business District, to MX, Mixed Use District, for the following properties as identified by tax map number or other appropriate identifier:

Tax Map No. 0005-00-091.02 (6.7 acre, more or less, portion thereof)

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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL:	Application to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multifamily residential. This application is associated with the companion Master Development Plan MXU-2020-2740 and Development Agreement DA-2020-2740.
PROPERTY LOCATION:	Southwest corner of Patterson Lane and Harrisburg Road (TM# 0005-00-091.02)
CURRENT ZONING DISTRICT:	Neighborhood Business (NB) District
PROPOSED ZONING DISTRICT:	Mixed Use (MX) District
APPLICANT:	William Morris
COUNCIL DISTRICT:	District 7, Brian Carnes

OVERVIEW:

Site Information

The 6.7-acre parcel is located at the southwest corner of Harrisburg Road and Patterson Lane, and is presently vacant. The subject property was previously zoned Mixed Use (MX) District in 2019; however it was rezoned to Neighborhood Business (NB) District to accommodate an assisted living development that ultimately did not occur (RZ-2019-0501).

Proposal

The applicant is desires to have the subject 6.7-acre parcel rezoned from Neighborhood Business (NB) District to Mixed Use (MX) District so that it can be combined with other surrounding MX-zoned parcels to the west and north and developed as a 352-unit multifamily residential project. Once combined with those surrounding parcels, the development site will be approximately 26.4 acres.

Summary of Adjacent Zoning and Uses

The subject property is surrounded by LDR, GB and MX-zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; MX	Vacant; Single-Family Residential
South	Lancaster County	GB; MX	Retail; Multifamily Residential
East	Lancaster County	GB	Retail / Restaurant
West	Lancaster County	MX	Single-Family Residential; Vacant

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned NB District. Pursuant to UDO Chapter 2.3, *the Neighborhood Business District is generally located on thoroughfares and provides opportunities for the*

provision of neighborhood services that serve as an acceptable transition to generally auto-dependent neighborhoods.

Pursuant to UDO Section 2.3, the proposed *Mixed-Use District is established as a pedestrian-scaled, mixed-use district which caters to the everyday needs of nearby neighborhoods, stressing accessibility by automobiles, bicycles, and pedestrians. This district accommodates an active, pedestrian-friendly area of community-scale commercial, residential, office, and civic uses in both vertically mixed-use, as well as free-standing buildings. Retail should be placed at street level, with residential uses in rear or upper stories*.

Compatibility with Surrounding Area

As noted previously, the subject properties are predominately surrounded by the LDR, GB, MX and PDD Districts. This area is characterized by a mixture of vacant/wooded parcels, single-family homes on lots of varying sizes, multifamily development and commercial development.

Staff finds that the proposed rezoning of TM# 0005-00-091.02 from NB to MX District would be consistent with the surrounding area, as well as with UDO Section 2.3. It is also noted that the rezoning would facilitate the development of the subject property along with the adjacent MX-zoned properties to the west and north, which would otherwise not be possible as those properties do not separately meet the 25-acre threshold necessary for development in the MX District.

RELATIONSHIP TO PUBLIC PLANS:

Lancaster County Comprehensive Plan Consistency

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 Suburban Single-Family 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 extends across the northern half of the panhandle, beginning at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

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

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

INFRASTRUCTURE CONSIDERATIONS:

Transportation

As part of the requested rezoning and associated Master Development Plan, the applicant commissioned a Traffic Impact Analysis (TIA) from STV Incorporated. The Analysis provided looked at several key intersections relevant to the project and provided the following:

Intersection	Improvements
US 521 at SC 160 / Overhill Drive	▪ No improvements are recommended at this intersection
SC 160 at Harrisburg Road	▪ No improvements are recommended at this intersection
SC 160 at Lowe's Driveway	▪ No improvements are recommended at this intersection
Harrisburg Road at Patterson Lane / Shopping Center Driveway	▪ Provide a northbound left turn lane with 150 ft of storage and appropriate taper ▪ Provide a eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road / Elmsbrook Lane	▪ Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

It is noted, however, that the County's own consulting engineers have identified a few concerns with regard to the TIA provided by the applicant and noted the following:

- Include the mention of all approaches that fall below the minimum LOS required in the Lancaster County UDO. Tables 4.11 and 4.12 indicate the westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.
- Tables 4.11 and 4.12 also indicate that the Eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C for collector/local roads. Review and revise accordingly.
- Section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.
  - Arterial facilities require a minimum LOS of D.
  - Collector/local facilities require a minimum LOS of C.

In conclusion, the County's consulting engineers note that further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by the UDO, and that this analysis be provided along with recommended improvements in order to meet a minimum LOS requirement.

Public Utilities

Per Lancaster County Water and Sewer District (LCWSD), sewer is available; however downstream improvements will be required in order to serve the proposed development. LCWSD has an existing 16" waterline along Harrisburg Road that will likely need to be extended from its current terminus

approximately 1,500' north of Patterson Lane. Additionally, LCWSD has an existing 2.5" waterline along Patterson Lane that will need to be shown and noted to be abandoned.

Public Schools

The area impacted by the development proposal includes Harrisburg Elementary, Indian Land High and Indian Land Middle, as well as the future Indian Land Intermediate. The Lancaster County School District noted that they currently have high student volume at all levels, but that they anticipate their overcrowding at Harrisburg Elementary and Indian Land Middle to get somewhat better after the opening of IL Intermediate in fall 2021.

PHOTOS OF PROJECT AREA:



Looking west at subject property from Harrisburg Road



Looking along Patterson Lane from Harrisburg Road



Looking south along Harrisburg Rd from Patterson Ln



Looking north along Harrisburg Rd from Patterson Ln

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District, subject to the following findings of fact:

1. That the Zoning Map Amendment consists of 6.7 acres of land located at the southwest corner of Harrisburg Road and Patterson Lane, and consists of TM# 0005-00-091.02;
2. That the Future Land Use Category for the subject property is Neighborhood Mixed Use, and the Community Type is Walkable Neighborhood;
3. That the Zoning Map Amendment would rezone property currently zoned NB District to MX District;
4. That if rezoned to MX, the property could be combined with the adjacent MX-zoned properties to the west and north resulting in an approximately 26.4-acre development site; and
5. That the proposed MX District, as intended to be developed per the companion Development Agreement (DA-2020-2740), will result in a project that is generally consistent with the surrounding area which is comprised of LDR, GB, MX and PDD Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

Robert Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

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 182 Patterson Lane

City Indian Land State SC Zip 29707 Tax Parcel ID 0005-00-00302 SC 29707

Current Zoning NB Current Use Single Family / Agricultural

Proposed Zoning MX Total Acres 6.7

Project Description Rezoning to align with surrounding zoning district. Development of multi-family housing with associated parking and open space.

Surrounding Property Description Mix of commercial use, single family, multi-family uses.

CONTACT INFORMATION

Applicant Name William Morris

Address 2 North 20 Street, Suite 700

City Birmingham State AL Zip 35203 Phone 205.328.9600 ext 101

Fax 205.328.0200 Email wmorris@arlingtonproperties.net

Property Owner Name Donna Patterson

Address 182 Patterson Lane

City Indian Land State SC Zip 29707 Phone

Fax Email

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

W.C. M — 2/2/2021

Applicant — Date

_____ — _____

Property Owner(s) — Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number _____ Date Received _____ Receipt Number _____

Amount Paid _____ Check Number _____ Cash Amount _____

Received By _____ Planning Commission Meeting Date _____

SCHEDULE/PROCESS 1. **Submit Application**

- The deadline for this application is at least 30 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.

2. **Planning Commission**

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

3. **County Council**

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

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.01
Mark Bing

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)
Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.06
Derek S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)
Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.01
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed): Renji George

My commission expires: 04-10-2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal)

(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC

Zoning Map Amendment and Mixed-Use Master Development Plan Applications

Additional Property Owner Signatures

Parcel: 0005-00-091.05
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.04
Jonna P. Barber

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Jonna P Barber
Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) R.
(Official Signature of Notary)
Notary's Name (printed): Renji George

My commission expires: 04-10-2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC

Zoning Map Amendment and Mixed-Use Master Development Plan Applications

Additional Property Owner Signatures

Parcel: 0005-00-096.00
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)
Notary's Name (printed): Crystal S. Campbell
My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL
NOTARY PUBLIC
EXP. March 11, 2026
SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)

Notary's Name (printed): Crystal S. Campbell

My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL
NOTARY PUBLIC
Exp. March 11, 2026
SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R. Date
(Official Signature of Notary)

Notary's Name (printed): DEANA R. DATE

My commission expires: 04-24-2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-096.00
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R. Date
(Official Signature of Notary)
Notary's Name (printed): DEANA R. DATE

My commission expires: 04.24.2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Location Map

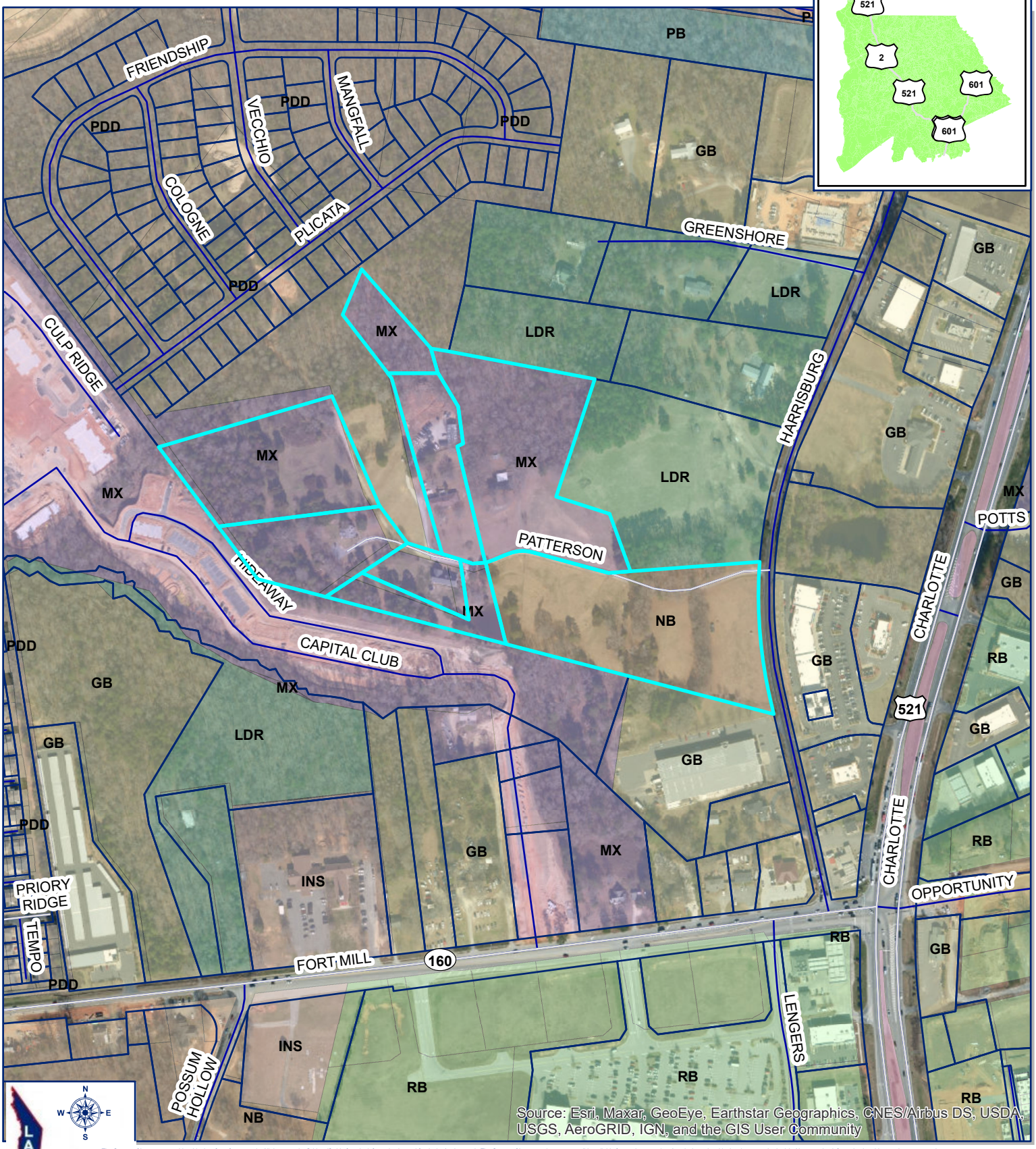
Case Number: RZ-2020-2740; MXU-2020-2740; DA-2020-2740

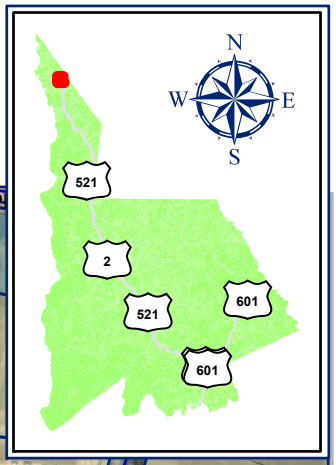
Proposal: Rezoning of one parcel from NB to MX; and a mixed use development for 352 multifamily residential units with associated development agreement.

TM#: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

Map Date: March 31, 2021

Map Created by: RT





The County of Lancaster provides this data for reference only. All data must be field verified before the information is used for design/project work. The County of Lancaster is not responsible or liable for any inaccuracies. Any design using this data is at users' sole risk. Also note that information is subject to change at any time.

0 0.02 0.04 0.08 0.12 0.16 Miles

0 137.5 275 550 825 1,100 Feet

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

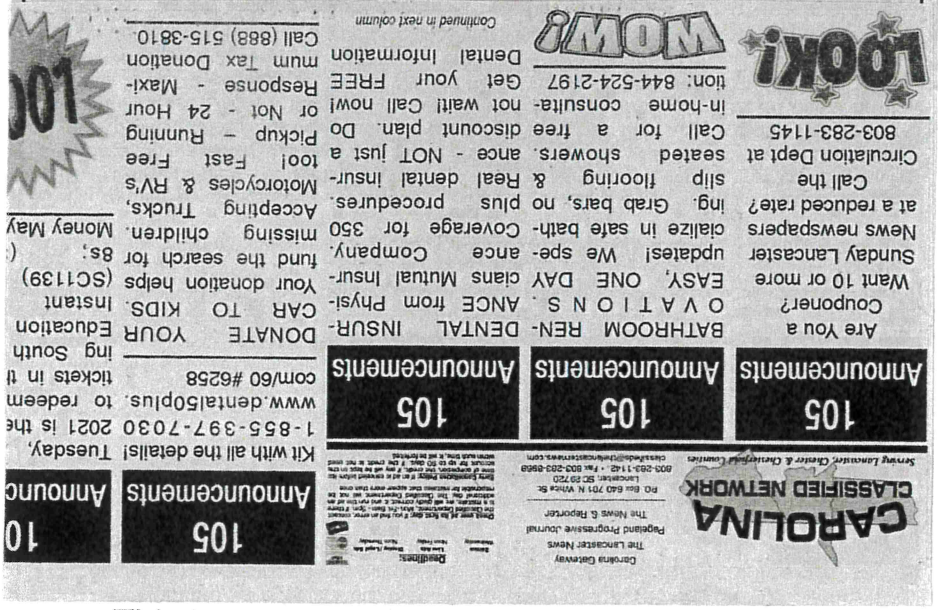
PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, April 20, 2021, and Monday, May 10, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2740: Application by William Morris to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multifamily residential. This application is associated with the companion Master Development Plan MXU-2020-2740 and Development Agreement DA-2020-2740.

2. MXU-2020-2740: Application by William Morris to approve a Master Development Plan and Preliminary Plat for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

3. DA-2020-2740: Application by William Morris to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 352-unit (13.4 dwelling units per acre), multifamily apartment development located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Master Development Plan MXU-2020-2740.



This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of April 7, 2021

Benita G Crumbs
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Lancaster, SC 29721
803-283-1133

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2. MXU-2020-2740: Application by William Morris to approve a Master Development Plan and Preliminary Plat for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

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4. RZ-2021-0292: Application by Jose Luis Sanchez to rezone a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a rodeo arena and equestrian facility on the property.

5. RZ-2021-0293: Application by Jose Luis Sanchez to rezone a 5-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a gas station on the property.

6. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

7. RZ-2021-0651: Application by Michael and Ashley Green to rezone one acre of land located at 2343 Flat Creek Road (TM #0080-00-041.01) from Low Density Residential (LDR) to Rural Residential (RR). The intention is to locate a mobile home on the property.

8. RZ-2021-0651: Application by Joyce Brooks to rezone one acre of land located at 923 Hamstead Circle (TM #0006N-0B-010.00) from Medium Density Residential (MDR) to General Business (GB).

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, April 20, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2784: Application by True Homes LLC for a major preliminary plat consisting of 62 single-family detached lots on approximately 40.44 acres. The property to be developed is located on the east side of Lynwood Drive, approximately 0.35 miles north of the intersection of Lynwood Drive and Airport Road and is identified as TM # 0087-00-006.00. The property is zoned MDR.

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

published in CAROLINA

of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1738 / Planning Case Number: MXU-2020-2740
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
The development proposal consists of demolishing all existing improvements on-site in order to facilitate the development of 352 apartments within ten buildings (two 4-story apartment buildings; five 3-story apartment buildings; one 4-story apartment court building; and two 3-story townhome buildings) at a density of 13.33 dwelling units per acre. The development proposal would also include the construction of a private road extending from Patterson Lane to the west end of the property; 700 parking spaces, including 101 on-street parking spaces; approximately 73,959 square feet of programmed open space; as well as the requisite street trees and other landscaping and site lighting.

Points to Consider:
Generally, the proposed Master Development Plan meets the required "finding of fact" as set forth in Unified Development Ordinance Section 9.2.9.B.8. However, the sidewalks within the development leading toward Harrisburg Road will need to be redesigned so as to adequately accommodate pedestrian connectivity.

A Traffic Impact Analysis (TIA) was submitted as a part of this application. The TIA was reviewed by the County's consultant and updated to address the concerns identified as part of that review. The County's consultant has subsequently approved the revised TIA, including its recommended improvements.

Funding and Liability Factors:
N/A

Council Options:
To approve or disapprove the proposed Master Development Plan.

Recommendation:
The Planning Commission voted 7-0 to recommend **approval** of the proposed Master Development Plan subject to those same conditions recommended by Staff (see below) at the April 20, 2021 meeting.

The Planning Commission discussed traffic concerns, the desire for cross access, and general site planning items. There were no public comments.
Staff recommended approval of the proposed Master Development Plan, subject to the following conditions:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted so as to be able to accommodate future road and landscape improvements; and
4. That the applicant provides a “Highland Acreage” calculation prepared by an engineer or surveyor.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1738	5/3/2021	Ordinance

Staff Report	4/13/2021	Planning Staff Report
Ex 1: Application	4/13/2021	Exhibit
Ex 2: Location / Zoning Map	4/13/2021	Exhibit
Ex 3: Master Development Plan	4/13/2021	Exhibit
Ex 4: Traffic Impact Analysis	4/13/2021	Exhibit
Ex 5: Traffic Impact Analysis Review Memo	4/13/2021	Exhibit
Ex 6: Traffic Impact Analysis Review Response	4/30/2021	Exhibit
Public Hearing Notice for Ordinance 2021-1738 (Planning Department Case Number: MXU-2020-2740)	5/2/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1738

AN ORDINANCE

TO APPROVE THE MASTER DEVELOPMENT PLAN SUBMISSION OF ARLINGTON PROPERTIES, INCORPORATED, FOR A PROPOSED 352-UNIT APARTMENT DEVELOPMENT CURRENTLY KNOWN AS "PATTERSON LANE MF" AND LOCATED ON APPROXIMATELY 26.4 ACRES, MORE OR LESS, AND LOCATED AT THE INTERSECTION OF PATTERSON LANE AND HARRISBURG ROAD (TMS #'S 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 AND 0005-00-096.00).

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Arlington Properties, Inc., has submitted a Master Development Plan for a proposed 352-unit apartment development (comprised of two 4-story apartment buildings; five 3-story apartment buildings; one 4-story apartment court building; and two 3-story townhome buildings) located upon 26.4 acres, more or less, of real property currently zoned Mixed-Use District (MX) with the exception of a 6.4 acre or real property (TMS# 0005-00-091.02) that applicant also seeks to rezone to MX in support of this project by Ordinance 2021-1737. The properties are located at the intersection of Patterson Land and Harrisburg Road.

(b) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Master Development Plan and, by a unanimous vote recommended approval of the Master Development Plan subject to the following conditions of approval:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted to accommodate future road and landscape improvements; and
4. That the applicant provides a "Highland Acreage" calculation prepared by an engineer or surveyor.

(c) The Future Land Use Map identifies these properties as Neighborhood Mixed Use. The proposed Master Development Plan will result in development that is consistent with the Neighborhood Mixed-Use Future Land Use Category, as well as the land use considerations set forth in the Walkable Neighborhood Community Type. Accordingly, the Master Development Plan is consistent with the Comprehensive Plan.

(d) The Master Development Plan satisfies each of the findings of fact required in the Unified Development Ordinance ("UDO") Section 9.2.9.B.9

Section 2. Master Development Plan Approval.

The Master Development Plan is approved subject to the same conditions of approval recommended by the Planning Commission:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted to accommodate future road and landscape improvements; and
4. That the applicant provides a "Highland Acreage" calculation prepared by an engineer or surveyor.

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 supersede all other provisions and this ordinance is controlling.

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

<SIGNATURE PAGE FOLLOWS>

AND IT IS SO ORDAINED

Dated this _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading:	May 10, 2021
Public Hearing:	May 10, 2021
Second Reading:	May 24, 2021
Third Reading:	June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

PROPOSAL: Application by William Morris to approve a Master Development Plan for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land. This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

PROPERTY LOCATION: Intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00).

CURRENT ZONING: Mixed Use (MX) District

APPLICANT: William Morris

COUNCIL DISTRICT: District 7, Brian Carnes

OVERVIEW:

Site Information

The 26.4-acre site is comprised of six parcels on the west side of Harrisburg Road and generally along Patterson Lane. The site is predominantly zoned Mixed Use (MX) District with one parcel zoned Neighborhood Business (NB) District; however this parcel is the subject of RZ-2020-2740 which would see it rezoned to MX District. The site consists of several single-family residences and vacant land.

Proposal

The development proposal consists of demolishing all existing improvements on-site in order to facilitate the development of 352 apartments within ten buildings (two 4-story apartment buildings; five 3-story apartment buildings; one 4-story apartment court building; and two 3-story townhome buildings) at a density of 13.33 dwelling units per acre. The development proposal would also include the construction of a private road extending from Patterson Lane to the west end of the property; 700 parking spaces, including 101 on-street parking spaces; approximately 73,959 square feet of programmed open space; as well as the requisite street trees and other landscaping and site lighting.

Summary of Adjacent Zoning and Uses

The subject property is surrounded by LDR, GB and MX-zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	LDR; PDD	Vacant; Single-Family Residential
South	Lancaster County	GB; MX	Retail; Multifamily Residential
East	Lancaster County	LDR; GB	Single-Family Residential; Retail / Restaurant
West	Lancaster County	MX; PDD	Multifamily Residential; Vacant

ANALYSIS & FINDINGS:

Pursuant to Unified Development Ordinance (UDO) Section 9.2.9.B.8, the Planning Commission shall hold a public hearing on Master Development Plan proposals. Further, pursuant to UDO Section 9.2.9.B.9, the Planning Commission may approve, deny or approve with conditions the application for a Master Development Plan; however no Master Development Plan shall be approved unless the following "findings of fact" can be made:

a. Consistency with Comprehensive Plan*. All mixed use development shall be designed, constructed and maintained in conformance with the applicable guidelines and standards established by the Lancaster County Comprehensive Plan.*

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 Suburban Single-Family 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 extends across the northern half of the panhandle, beginning at Highway 75/Waxhaw Highway. The Neighborhood Mixed-Use Future Land Use Category and Walkable Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

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

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

The proposed Master Development Plan would result in development that is consistent with the Neighborhood Mixed-Use Future Land Use Category, as well as the land use considerations set forth for the Walkable Neighborhood Community Type. Accordingly, staff finds that the Master Development Plan is consistent with the Comprehensive Plan.

b. Integration with Transportation System*. Mixed use developments shall be designed to integrate into the adjacent transportation system relative to:*

i. Pedestrian connections to ensure accessibility to current or future transit service, if applicable;
ii. Connectivity to existing and future roadways, sidewalks and pathways;
iii. Complete streets roadway design that accommodates multiple transportation modes;
iv. Strategic locations of parking lots and structures;
v. Compatibility with the regional transportation system of arterials and collectors; and
vi. Access management to provide internal connections between uses and prohibit individual driveway access to perimeter roads.

The proposed Master Development Plan consists of its own private road (designed consistent with the requirements of the UDO) which connects to the existing Patterson Lane which, in turn, connects to Harrisburg Road. There are no connections to adjacent properties as the adjacent Capitol Club property to the south was not previously required to provide for cross access to this property and is unwilling to allow for cross access at this time; and the adjacent PDD to the north and west was also not designed for cross access to this property and has a considerable amount of open space adjacent to this project. The development does provide for potential cross access to the adjacent property to the north fronting on Harrisburg Road and owned by Robert Barr.

In addition to the above, the Plan does generally propose sidewalks throughout the development; however these sidewalks do not directly connect to the proposed sidewalk along Harrisburg Road. In order to get from the roundabout to Harrisburg Road via sidewalk, pedestrians would need to go into and through Building 2 and then into and through Building 1, or walk through the parking lot and then into and through Building 1, or walk in the vehicular travel lanes of Patterson Lane. None of these are acceptable scenarios and the project must be redesigned so as to adequately accommodate pedestrian connectivity.

As part of the proposed Master Development Plan and its associated rezoning, the applicant commissioned a Traffic Impact Analysis (TIA) from STV Incorporated. The Analysis provided looked at several key intersections relevant to the project and provided the following:

Intersection	Improvements
US 521 at SC 160 / Overhill Drive	▪ No improvements are recommended at this intersection
SC 160 at Harrisburg Road	▪ No improvements are recommended at this intersection
SC 160 at Lowe's Driveway	▪ No improvements are recommended at this intersection
Harrisburg Road at Patterson Lane / Shopping Center Driveway	▪ Provide a northbound left turn lane with 150 ft of storage and appropriate taper ▪ Provide a eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road / Elmsbrook Lane	▪ Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

It is noted, however, that the County's own consulting engineers have identified a few concerns with regard to the TIA provided by the applicant and noted the following:

- Include the mention of all approaches that fall below the minimum LOS required in the Lancaster County UDO. Tables 4.11 and 4.12 indicate the westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.
- Tables 4.11 and 4.12 also indicate that the Eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C for collector/local roads. Review and revise accordingly.
- Section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.
    - Arterial facilities require a minimum LOS of D.
    - Collector/local facilities require a minimum LOS of C.

In conclusion, the County's consulting engineers note that further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by the UDO, and that this analysis be provided along with recommended improvements in order to meet a minimum LOS requirement.

Based upon all of the above, at this time Staff cannot find that the proposed Master Development Plan is consistent with the required "finding of fact" pertaining to Integration with the Transportation System.

c. Impact on Infrastructure*. The development is staged in a manner that allows for and facilitates the timely provision of public utilities, facilities and services.*

The Lancaster County Water and Sewer District (LCWSD) has reviewed the proposed Master Development Plan and has commented that downstream improvements will be required in order to serve the proposed development. LCWSD has an existing 16" waterline along Harrisburg Road that will likely need to be extended from its current terminus approximately 1,500' north of Patterson Lane. Additionally, LCWSD has an existing 2.5" waterline along Patterson Lane that will need to be shown and noted to be abandoned.

d. Compatibility of Uses and Structures*. The mixed use development is planned so land uses and densities create an appropriate transition to existing or planned uses and densities on adjoining properties.*

The surrounding uses to the south, east and west consist of multifamily residential or commercial uses. As such, there are no compatibility concerns. To the north, however, are vacant lands. The vacant lands to the northwest are a part of the Avondale PDD neighborhood and are not approved for further development; therefore staff has no compatibility concerns. The vacant lands to the northeast consist of two parcels zoned for single-family development. One of these parcels would be adjacent only to an open space area for the proposed development, while the other would be in close proximity to four different buildings within the proposed development ranging between approximately 45' and 100' away. Accordingly, staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

e. General Site Design*: The following characteristics shall be incorporated into the mixed-use development:*

i. Pedestrian accessibility/concentration of development (critical mass) in a compact, walkable area.
- *Uses are concentrated to promote convenient pedestrian access. Large projects concentrate uses in multiple nodes, each preferably within a quarter-mile diameter.*
- *Pedestrian circulation is clearly defined and connects all uses.*
- *Bicycle and pedestrian access are provided to adjacent developments.*
- *Sidewalks are provided on each side of rights-of-way or private streets throughout the development.*
- *Strip commercial development characterized by single story uncoordinated, unconnected buildings with large street frontage parking lots is specifically prohibited. Strip malls with uncoordinated, unconnected out parcels are prohibited. All structures are fully integrated into the mixed use project through common design themes (including, but not limited to, lighting, benches, landscaping, other decorative features but not necessarily building design), integration with a variety of uses, nonlinear arrangement, common spaces, pedestrian walkways, vehicular access connections and other features.*

ii. Plazas, courtyards and other common areas are provided for public gathering and interaction. Amenities, such as benches, planters, lighting, fountains, art and landscaping that further the design theme of the project and encourage interaction shall be provided.

iii. Mixed use projects require special attention to building design because of the relationship of land uses in close proximity. Functional integration of residential and commercial uses shall be considered during design of mixed use projects. The following standards are intended to guide development of mixed-use projects:

- *The mixed use development shall be designed and developed to provide an appropriate interrelationship between the various uses and structures within the development through the use of complementary materials, unified streetscape treatment, buffering, connectivity for vehicular and pedestrian movement, building orientation, parking location and height transition.*
- *Residential and commercial uses may be located within the same or adjoining structures, provided applicable health and safety regulations are followed.*
- *Structures shall provide architectural relief and interest, with emphasis at building entrances and along sidewalks, to promote and enhance a comfortable pedestrian scale and orientation. Structures shall have consistent scale and massing to create a unified project. Compatibility with the immediate context is required. However, gradual transitions in scale and massing are permitted.*
  - *Blank walls shall be avoided by including ground floor windows, recesses, extensions and breaks in roof elevation.*
  - *Design shall provide differentiation between ground level spaces and upper stories. For example, bays or balconies for upper levels, and awnings, canopies or other similar treatments for lower levels can provide differentiation. Variation in building materials, trim, paint, ornamentation, windows, or other features such as public art, may also be used.*
  - *Design shall ensure privacy in residential sectors through effective window placement, soundproofing, landscape screening or orientation of outdoor living areas (e.g., balconies,*

porches and patios). Opposite facing windows at close distances should be offset vertically or horizontally, or employ appropriate materials (e.g., glazed or tinted) to protect privacy.

As discussed previously with regard to required "finding of fact" b, the Master Plan does generally propose sidewalks throughout the development; however these sidewalks do not directly connect to the proposed sidewalk along Harrisburg Road without going into and through two separate buildings. Further, the development does denote that programmed open space will be provided; however the details of these open spaces have not been established. Accordingly, staff cannot find that the proposed Master Plan is consistent with the required "finding of fact."

f. *Housing diversity shall be required within the district - At least two (2) different residential types (attached, detached, multiple family, or two family) with a range of prices and sizes shall be incorporated into the development. Single-family lot sizes shall be varied to provide a mixture of lot sizes.*

As previously noted the Master Development Plan consists of 352 apartments within ten buildings. Seven of these buildings will be the Apartment Building typology, one will be of the Apartment Court typology, and the final two will be of the Townhome typology. Staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

g. *Permitted flexibility in lot sizes, setbacks, street widths and landscaping shall result in a more livable development, preservation of natural features and creation of open space consistent with the policies of the comprehensive plan and this ordinance.*

No flexibility has been requested as part of this Master Development Plan.

h. *Mixed-use developments shall not be gated and shall be interconnected to surrounding developments. Mixed-use projects shall be designed as an integral part of the surrounding community and not as an isolated development.*

The proposed Master Development Plan does not propose to gate or otherwise limit access to the property. As previously noted, the development has no opportunities to connect to existing developed or developing properties, but does provide for an opportunity for a connection to the adjacent property immediately to the north along Harrisburg Road should it ultimately be developed. Staff finds that the proposed Master Development Plan is consistent with the required "finding of fact."

COMMUNITY MEETING:

The applicant held a community meeting on Thursday, April 1, 2021, at Pleasant Hill United Methodist Church (238 Fort Mill Highway). Approximately 15 members of the public were in attendance. In general, there was not a great deal of concern noted by surrounding property owners with regard to the project; however some did express concerns with regard to traffic patterns entering and exiting the proposed development.

PHOTOS OF PROJECT AREA:



Looking west at subject property from Harrisburg Rd



Looking along Patterson Lane from Harrisburg Rd



Looking south along Harrisburg Rd from Patterson Ln



Looking north along Harrisburg Rd from Patterson Ln

STAFF RECOMMENDATION:

Staff recommends **approval** of the request for a Master Development Plan for the proposed 352-unit multifamily development located on approximately 26.4 acres of land, subject to the following conditions of approval and pursuant to the following findings of fact:

Findings of Fact:

1. That the subject property consists of 26.4 acres of land located on the west side of Harrisburg Road and generally along Patterson Lane (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00);
2. That the subject property has a Future Land Use Category of Neighborhood Mixed Use with a Community Type of Walkable Neighborhood;
3. That, should the companion rezoning application RZ-2020-2740 be approved, the entirety of the subject property would be zoned Mixed Use (MX) District; and
4. That the proposed Master Development Plan will meet the required "findings of fact" as set forth in UDO Section 9.2.9.B.9, subject to complying with the following conditions of approval.

Conditions of Approval:

1. That the Traffic Impact Analysis is revised pursuant to the Review Memo, and that the County and SCDOT approve the revised Traffic Impact Analysis;
2. That that sidewalks within the development are modified so that they connect to Harrisburg Road without the need to go into and through buildings;
3. That the location of Building 1 along Harrisburg Road is adjusted so as to be able to accommodate future road and landscape improvements; and
4. That the applicant provides a "Highland Acreage" calculation prepared by an engineer or surveyor.

ATTACHMENTS:

1. Application
2. Location Map/ Zoning Map
3. Master Development Plan
4. Trip Generation Analysis
5. Trip Generation Analysis Review Memo

STAFF CONTACT:

Robert G. Tefft, Senior Planner
rtefft@lancastersc.net | 803-416-9394

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

MASTER DEVELOPMENT PRELIMINARY PLAT
MIXED-USE DISTRICT

APPLICATION AND APPROVAL PROCESS:

1. **Know what needs to be shown on the plan.**
   - **a.** Plans must be reviewed by Lancaster County to ensure they meet the design standards in the UDO.
   - **b.** Check the UDO for minimum lot width, lot area, building setback, and landscape buffer width requirements.
2. **Submit the following.**

   ☐ Five (5) paper copies of Master Development Preliminary Plat and Supporting Data.

   ☐ One (1) PDF copy of Master Development Preliminary Plat and Supporting Data.
3. **After the plan is approved:**
   - **a.** You will be notified by email or phone.
   - **b.** Pick up the approved plan from the Planning Department.

PROJECT INFORMATION

Project Address/Location: 182 Patterson Lane, Indian Land, SC 29707

Tax Map ID/Parcel No.: 0005-00-091.02 | 0005-00-096.00| 0005-00-091.05 | 0005-00-091.01 | 0005-00-091.04 | 0005-00-091.06

Project Description: Development of multi-family housing with associated parking and open space.

Applicant Name: William Morris

Address: 2 North 20 Street, Suite 700, Birmingham, AL, 35203

Phone: 205.328.9600 ext 101 Fax: 205.328.0200 Email: wmorris@arlingtonproperties.net

Property Owner Name: Donna Patterson

Address: 182 Patterson Lane, Indian Land, SC 29707

Phone: _____ Fax: _____ Email: _____

Other Project Contacts: _____

Name: Rob Keidel (Civil Engineer) | Dennis Walls (Landscape Architect)

Address: 223 North Graham Street, Charlotte, NC 28202

Phone: 704.333.0325 Fax: _____ Email: rkeidel@landdesign.com | dwalls@landdesign.com

Name:_____

Address: _____

Phone:_____ Fax:_____ Email: _____

_____ _____

Applicant Signature Property Owner Signature

2/2/2021 _____

Date Date

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

1. **General Information**
   a. Date, north point, and scale
   b. Name and firm address of the professional individual responsible for preparing master development plan
   c. Name and address of the property owner or applicant
   d. Location sketch
   e. Legal description of the subject property
   f. Size of subject property in acres (square feet if less than two (2) acres)
   g. Boundary survey
   h. Preparer's professional seal
2. **Existing Conditions**
   a. Existing zoning classification of subject property
   b. Property lines and required setbacks (dimensioned)
   c. Location, width and purpose of all existing easements
   d. Location and dimension of all existing structures on the subject property
   e. Location of all existing driveways, parking areas and total number of existing parking spaces on subject property
   f. Abutting street right-of-way width
   g. Location of all existing structures, driveways, and parking areas within 100 feet of the subject property's boundary
   h. Location of all existing structures, driveways, and parking areas within 300 feet of the subject property's boundary
   i. Existing water bodies (lakes, rivers, creeks, wetlands, etc.)
   j. Existing landscaping and vegetation on the subject property, including a tree survey, if required
   k. Size and location of existing utilities

l. Location of all existing surface water drainage facilities

3. Proposed Development

a. Location and dimensions of all proposed buildings

b. Location of all proposed drives (including dimensions and radii), acceleration/deceleration lanes, sidewalks, walls, fences, signs, exterior lighting, curbing, parking areas (including dimensions of a typical parking space and the total number of spaces to be provided), and unloading areas

c. Recreation areas, common use areas, dedicated open space and areas to be conveyed for public use

d. Floodplain areas and basement and finished floor elevations of all buildings

e. Landscape plan (showing location of proposed materials, size and type)

f. Layout and typical dimensions of proposed parcels and lots

g. Number of proposed dwelling units (by type)

h. Number and location of affordable dwelling units

i. All deed restrictions or covenants

j. Brief narrative description of the project including proposed use, existing floor area (square feet), size of proposed expansion (square feet), and any change in the number of parking spaces

k. Lighting plan

4. Engineering

a. Location and size of proposed utilities, including connections to sewer and water supply systems

b. Location and type of all proposed surface water drainage facilities

c. Grading plan at no more than two foot contour intervals[1]

d. Proposed streets (including pavement width, materials, and easement or right-of-way dimensions)

5. Building Details

a. Typical elevation views of all sides of each building type

b. Gross and net floor area

c. Elevation views of building additions

d. Building height

e. Building materials

6. Additional Information

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

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.01
Mark Bing

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)
Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.06
Derek S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)
Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.01
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed): Renji George

My commission expires: 04-10-2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)
Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

RENJI GEORGE NOTARY PUBLIC SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.05
Donna S. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Donna S. Patterson

Property Owner Signature

1-29-21

Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) _____
(Official Signature of Notary)

Notary's Name (printed):

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.04
Jonna P. Barber

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Jonna P Barber
Property Owner Signature

1-29-21
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 29th day of January, 2021.

(Official Seal) R.
(Official Signature of Notary)
Notary's Name (printed): Renji George

My commission expires: 04-10-2024

Renji George
Notary Public
State of South Carolina
My Commission Expires April 10th, 2024

Lancaster County, SC

Zoning Map Amendment and Mixed-Use Master Development Plan Applications

Additional Property Owner Signatures

Parcel: 0005-00-096.00
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)

Notary's Name (printed): Crystal S. Campbell

My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL NOTARY PUBLIC EXP. March 11, 2026 SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Dallene P. Smith

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Dallene P. Smith
Property Owner Signature

1/29/2021
Date

SOUTH CAROLINA)
COUNTY OF ~~LANCASTER~~ Lexington)

Sworn to and subscribed before me this the 29 day of January, 2021.

(Official Seal) Crystal S. Campbell
(Official Signature of Notary)

Notary's Name (printed): Crystal S. Campbell

My commission expires: 03-11-2026

CRYSTAL S. CAMPBELL
NOTARY PUBLIC
Exp. March 11, 2026
SOUTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-091.02
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is the parcel of land that is subject to the Zoning Map Amendment Application and is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application, and the request for entry of a Development Agreement (collectively the "Applications") submitted by of Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R. Date
(Official Signature of Notary)
Notary's Name (printed): DEANA R. DATE

My commission expires: 04-24-2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Lancaster County, SC
Zoning Map Amendment and Mixed-Use Master Development Plan Applications
Additional Property Owner Signatures

Parcel: 0005-00-096.00
Alan D. Patterson

The undersigned, as the owner of the parcel of land referenced above, which is one of the parcels subject to the Mixed-Use Master Development Plan Application and Preliminary Plat Application and the request for entry of a Development Agreement (collectively the "Applications") submitted by Arlington Properties, Inc. for Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00, hereby confirms his/her joinder in the Applications, as well as the Zoning Map Amendment Application for Parcel 0005-00-091.02, with Lancaster County. Arlington Properties, Inc. has a contract to purchase my parcel of land referenced above and has my authority to take all actions, to file such other and further materials as may be necessary, and to appear on my behalf in connection with its requests before Lancaster County.

Property Owner Signature

January 28, 2021
Date

SOUTH CAROLINA)

COUNTY OF LANCASTER)

Sworn to and subscribed before me this the 28 day of JANUARY, 2021.

(Official Seal) Deana R. Date
(Official Signature of Notary)
Notary's Name (printed): DEANA R. DATE

My commission expires: 04.24.2021

DEANA R. DATE
Notary Public
Union
County
My Comm. Exp.
04-24-2021
NORTH CAROLINA

Location Map

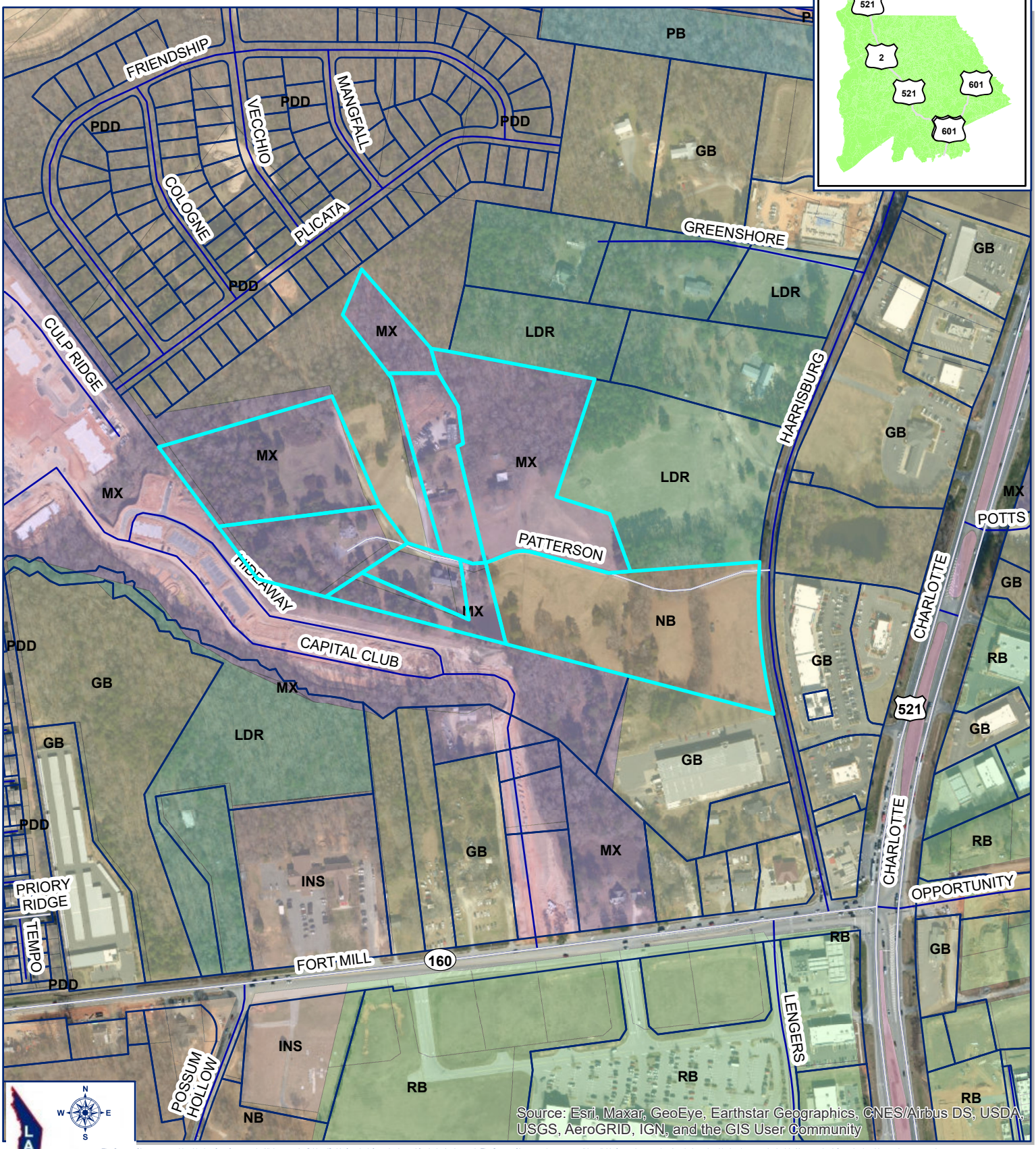
Case Number: RZ-2020-2740; MXU-2020-2740; DA-2020-2740

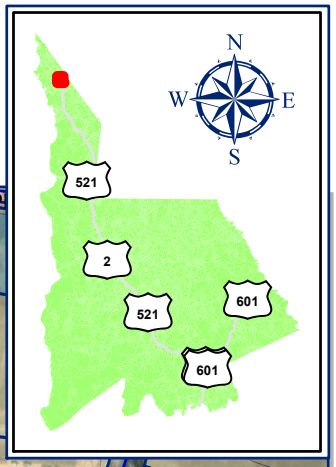
Proposal: Rezoning of one parcel from NB to MX; and a mixed use development for 352 multifamily residential units with associated development agreement.

TM#: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

Map Date: March 31, 2021

Map Created by: RT





The County of Lancaster provides this data for reference only. All data must be field verified before the information is used for design/project work. The County of Lancaster is not responsible or liable for any inaccuracies. Any design using this data is at users' sole risk. Also note that information is subject to change at any time.

0 0.02 0.04 0.08 0.12 0.16 Miles

0 137.5 275 550 825 1,100 Feet

PRELIMINARY DESIGN

PATTERSON LANE MF

MASTER DEVELOPMENT PLAN RESUBMITTAL

INDIAN LAND, SC

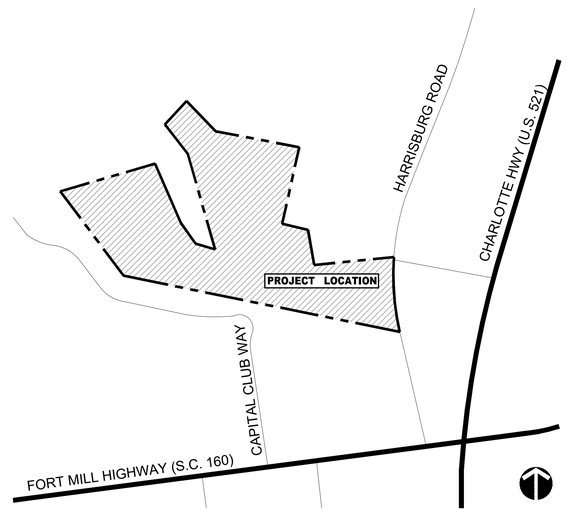
DATE: 03/23/2021

CHAPTER INDEX

Sheet List Table

Sheet Number	Sheet Title
G0-00	COVER SHEET
G1-00	GENERAL NOTES
G2-00	EXISTING CONDITIONS
G3-00	OVERALL SITE PLAN
G4-00	ZONING COMPLIANCE PLAN
G5-00	PRELIMINARY PLAT PLAN
C1-00	OVERALL UTILITIES PLAN
C2-00	MATERIALS PLAN
C3-00	LAYOUT PLAN
C4-00	GRADING PLAN
LA1.00	LANDSCAPE CODE PLAN
LA1.10	TREE SURVEY
LA1.20	TREE MITIGATION PLAN
LA2.00	DETAILS AND PLANT SCHEDULE
LA3.00	LIGHTING PLAN
LA4.00	LAND USE EXHIBIT

VICINITY MAP



NOT TO SCALE

PROJECT TEAM

OWNER/DEVELOPER
ARLINGTON PROPERTIES
2 NORHT 20TH STREET
SUITE 700
BIRMINGHAM, AL 35203
205.397.6831

LANDSCAPE ARCHITECT
DIX-HITE
1109 22ND STREET
S. BIRMINGHAM, AL 35205
205.502.7841
CONTACT NAME: RYAN COLLINS, PLA

CIVIL ENGINEER
LANDDESIGN
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
CONTACT NAME: ROB KEIDEL

PATTERSON LANE
MF
LD PN 1020198
COVER SHEET
G0-00

LandDesign.

3/23/2021 1:39 PM SYDNEY CLARK N:_2020\1020198\CAD\DOCUMENTATION\1020198_PLN_COVR.DWG

ABBREVIATIONS

A	AD	AREA DRAIN
	ADA	AMERICANS WITH DISABILITIES ACT
	ADJ	ADJACENT
	AC	ACRE(S)
	ALT	ALTERNATE
	ALUM	ALUMINUM
	ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
	APPL	APPLICATION
	APPROX	APPROXIMATE
	ARCH	ARCHITECT(URAL)
	ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
B	BP	BACKFLOW PREVENTER/ BREAK POINT
	BC	BOTTOM OF CURB
	BLDG	BUILDING
	BOC	BACK OF CURB
	BR	BOTTOM OF RAMP
	BS	BOTTOM OF STEP
	BW	BOTTOM OF WALL
C	CAP	CALIPER
	CB	CATCH BASIN
	C&G	CURB AND GUTTER
	CIP	CAST IN PLACE
	CMU	CONCRETE MASONRY UNIT
	CO	CLEANOUT
	COP	POOL COPING
	CONC	CONCRETE
	CF	CUBIC FEET
D	DB	DEED BOOK
	DCVA	DOUBLE CHECK VALVE ASSEMBLY
	DEPT	DEPARTMENT
	DI	DROP INLET
	DIA	DIAMETER
	DIP	DUCTILE IRON PIPE
	DN	DOWN
	DR	DRIVE
	DTL	DETAIL
	DWG(S)	DRAWING(S)
E	E	EAST
	EL	ELEVATION
	ELEC	ELECTRIC(AL)
	ENG	ENGINEER(ING)
	EOP	EDGE OF PAVEMENT
	EQ	EQUAL
	EQUIP	EQUIPMENT
	EXP	EXPANSION
	EX	EXISTING
F	FDC	FIRE DEPARTMENT CONNECTION
	FH	FIRE HYDRANT
	FOC	FACE OF CURB
	FT	FOOT, FEET
G	GAL	GALLON
	GV	GATE VALVE
H	HDPE	HIGH-DENSITY POLYETHYLENE
	HORZ/H	HORIZONTAL
	HP	HIGH POINT
	HT	HEIGHT
	HWY	HIGHWAY
I	ID	INSIDE DIAMETER
	IN	INCH(ES)
	INV	INVERT
J	JB	JUNCTION BOX
L	L	LENGTH/ LONG
	LCWSD	LANCASTER COUNTY WATER AND SEWER DISTRICT
	LED	LIGHT-EMITTING DIODE
	LF	LINEAR FEET
	LN	LANE
	LP	LOW POINT

M	MAX	MAXIMUM
	MECH	MECHANICAL
	MFR	MANUFACTURER
	MH	MANHOLE
	MIN	MINIMUM
N	N/A	NOT APPLICABLE
	N	NORTH
	NCDOT	NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
	NO	NUMBER
	NTS	NOT TO SCALE
O	OC	ON CENTER
	OD	OUTSIDE DIAMETER
P	PB	PLAT BOOK
	PG	PAGE
	PROJ	PROJECT
	PSF	POUNDS PER SQUARE FOOT
	PSI	POUNDS PER SQUARE INCH
	PROP	PROPOSED
	PVC	POLYVINYL CHLORIDE
Q	QTY	QUANTITY
R	RAD/R	RADIUS
	RCP	REINFORCED CONCRETE PIPE
	REINF	REINFORC(E), (ING)
	REV	REVISION
	REQ	REQUIRED
	R/W	RIGHT OF WAY
S	S	SOUTH
	S.C.	SOUTH CAROLINA
	SC DHEC	SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
	SCDOT	SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION
	SCH	SCHEDULE
	SD	STORM DRAIN(AGE)
	SF	SQUARE FOOT, FEET
	SQ	SQUARE
	SSCO	SANITARY SEWER CLEANOUT
	SSMH	SANITARY SEWER MANHOLE
	SDMH	STORM DRAINAGE MANHOLE
	SPEC	SPECIFICATION
	SS	SANITARY SEWER
	STA	STATION
	STD	STANDARD
	SW	SIDEWALK
	SWPPP	STORMWATER POLLUTION PREVENTION PLAN
	SAN SWR	SANITARY SEWER
T	TBD	TO BE DETERMINED
	TC	TOP OF CURB
	TD	TRENCH DRAIN
	THK/TH	THICK(NESS)
	TOC	TOP OF COUNTER
	TR	TOP OF RAMP
	TS	TOP OF STEP
	TW	TOP OF WALL
	TYP	TYPICAL
U	USACOE	UNITED STATES ARMY CORPS OF ENGINEERS
	U.N.O	UNLESS NOTED OTHERWISE
V	VERT/V	VERTICAL
W	W	WEST, WIDE, WIDTH
	W/	WITH
	W/O	WITHOUT
	WT	WEIGHT
	WWM	WELDED WIRE MESH
Y	YI	YARD INLET

NOTE: ABBREVIATIONS APPLY TO LANDDESIGN NOTATIONS ONLY.
SURVEY, ARCHITECTURAL AND OTHER ABBREVIATIONS MAY VERY.

MATERIALS + PAVING NOTES:

1. ALL MATERIALS, CONSTRUCTION METHODS, WORKMANSHIP, EQUIPMENT SERVICES AND TESTING FOR ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS. IN THE EVENT OF A CONFLICT BETWEEN THE PROJECT DOCUMENTS AND THE GOVERNING AUTHORITIES' REQUIREMENTS, THE MORE STRINGENT SHALL APPLY.
2. SUBGRADE PREPARATION, PAVEMENT STRENGTH AND PAVEMENT THICKNESS SHALL BE IN ACCORDANCE WITH THE FINAL GEOTECHNICAL REPORT PREPARED GEOSCIENCE, DATED MARCH 9, 2018 (OR AS AMENDED).
3. THE USE OF "LEVEL UP" SAND UNDER PAVEMENT WILL NOT BE ACCEPTED, UNLESS NOTED OTHERWISE.
4. CONTRACTOR SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION WHILE PLACING CONCRETE PAVEMENT, UNLESS OTHERWISE NOTED ON THESE PLANS.
5. THE COMPRESSIVE STRENGTH, AGGREGATE SIZE, SLUMP AND AIR CONTENT OF CAST IN PLACE CONCRETE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS
7. ALL CONCRETE REINFORCEMENT, CONTROL JOINTS AND EXPANSION JOINTS SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, UNLESS OTHERWISE NOTED ON THESE PLANS.
11. CONCRETE SHALL BE BROOM FINISHED AND CURED FOR A MINIMUM OF 72 HOURS UNLESS NOTED OTHERWISE.
12. BREAKOUTS FOR REMOVAL OF EXISTING PAVEMENT AND CURBS SHALL BE MADE BY FULL DEPTH SAW CUT WHEN ADJACENT TO PROPOSED PAVEMENT AND/OR CURBS.
13. PROPOSED PAVEMENT AND/OR CURBS INTENDED TO TIE INTO EXISTING SHALL MATCH SHALL MATCH THE ELEVATION OF EXISTING PAVEMENT AND/OR CURBS.
14. PAVEMENT MARKINGS AND SIGNAGE
    - 14.1. ALL PAVEMENT STRIPING AND SIGNAGE SHALL ADHERE TO THE MOST RECENT VERSION OF THE SCDOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, UNLESS NOTED OTHERWISE ON THESE PLANS.
    - 14.1. ALL ACCESSIBLE PAVEMENT MARKINGS SHALL COMPLY WITH THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL SOUTH CAROLINA AND LANCASTER COUNTY CODES.
    - 14.2. PARKING SPACE STRIPES, ACCESSIBLE SPACES, PEDESTRIAN STRIPING, DIRECTIONAL ARROWS AND LETTERING SHALL BE SOLID WHITE, UNLESS A SPECIFIC COLOR IS REQUIRED BY LANCASTER COUNTY CODE. TWO (2) COATS OF VOC COMPLIANT, SC DOT APPROVED, UNDILUTED, SOLVENT BASED OR LATEX TRAFFIC PAINT SHALL BE APPLIED. USE MANUFACTURER'S RECOMMENDED APPLICATION RATE, WITHOUT ADDITION OF A THINNER, WITH A MAXIMUM OF 100 SQUARE FEET PER GALLON OR AS REQUIRED. PROVIDING MINIMUM 15 MILS WET FILM THICKNESS AND 7 MILS DRY FILM THICKNESS PER COAT WITH A MINIMUM OF 30 DAYS BETWEEN APPLICATIONS. PAINT SHALL BE CRISP, STRAIGHT AND APPLIED UNIFORMLY ACROSS THE WIDTH OF THE LINE FOR A MINIMUM TOTAL DRY FILM THICKNESS OF 15 MILS.
15. CONTRACTOR SHALL REFER TO THE UTILITY AND STORM DRAINAGE PLANS (INCLUDED IN THIS PLAN SET), IRRIGATION PLANS (DESIGN-BUILD BY CONTRACTOR), PLUMBING PLANS AND ALL UTILITY SERVICE PLANS (BY OTHERS) FOR ALL PROPOSED UTILITY PIPES AND CONDUIT TO BE INSTALLED UNDER PROPOSED PAVEMENT PRIOR TO COMMENCEMENT OF PAVEMENT SUBGRADE PREPARATION.
16. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY ANY GOVERNING AUTHORITIES AND THE GEOTECHNICAL ENGINEER, A TESTING LABORATORY APPROVED BY THE GEOTECHNICAL ENGINEER TO MAKE ALL TESTS REQUIRED TO ENSURE COMPLIANCE WITH THE FINAL GEOTECHNICAL REPORT. IN THE EVENT THE RESULTS OF THE INITIAL TESTING DO NOT COMPLY WITH THE PLANS AND THE SPECIFICATIONS, THE CONTRACTOR SHALL PROVIDE SUBSEQUENT TESTING TO DETERMINE THE ACCEPTABILITY OF CONSTRUCTION. PAVEMENT FOUND TO BE DEFICIENT IN STRENGTH OR THICKNESS SHALL BE REMOVED AND REPLACED SOLELY AT THE EXPENSE OF THE CONTRACTOR.

ACCESSIBILITY NOTES:

1. CONTRACTOR SHALL CLOSELY ADHERE TO ALL REQUIREMENTS OF THE MOST RECENT VERSION OF THE ADA STANDARDS FOR ACCESSIBLE DESIGN AND ALL ACCESSIBILITY REQUIREMENTS PER LANCASTER COUNTY AND SOUTH CAROLINA CODE. ANY DISCREPANCIES BETWEEN THESE PLANS AND THE REQUIRED ACCESSIBILITY STANDARDS, INCLUDING, BUT NOT LIMITED TO, MAXIMUM CROSS SLOPES AND RUNNING SLOPES ON PAVED SURFACES, MINIMUM VERTICAL AND HORIZONTAL CLEARANCES ON ACCESSIBLE PATHS, AND MAXIMUM SLOPES ON CURB RAMPS, SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN PRIOR TO CONSTRUCTION.
2. ALL CONCRETE PAVEMENT ON CURB RAMPS SHALL BE BROOM FINISHED PERPENDICULAR TO SLOPE.

PLANTING NOTES:

1. ALL QUANTITIES LISTED IN THE DRAWINGS ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES AND TO PROVIDE ALL MATERIALS NECESSARY FOR FULL COVERAGE IN ALL PLANTING AREAS AS SPECIFIED ON THE DRAWINGS. ANY DISCREPANCY SHOULD BE REPORTED TO THE OWNER.
2. ALL PLANTS SHOULD BE IN ACCORDANCE WITH ANSI Z60.1 -2014, AMERICAN STANDARD FOR NURSERY STOCK PUBLICATION, APPROVED APRIL 14, 2014.
3. CALIPER SIZE OF CANOPY TREES ARE TO BE MEASURED PER LOCAL CITY LANDSCAPE ORDINANCE.
4. ALL PLANT MATERIAL SHALL CONFORM TO THE SIZE SPECIFICATIONS (CALIPER, HEIGHT AND SPREAD) GIVEN IN THE PLANT SCHEDULE AND SHALL BE NURSERY GROWN UNLESS SPECIFIED OTHERWISE.
5. ANY PLANT SUBSTITUTION SHALL BE APPROVED BY LANDDESIGN PRIOR TO PURCHASE.
6. SIZES LISTED ARE MINIMUM AND REFER TO HEIGHT, UNLESS OTHERWISE SPECIFIED.
7. LANDSCAPE CONTRACTOR SHALL STAKE OUT LOCATIONS OF ALL TREES TO BE PLANTED FOR REVIEW BY LANDDESIGN PRIOR TO INSTALLING. LANDDESIGN RESERVES THE RIGHT TO ADJUST TREE LOCATIONS IN THE FIELD AS NECESSARY.
8. SHRUB/GROUNDCOVER BEDS SHALL BE STAKED FOR REVIEW BY LANDDESIGN/OWNER'S REPRESENTATIVE PRIOR TO EXCAVATION AND OR BED PREPARATION.
9. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES. PIPES, STRUCTURES, AND LINE RUNS IN THE FIELD PRIOR TO THE INSTALLATION OF ANY PLANT MATERIAL.
10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE LANDDESIGN OF ANY CONDITION FOUND ON THE SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THE DRAWINGS.
11. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH OTHER CONTRACTORS ON SITE AS REQUIRED TO ACCOMPLISH ALL PLANTING OPERATIONS.
12. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION AND MUST BE REPLACED WITH PLANT OF SAME VARIETY AND SIZE IF DAMAGED, DESTROYED, DEAD AND /OR REMOVED.
13. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND REMOVAL OF DEBRIS PRIOR TO PLANTING IN ALL AREAS.
14. FINAL FINISHED GRADING SHALL BE REVIEWED BY LANDDESIGN. CONTRACTOR IS RESPONSIBLE FOR ANY ADDITIONAL TOPSOIL REQUIRED TO CREATE A SMOOTH CONDITION SUITABLE FOR PLANTING.
15. TREES OVERHANGING INTO THE PUBLIC R.O.W. SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN(14) FEET OVER STREETS, DRIVE AISLES, ALLEYS AND FIRE LANES. TREES OVERHANGING PRIVATE STREETS, WALKS, AND /OR PARKING LOTS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF SEVEN (7) FEET.
16. LANDSCAPE CONTRACTOR IS REQUIRED TO PERFORM A TREE PIT PERCOLATION TEST FOR EACH TREE PIT PRIOR TO INSTALLATION. IF TREE PIT DOES NOT DRAIN WITHIN A 24-HOUR PERIOD, THE CONTRACTOR WILL BE REQUIRED TO PROVIDE A GRAVEL SUMP, FILTER FABRIC AND STAND PIPE. ALL TREE PIT SUMPS SHALL BE INCLUDED IN IN THE CONTRACTOR'S BASE BID AS A UNIT PRICE AND PROVIDE AS A DEDUCT ALTERNATE PER TREE PIT SUMPS NOT REQUIRED TO BE INSTALLED.
17. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO REVIEW SITE ENVIRONMENTAL CONDITIONS PRIOR TO AND DURING INSTALLATION OF PLANT MATERIAL. ANY DISCREPANCIES OR CONCERNS BETWEEN THE ENVIRONMENTAL SITE CONDITIONS (I.E., SOIL TYPE, WATER, CLIMATE, WIND, SUN EXPOSURE ETC.) AND THE PLANT MATERIAL SPECIFIED WITHIN THE DRAWING SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN AND/OR OWNER, AND SHALL BE DONE SO IN WRITING.
18. ALL NEW PLANTING AREAS SHALL BE BACKFILLED WITH PLANTING SOIL THAT IS A MIXTURE OF 40-50% IMPORTED UNSCREENED TOPSOIL, 40-45% COARSE SAND, AND 10% COMPOST. FINAL TESTED ORGANIC MATTER SHALL BE BETWEEN 2.75 AND 4% (BY DRY WEIGHT). BACKFILL SHALL BE TO A DEPTH OF 18" FOR SHRUB AND GROUNDCOVER ZONES AND 36" FOR TREE PITS.
19. AFTER PLANTING SOIL MIXES ARE INSTALLED IN PLANTING BED AREAS AND JUST PRIOR TO THE INSTALLATION OF SHRUB OR GROUNDCOVER PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTINS SOIL. THIS WILL RAISE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN.
20. IN ALL EXISTING PLANTING AREAS DESIGNATED TO RECEIVE NEW PLANTINGS, SPREAD 3-4 INCHES OF COMPOST OVER THE BEDS AND ROTO TILL INTO THE TOP 8 INCHES OF THE PLANTING SOIL. THIS WILL RAISE THE GRADES SLIGHTLY ABOVE THE FINISHED GRADES, IN ANTICIPATION GRADES WILL SETTLE WITHIN A FEW MONTHS AFTER INSTALLATION AS COMPOST BREAKS DOWN. IN NO CASE WILL THIS BE PERFORMED WHERE IT MAY NEGATIVELY IMPACT THE HEALTH OF ADJACENT, EXISTING PLANT MATERIALS WHICH ARE DESIGNATED TO REMAIN.

PLANTERS/POTS/SEASONAL PLANTING NOTES:

1. SOIL SHOULD BE NUTRIENT-RICH, MOISTURE CONTAINING PLANTING MEDIUM AND BE A MINIMUM 18" DEPTH FOR SEASONALS, PERENNIALS AND SMALL SHRUBS; MINIMUM 36" DEPTH FOR ALL TREES.
2. A LAYER OF RIVER ROCK SHALL BE PLACED IN THE BASE OF EACH PLANTER POT TO A MINIMUM 6" DEPTH OR AS ALLOWABLE BY REQUIRED SOIL DEPTH. PLACE FILTER FABRIC BETWEEN SOIL MEDIUM AND RIVER ROCK AND SOIL MEDIUM AND PLANTER EDGES. OVERLAP FABRIC 6" MINIMUM TO MINIMIZE SOIL WASH.
3. PLANTERS POTS WHICH DO NOT RECEIVE IRRIGATION SHALL BE HAND-WATERED. HAND WATERING SHOULD OCCUR MINIMUM 2 TIMES PER WEEK DURING COOLER AND RAINY SEASONS AND INCREASED TO EVERY 2-3 DAYS DURING HOT/DRY WEATHER. ALWAYS CHECK SOIL 6" BELOW SURFACE FOR SATURATION PRIOR TO WATERING TO PREVENT OVERWATERING/DROWNING OF PLANT MATERIAL.
4. WHEN APPLICABLE, PLANTS TO REMAIN IN CONTAINERS FOR DURATION OF SEASON ARE SHOWN IN THE "PERMANENT" LAYOUT. EACH SEASON WILL HAVE ITS OWN PLANT MATERIAL, SOME OF WHICH MAY LAST ALL YEAR. ROTATE IN THE PLANTS NOTED FOR EACH SEASON.
5. IF PLANT MATERIAL DIES DURING A SEASON AND IS EXPECTED TO REMAIN FOR AN ADDITIONAL SEASON, CONTRACTOR IS TO REPLACE AT TIME OF NEXT SEASONAL ROTATION.
6. CONTACT LANDDESIGN FOR ANY REQUIRED SUBSTITUTIONS.
7. ALL PLANTS SHOULD BE FULL AT TIME OF INSTALLATION AND COVER 75% OF POT SURFACE AREA.
8. AVOID PLANTING IN THE ROOT ZONE OF ANY PERMANENT TREES, SHRUBS, OR PERENNIALS.
9. SEASONAL PLANTS SHOULD BE REMOVED FOLLOWING THE FIRST MAJOR FROST DIEBACK AND REPLACED WITH EVERGREEN BOUGHS OR OTHER OWNER APPROVED WINTER DECOR. TREES, SHRUBS AND PERENNIALS SHOULD REMAIN IN THE CONTAINERS YEAR ROUND AND REPLACED ONLY AS NECESSARY.

IRRIGATION NOTES:

1. A FULLY AUTOMATED IRRIGATION SYSTEM PROVIDING 100% COVERAGE SHALL BE PROVIDED FOR ALL PLANTING AREAS, UNLESS NOTED OTHERWISE. SYSTEM SHALL BE IN OPERATION PRIOR TO INSTALLATION OF ANY PLANT MATERIAL OTHER THAN CANOPY TREES.
2. ALL PLANTING BEDS/ SHRUB AND GROUNDCOVER AREAS TO BE IRRIGATED WITH EITHER 12" SPRAY POP-UPS AND/OR A LANDSCAPE DRIP-LINE SYSTEM, UNLESS NOTED OTHERWISE.
3. ALL PLANTER POTS AND RAISED PLANTERS TO BE IRRIGATED WITH MICRO SPRAY SPRINKLER HEADS.
4. IRRIGATION SYSTEM IS DESIGN/BUILD. CONTRACTOR TO PROVIDE DRAWINGS AND CUT SHEETS OF ALL COMPONENTS.
5. PROVIDE AS-BUILT DRAWINGS OF IRRIGATION AFTER INSTALLATION.

GENERAL NOTES:

1. SURVEY DATA OF THE PROJECT TOPOGRAPHY AND SURFACE FEATURES WAS OBTAINED FROM LDSI INC.
2. ARCHITECTURAL INFORMATION SHOWN ON THESE PLANS WAS PROVIDED BY CBA ARCHITECTS.
3. WRITTEN DIMENSIONS SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES.
4. DIMENSIONS ARE TO FACE OF OBJECT, UNLESS NOTED OTHERWISE.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS IN THE FIELD, INCLUDING, BUT NOT LIMITED TO: ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES, AND LINE RUNS; ALL ABOVE GROUND UTILITIES AND STRUCTURES; EXISTING TOPOGRAPHY, SUBSURFACE CONDITIONS, VEGETATION, EASEMENTS AND PROPERTY BOUNDARIES. IF ANY EXISTING CONDITIONS DIFFER FROM THOSE SHOW ON THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER IMMEDIATELY.
7. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS.
8. ALL PROPOSED FINISHED GRADES TIE INTO THE EXISTING GRADES AS SHOWN IN THE TOPOGRAPHIC SURVEY PROVIDED BY LDSI INC. ANY DISCREPANCIES BETWEEN EXISTING GRADES PRESENTED IN THE TOPOGRAPHIC SURVEY AND EXISTING GRADES AT THE TIME OF CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF LANDDESIGN IMMEDIATELY.
9. PRIOR TO COMMENCEMENT OF HARDSCAPE CONSTRUCTION, ALL PIERS, FOOTINGS, AND WALLS ARE TO BE SURVEYED, LAID OUT, AND STAKED IN THE FIELD AND VERIFIED WITH THE CONSTRUCTION DOCUMENTS. IF DISCREPANCIES ARISE, CONTRACTOR SHALL NOTIFY LANDDESIGN PRIOR TO INSTALLATION. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR ANY DEMOLITION, ADJUSTMENTS, OR RECONSTRUCTION OF HARDSCAPE CONSTRUCTION RESULTING FROM UNAUTHORIZED CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE TO PROVIDE AND INSTALL ALL ITEMS PER DRAWINGS AND SPECIFICATION. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY MAJOR DISCREPANCIES BETWEEN CONTRACTOR'S VERIFIED QUANTITIES, BID BOOK, AND INTENT OF DRAWING.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL FINAL QUANTITIES OF ALL MATERIALS, PER DRAWINGS AND SPECIFICATIONS. ANY QUANTITIES PROVIDED BY LANDDESIGN ARE PROVIDED FOR CONVENIENCE ONLY AND SHALL NOT BE CONSIDERED ABSOLUTE.
12. THE CONTRACTOR SHALL EXAMINE AND BECOME FAMILIAR WITH ALL CONTRACT DOCUMENTS IN THEIR ENTIRETY. SURVEY THE PROJECT AND BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND SCOPE OF WORK. ALL COSTS SUBMITTED SHALL BE BASED ON THOROUGH KNOWLEDGE OF ALL WORK AND MATERIALS REQUIRED ANY DISCREPANCY AND/ OR UNCERTAINTY AS TO WHAT MATERIAL OR PRODUCT IS TO BE USED, SHALL BE VERIFIED WITH THE OWNER OR LANDDESIGN PRIOR TO BIDDING.
13. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES REQUIRED FOR SAFE EXECUTION AND COMPLETION OF THE WORK, AND FOR INITIATING, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
14. IN THE EVENT A DISCREPANCY IS FOUND IN THE CONTRACT DOCUMENTS, THE OWNER & LANDDESIGN SHALL BE NOTIFIED IMMEDIATELY.
15. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
16. CONTRACTOR SHALL VERIFY ALL MEASUREMENTS AT THIS SITE AND AND BE RESPONSIBLE FOR ACCURACY AND CORRECTNESS OF SAME.
17. CONTRACTOR SHALL COORDINATE WORK WITH ALL OTHER TRADES AND NOTIFY OWNER & LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
18. THE CONTRACTOR SHALL EMPLOY, AS REQUIRED BY GOVERNING AUTHORITIES, AN APPROVED TESTING LABORATORY TO MAKE ALL TESTS FROM CONCRETE, SOIL COMPACTION AND WELDING TO INSURE COMPLIANCE WITH PLANS, STANDARDS AND CODES. COST SHALL BE INCLUDED AS INCIDENTAL TO THE CONTRACT.
19. ALL EXISTING WORK OR LANDSCAPING NOT SHOWN TO BE ALTERED OR REMOVED SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR(S) SHALL BEAR THE TOTAL EXPENSE FOR, AND SHALL REPAIR ANY DAMAGE TO EXISTING CONDITIONS, OR IMPROVEMENTS NOT INDICATED IN THE DRAWINGS OR SPECIFICATIONS TO RECEIVE ALTERATION, ADDITIONS OR REMOVAL.

LAYOUT NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES IN THE FIELD PRIOR TO CONSTRUCTION. EXISTING UTILITIES ARE SHOWN SCHEMATICALLY AND ARE FOR THE CONTRACTOR'S GUIDANCE ONLY. THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON DESIGN INFORMATION PROVIDED TO LANDDESIGN, AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. ANY DAMAGE TO NEW AND EXISTING UTILITIES ARE TO BE REPAIRED IMMEDIATELY AT NO ADDITIONAL EXPENSE TO THE OWNER. LANDDESIGN ASSUMES NO RESPONSIBILITY FOR ANY UTILITIES NOT SHOWN ON PLANS. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IF UTILITIES ARE TO REMAIN IN PLACE, CONTRACTOR SHALL PROVIDE ADEQUATE MEANS OF SUPPORT AND PROTECTION DURING DEMOLITION AND CONSTRUCTION OPERATIONS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION. REPAIRS SHALL BE EQUAL TO OR BETTER THAN CONDITION PRIOR TO CONSTRUCTION.
3. ALL ONSITE PAVING DIMENSIONS ARE TO THE FACE OF CURB, WHERE APPLICABLE, UNLESS NOTED OTHERWISE.
4. ALL CURB RADII AND SIDEWALK RETURNS ARE 2', UNLESS NOTED OTHERWISE IN THESE PLANS.
5. THE CONTRACTOR SHALL REFER TO THE MOST RECENT AMENDMENT TO THE ARCHITECTURAL PLANS, BY CBA, TO VERIFY THE EXACT BUILDING DIMENSIONS PRIOR TO CONSTRUCTION.
6. LAY PAVERS IN PATTERN(S) SHOWN ON DRAWINGS. PLACE UNITS HAND TIGHT WITHOUT USING HAMMERS. MAKE HORIZONTAL ADJUSTMENTS TO PLACEMENT OF LAID PAVERS WITH RUBBER HAMMERS AS REQUIRED.
7. PROVIDE JOINTS BETWEEN PAVERS BETWEEN 1/16 IN. AND 3/16 IN. (2 AND 5 MM) WIDE. NO MORE THAN 5% OF THE JOINTS SHALL EXCEED 1/4" WIDE TO ACHIEVE STRAIGHT BOND LINES.
8. JOINT (BOND) LINES SHALL NOT DEVIATE MORE THAN ±1/2 IN. (±15 MM) OVER 50 FT. (15 M) FROM STRING LINES.
9. FILL GAPS AT THE EDGES OF THE PAVED AREA WITH CUT PAVERS OR EDGE UNITS.
10. CUT PAVERS TO BE PLACED ALONG THE EDGE WITH A MASONRY SAW.
11. ADJUST BOND PATTERN AT PAVEMENT EDGES SUCH THAT CUTTING OF EDGE PAVERS IS MINIMIZED.
12. CUT PAVERS SHALL BE GREATER THAN 1/3 FULL PAVER SIZE WHERE POSSIBLE.
13. PAVER DIMENSIONS ARE NOMINAL. PRIOR TO POURING SLABS, BANDING, OR OTHERWISE SETTING PAVER FIELDS, VERIFY ACTUAL PAVER SIZES AND LAYOUT OF THE PAVER FIELDS. MAKE MINOR ADJUSTMENTS TO EDGE CONSTRAINTS AS REQUIRED TO ACCOMMODATE ACTUAL PAVER SIZES. NOTIFY LANDDESIGN IMMEDIATELY OF DISCREPANCIES AND/OR ADJUSTMENTS.

GRADING NOTES:

1. CONTRACTOR SHALL STAKE SITE PER SPOT ELEVATIONS AND NOTED SLOPES ON THE GRADING PLANS INCLUDED IN THIS PLAN SET.
2. WRITTEN DIMENSIONS AND GRADES SHALL PREVAIL OVER SCALED DIMENSIONS. CONTRACTOR SHALL NOTIFY LANDDESIGN OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
5. ALL SPOT ELEVATIONS SHOWS ON GRADING PLAN ARE TO BOTTOM OF CURB/ TOP OF PAVEMENT UNLESS OTHERWISE NOTED. RIM ELEVATIONS SHOWN ON THE STORM DRAINAGE PLANS ARE TO CENTER OF RIM.
6. CONTRACTOR SHALL REFER TO GEOTECHNICAL ENGINEER AND FINAL GEOTECHNICAL REPORT FOR ALL GRADING SPECIFICATIONS, RECOMMENDATIONS AND INFORMATION ON SUBSURFACE MATERIALS, TOPSOIL, STRUCTURAL MATERIAL, DEEP FILLS, EXCAVATION, AND FOUNDATIONS. CONTRACTOR IS RESPONSIBLE FOR ADHERING TO ALL RECOMMENDATIONS WITHIN THE FINAL GEOTECHNICAL REPORT. ANY DEVIATIONS FROM THE RECOMMENDATIONS PRESENTED IN THE GEOTECHNICAL REPORT SHALL REQUIRE APPROVAL FROM THE GEOTECHNICAL ENGINEER.
7. APPROVAL OF THIS PLAN IS NOT AN AUTHORIZATION TO GRADE ADJACENT PROPERTIES. WHEN FIELD CONDITIONS WARRANT OFF-SITE GRADING, PERMISSION MUST BE OBTAINED FROM THE AFFECTED PROPERTY OWNERS.
8. ALL PLANTING ISLANDS SHALL BE GRADED TO MOUND TO PROVIDE POSITIVE DRAINAGE.
9. REFER TO LANDSCAPE PLAN FOR ALL TREE PROTECTION FENCE LOCATIONS AND INSTALLATION PROCEDURES. NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, BURIAL PITS, TRENCHING, OR OTHER LAND DISTURBING ACTIVITY ALLOWED IN THE TREE PROTECTION ZONE.
10. GRADING CONTRACTORS SHALL NOTIFY AND COOPERATE WITH ALL UTILITY COMPANIES OR FIRMS HAVING FACILITIES ON OR ADJACENT TO THE SITE BEFORE DISTURBING, ALTERING, REMOVING, RELOCATING, ADJUSTING OR CONNECTING TO SAID FACILITIES. CONTRACTORS SHALL PAY ALL COSTS IN CONNECTION WITH THE ALTERATION OF OR RELOCATION OF THE FACILITIES. CONTRACTORS SHALL RAISE OR LOWER TOPS OF EXISTING MANHOLES AS REQUIRED TO MATCH FINISHED GRADES.
11. GRADING CONTRACTOR SHALL COOPERATE AND WORK WITH ALL OTHER CONTRACTORS PERFORMING WORK ON THIS PROJECT TO ENSURE PROPER AND TIMELY COMPLETION OF THIS PROJECT.

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396



LINE	BEARING	DISTANCE
L1	S42°52'03"E	39.14'
L2	S77°58'11"E	117.68'
L3	S73°45'33"E	15.00'
L4	S78°02'00"E	100.00'
L5	N75°48'34"E	56.88'
L6	N69°21'28"E	74.31'
L7	S84°49'31"E	14.02'
L8	S72°31'28"E	118.96'
L9	S78°39'07"E	52.24'
L10	S57°34'15"W	20.08'

Topographic Surveys

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

S.C. REG. NO. 22366

PRELIMINARY Not for Recordation, Conveyances, or Sales

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 22566 DAVID B. BOLES

SOUTH CAROLINA LDSI No. C02187 CERTIFICATE OF AUTHORIZATION



Vicinity Map - Not to Scale

General Notes:
1. Deed Reference(s) – See Map
2. Tax Parcel ID – See Map
3. Current Owner – See Map
4. All bearings are SC Grid bearings.
5. All distances are shown horizontal.
6. Grid distance = Horizontal distance x Combined Grid Factor (0.99996067)
7. Area – ±26.360 Acres
8. Areas have been determined by coordinate computation.
9. Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
10. Zoning – MX, NB
11. This property is not located in a special Flood Hazard Area as determined by FEMA and the State of South Carolina.
    Reference Community Panel Number: 45057C0040E
    Dated: May 16, 2017
12. This survey was performed without benefit of a Title Commitment Report, LDSI, Inc. does not claim that all matters of record which may affect the subject property are shown hereon.
13. The location of underground utilities shown on this map are approximate, based on information provided by others or by field location. Utility locations as shown hereon are intended for planning only. Actual location, size or depth of line should be verified with the individual utility company before construction.

Topographic Survey of
Patterson Lane

Indian Land
Lancaster County
South Carolina

prepared for:
Arlington Propertites

No.	Revision	By	Date
1			##/##/##
2			
3			
4			

201 West 29th Street
Charlotte, NC 28206
Phone: (704) 337-8329
Fax: (704) 308-3153
License No.: C-1925
www.ldsi-inc.com

Graphic Scale 100 50 0 100
Text Scale: 1"=100'

Date: 02/02/2021	
Project Number: 4120153	
Drawn By: JBE	
Reviewed By:SFM	Sheet 1 of 1
Sealed By:DBB	

KEY MAP

SEAL

PRELIMINARY
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XXXXX XXXXXXXX	####	1/28/21
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#
1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: N/A
DRAWN BY: N/A
CHECKED BY: N/A

SCALE
VERT: N/A
HORZ: NTS
#
NORTH
NTS

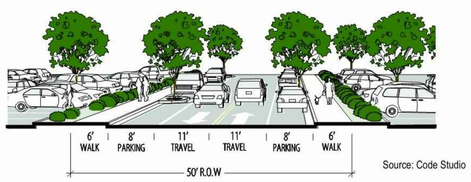
SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

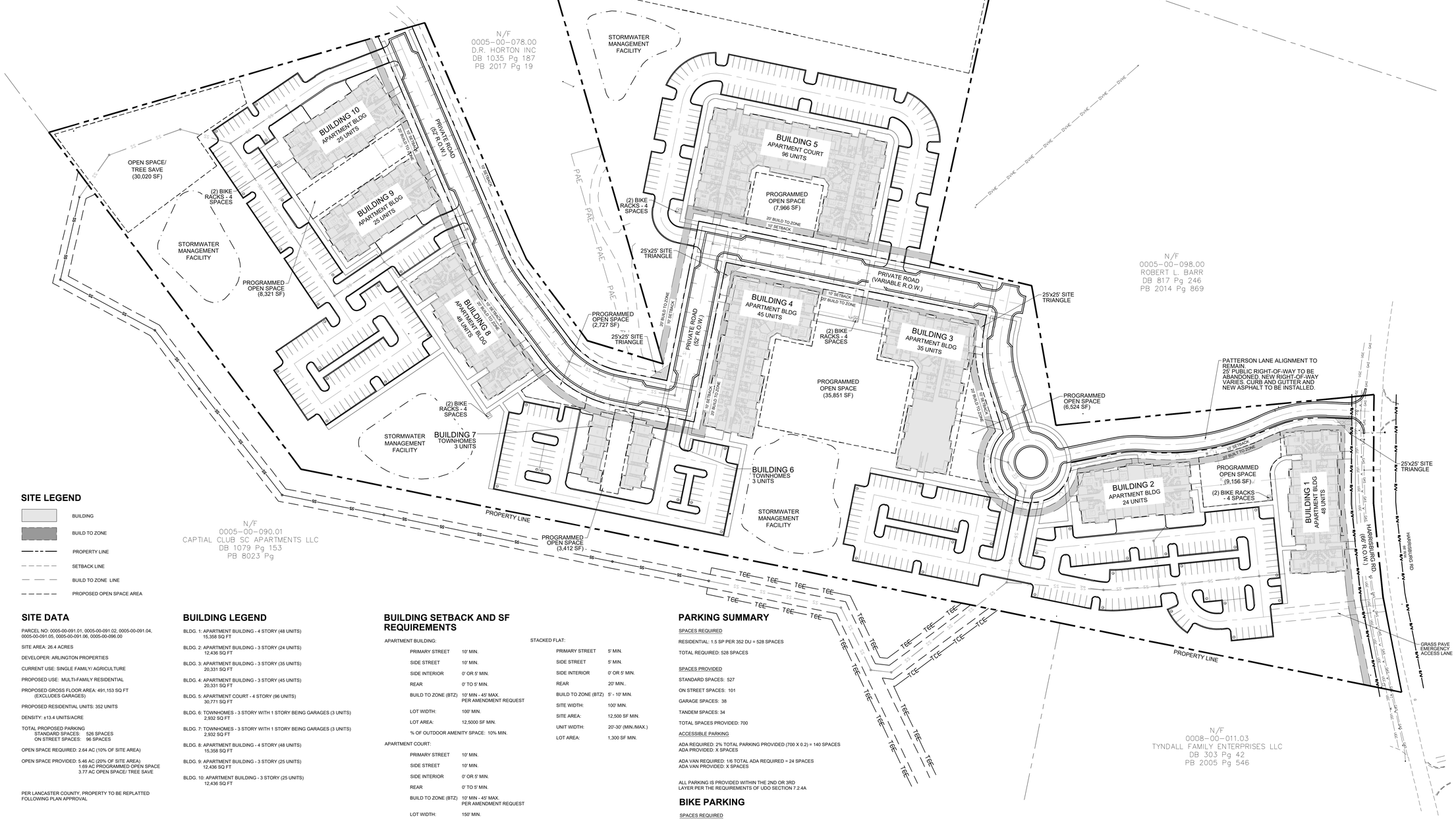
G2-00

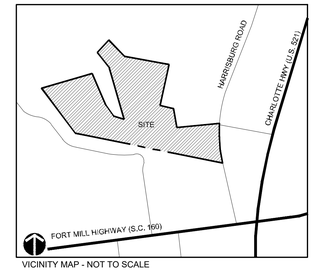
G. Two-Lane with On-Street Parking and Sidewalks



Source: Code Studio

BASIS OF DESIGN FOR PROPOSED PRIVATE STREET. RIGHT-OF-WAY IS 52' IN MOST INSTANCES BUT VARIES IN OTHERS. REFER TO PLAN





VICINITY MAP - NOT TO SCALE

KEY MAP

SITE LEGEND

- BUILDING
- BUILD TO ZONE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- PROPOSED OPEN SPACE AREA

SITE DATA

PARCEL NO: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

SITE AREA: 26.4 ACRES

DEVELOPER: ARLINGTON PROPERTIES

CURRENT USE: SINGLE FAMILY/ AGRICULTURE

PROPOSED USE: MULTI-FAMILY RESIDENTIAL

PROPOSED GROSS FLOOR AREA: 491,153 SQ FT
(EXCLUDES GARAGES)

PROPOSED RESIDENTIAL UNITS: 352 UNITS

DENSITY: ±13.4 UNITS/ACRE

TOTAL PROPOSED PARKING
STANDARD SPACES: 526 SPACES
ON STREET SPACES: 96 SPACES

OPEN SPACE REQUIRED: 2.64 AC (10% OF SITE AREA)

OPEN SPACE PROVIDED: 5.46 AC (20% OF SITE AREA)
1.69 AC PROGRAMMED OPEN SPACE
3.77 AC OPEN SPACE/ TREE SAVE

PER LANCASTER COUNTY, PROPERTY TO BE REPLATTED FOLLOWING PLAN APPROVAL

BUILDING LEGEND

BLDG. 1: APARTMENT BUILDING - 4 STORY (48 UNITS)
15,358 SQ FT

BLDG. 2: APARTMENT BUILDING - 3 STORY (24 UNITS)
12,436 SQ FT

BLDG. 3: APARTMENT BUILDING - 3 STORY (35 UNITS)
20,331 SQ FT

BLDG. 4: APARTMENT BUILDING - 3 STORY (45 UNITS)
20,331 SQ FT

BLDG. 5: APARTMENT COURT - 4 STORY (96 UNITS)
30,771 SQ FT

BLDG. 6: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
2,932 SQ FT

BLDG. 7: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
2,932 SQ FT

BLDG. 8: APARTMENT BUILDING - 4 STORY (48 UNITS)
15,358 SQ FT

BLDG. 9: APARTMENT BUILDING - 3 STORY (25 UNITS)
12,436 SQ FT

BLDG. 10: APARTMENT BUILDING - 3 STORY (25 UNITS)
12,436 SQ FT

BUILDING SETBACK AND SF REQUIREMENTS

APARTMENT BUILDING:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	100' MIN.
LOT AREA:	12,5000 SF MIN.
% OF OUTDOOR AMENITY SPACE:	10% MIN.

APARTMENT COURT:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	150' MIN.
LOT AREA:	30,000 SF MIN.
COURTYARD DIMENSIONS AREA:	2,000 SF MIN.
% OF OUTDOOR AMENITY SPACE:	10% MIN.
WIDTH:	45' MIN.

STACKED FLAT:

PRIMARY STREET	5' MIN.
SIDE STREET	5' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	20' MIN..
BUILD TO ZONE (BTZ)	5' - 10' MIN.
SITE WIDTH:	100' MIN.
SITE AREA:	12,500 SF MIN.
UNIT WIDTH:	20'-30' (MIN./MAX.)
LOT AREA:	1,300 SF MIN.

PARKING SUMMARY

SPACES REQUIRED

RESIDENTIAL: 1.5 SP PER 352 DU = 528 SPACES

TOTAL REQUIRED: 528 SPACES

SPACES PROVIDED

STANDARD SPACES: 527

ON STREET SPACES: 101

GARAGE SPACES: 38

TANDEM SPACES: 34

TOTAL SPACES PROVIDED: 700

ACCESSIBLE PARKING

ADA REQUIRED: 2% TOTAL PARKING PROVIDED (700 X 0.2) = 140 SPACES
ADA PROVIDED: X SPACES

ADA VAN REQUIRED: 1/6 TOTAL ADA REQUIRED = 24 SPACES
ADA VAN PROVIDED: X SPACES

ALL PARKING IS PROVIDED WITHIN THE 2ND OR 3RD LAYER PER THE REQUIREMENTS OF UDO SECTION 7.2.4A

BIKE PARKING

SPACES REQUIRED

SHORT TERM REQUIRED: 1/20 UNITS = 18
LONG TERM REQUIRED: 1/5 UNITS = 71

SPACES PROVIDED

SHORT TERM PROVIDED: 18
LONG TERM PROVIDED: 72

LandDesign.
223 NORTH GRAHAM STREET
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WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396

SEAL

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XXXXX XXXXXXXX	####	3/23/21
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#
1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: DAW
DRAWN BY: SFC
CHECKED BY: DAW

SCALE

VERT: N/A
HORZ: 1" = 60'

0 30 60 120

NORTH

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

G3-00

SITE LEGEND

- BUILDING
- BUILD TO ZONE
- PROGRAMMED GREEN SPACE
- PROPERTY LINE
- SETBACK LINE
- BUILD TO ZONE LINE
- PRIMARY BUILDING FRONTAGE
- SECONDARY BUILDING FRONTAGE

SITE DATA

PARCEL NO: 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, 0005-00-096.00

SITE AREA: 26.4 ACRES

DEVELOPER: ARLINGTON PROPERTIES

CURRENT USE: SINGLE FAMILY/ AGRICULTURE

PROPOSED USE: MULTI-FAMILY RESIDENTIAL

PROPOSED GROSS FLOOR AREA: 491,153 SQ FT
(EXCLUDES GARAGES)

PROPOSED RESIDENTIAL UNITS: 352 UNITS

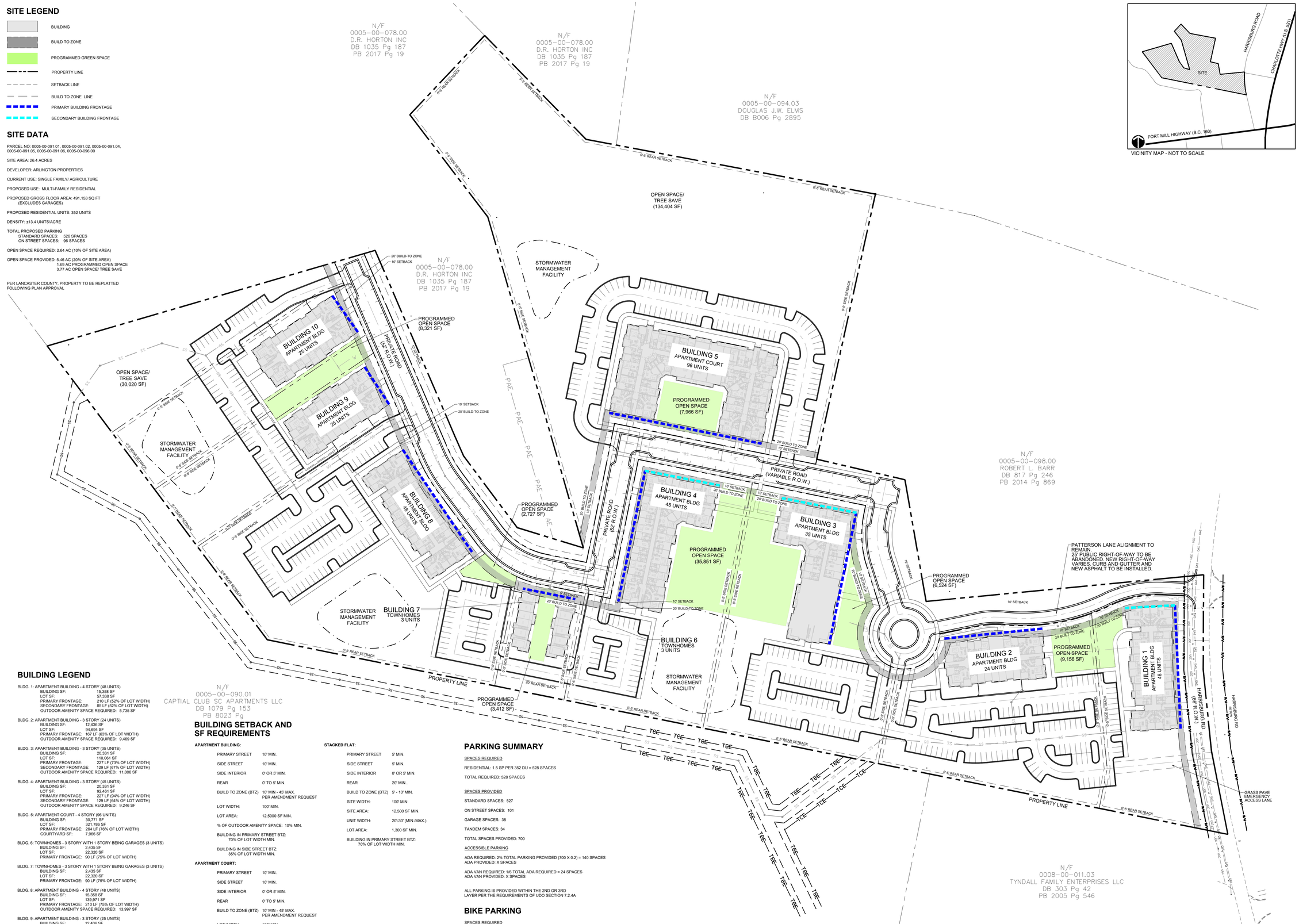
DENSITY: ±13.4 UNITS/ACRE

TOTAL PROPOSED PARKING
STANDARD SPACES: 526 SPACES
ON STREET SPACES: 96 SPACES

OPEN SPACE REQUIRED: 2.64 AC (10% OF SITE AREA)

OPEN SPACE PROVIDED: 5.46 AC (20% OF SITE AREA)
1.69 AC PROGRAMMED OPEN SPACE
3.77 AC OPEN SPACE/ TREE SAVE

PER LANCASTER COUNTY, PROPERTY TO BE REPLATTED FOLLOWING PLAN APPROVAL



VICINITY MAP - NOT TO SCALE

BUILDING LEGEND

BLDG. 1: APARTMENT BUILDING - 4 STORY (48 UNITS)
BUILDING SF: 15,358 SF
LOT SF: 57,338 SF
PRIMARY FRONTAGE: 210 LF (92% OF LOT WIDTH)
SECONDARY FRONTAGE: 85 LF (52% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 5,735 SF

BLDG. 2: APARTMENT BUILDING - 3 STORY (24 UNITS)
BUILDING SF: 12,436 SF
LOT SF: 94,894 SF
PRIMARY FRONTAGE: 167 LF (63% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 9,469 SF

BLDG. 3: APARTMENT BUILDING - 3 STORY (35 UNITS)
BUILDING SF: 20,331 SF
LOT SF: 110,061 SF
PRIMARY FRONTAGE: 227 LF (73% OF LOT WIDTH)
SECONDARY FRONTAGE: 129 LF (67% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 11,006 SF

BLDG. 4: APARTMENT BUILDING - 3 STORY (45 UNITS)
BUILDING SF: 20,331 SF
LOT SF: 92,461 SF
PRIMARY FRONTAGE: 227 LF (94% OF LOT WIDTH)
SECONDARY FRONTAGE: 129 LF (64% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 9,246 SF

BLDG. 5: APARTMENT COURT - 4 STORY (96 UNITS)
BUILDING SF: 30,771 SF
LOT SF: 321,786 SF
PRIMARY FRONTAGE: 264 LF (76% OF LOT WIDTH)
COURTYARD SF: 7,966 SF

BLDG. 6: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
BUILDING SF: 2,435 SF
LOT SF: 22,320 SF
PRIMARY FRONTAGE: 90 LF (75% OF LOT WIDTH)

BLDG. 7: TOWNHOMES - 3 STORY WITH 1 STORY BEING GARAGES (3 UNITS)
BUILDING SF: 2,435 SF
LOT SF: 22,320 SF
PRIMARY FRONTAGE: 90 LF (75% OF LOT WIDTH)

BLDG. 8: APARTMENT BUILDING - 4 STORY (48 UNITS)
BUILDING SF: 15,358 SF
LOT SF: 139,971 SF
PRIMARY FRONTAGE: 210 LF (75% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 13,997 SF

BLDG. 9: APARTMENT BUILDING - 3 STORY (25 UNITS)
BUILDING SF: 12,436 SF
LOT SF: 48,534 SF
PRIMARY FRONTAGE: 75 LF (71% OF LOT WIDTH)
OUTDOOR AMENITY SPACE REQUIRED: 4,853 SF

BLDG. 10: APARTMENT BUILDING - 3 STORY (25 UNITS)
BUILDING SF: 12,436 SF
LOT SF: 51,760 SF
PRIMARY FRONTAGE: 75 LF (71% OF LOT WITDH)
OUTDOOR AMENITY SPACE REQUIRED: 5,176 SF

BUILDING SETBACK AND SF REQUIREMENTS

APARTMENT BUILDING:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	100' MIN.
LOT AREA:	12,5000 SF MIN.
% OF OUTDOOR AMENITY SPACE:	10% MIN.
BUILDING IN PRIMARY STREET BTZ:	70% OF LOT WIDTH MIN.
BUILDING IN SIDE STREET BTZ:	35% OF LOT WIDTH MIN.

APARTMENT COURT:

PRIMARY STREET	10' MIN.
SIDE STREET	10' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	0' TO 5' MIN.
BUILD TO ZONE (BTZ)	10' MIN - 45' MAX. PER AMENDMENT REQUEST
LOT WIDTH:	150' MIN.
LOT AREA:	30,000 SF MIN.
BUILDING IN PRIMARY STREET BTZ:	40% OF LOT WIDTH MIN.
BUILDING IN SIDE STREET BTZ:	40% OF LOT WIDTH MIN.

COURTYARD DIMENSIONS
AREA: 2,000 SF MIN.
% OF OUTDOOR AMENITY SPACE: 10% MIN.
WIDTH: 45' MIN

STACKED FLAT:

PRIMARY STREET	5' MIN.
SIDE STREET	5' MIN.
SIDE INTERIOR	0' OR 5' MIN.
REAR	20' MIN..
BUILD TO ZONE (BTZ)	5' - 10' MIN.
SITE WIDTH:	100' MIN.
SITE AREA:	12,500 SF MIN.
UNIT WIDTH:	20'-30' (MIN./MAX.)
LOT AREA:	1,300 SF MIN.
BUILDING IN PRIMARY STREET BTZ:	70% OF LOT WIDTH MIN.

PARKING SUMMARY

SPACES REQUIRED

RESIDENTIAL: 1.5 SP PER 352 DU = 528 SPACES

TOTAL REQUIRED: 528 SPACES

SPACES PROVIDED

STANDARD SPACES: 527

ON STREET SPACES: 101

GARAGE SPACES: 38

TANDEM SPACES: 34

TOTAL SPACES PROVIDED: 700

ACCESSIBLE PARKING

ADA REQUIRED: 2% TOTAL PARKING PROVIDED (700 X 0.2) = 140 SPACES
ADA PROVIDED: X SPACES

ADA VAN REQUIRED: 1/6 TOTAL ADA REQUIRED = 24 SPACES
ADA VAN PROVIDED: X SPACES

ALL PARKING IS PROVIDED WITHIN THE 2ND OR 3RD LAYER PER THE REQUIREMENTS OF UDO SECTION 7.2.4A

BIKE PARKING

SPACES REQUIRED

SHORT TERM REQUIRED: 1/20 UNITS = 18
LONG TERM REQUIRED: 1/5 UNITS = 71

SPACES PROVIDED

SHORT TERM PROVIDED: 18
LONG TERM PROVIDED: 72

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396

KEY MAP

SEAL

PRELIMINARY
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XXXXX XXXXXXXX	####	3/23/21
ENGINEER	REG #	DATE

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#
1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021
	*****	

DESIGNED BY: XX
DRAWN BY: XX
CHECKED BY: XX

SCALE
VERT: N/A
HORZ: 1" = 60'
0 30 60 120

NORTH

SHEET TITLE
ZONING COMPLIANCE PLAN

SHEET NUMBER
G4-00

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

EXISTING PARCEL
BOUNDARIES TO
BE COMBINED

N43° 26' 13.04"E
165.429

S44° 17' 24.06"E
246.532

S79° 16' 32.41"E
501.005

N31° 11' 20.07"W
249.102

N73° 44' 29.10"E
551.106

S23° 17' 18.84"E
341.898

S23° 15' 39.22"E
358.726

N23° 15' 39.22"W
384.619

S23° 52' 03.64"E
39.140

S38° 40' 03.03"E
151.936

S38° 40' 03.03"E
171.882

S72° 38' 13.19"E
117.677

S78° 32' 49.97"E
70.261

L=52.866, R=224.000

L=89.077, R=276.000

N36° 16' 23.35"W

L=129.336, R=176.000

122.261
N78° 32' 49.97"W

N11° 27' 10.03"E
241.257

PROPOSED
PRIVATE STREET
RIGHT-OF-WAY

S11° 27' 10.03"W
241.257

865.595
N11° 27' 10.03"E

S78° 32' 49.97"E
349.162

N78° 32' 49.97"W
394.284

PROPOSED
PRIVATE STREET
RIGHT-OF-WAY

S76° 53' 22.41"E
154.642

N11° 27' 10.03"E
R=176.000
15.166

N17° 27' 10.03"W
75.081

L=236.810, R=60.000

S78° 27' 21.24"W
68.953

L=41.190, R=137.500

L=185.426, R=337.500

L=92.928, R=187.500

N84° 30' 43.79"E
439.227

N84° 30' 45.55"E
34.953

N87° 27' 45.08"W
37.077

S00° 15' 34.92"W
168.810

S05° 45' 17.08"E
139.340

S11° 02' 29.08"E
72.375

S11° 02' 29.08"E
72.561

461.838
S12° 28' 25.76"W

N16° 29' 41.16"W
624.471

1631.922
N78° 32' 49.97"W

1631.922
N78° 32' 49.97"W

N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869

N/F
0005-00-090.01
CAPTIAL CLUB SC APARTMENTS LLC
DB 1079 Pg 153
PB 8023 Pg

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

KEY MAP

SEAL

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XXXXX XXXXXXXX | #### | 3/23/21
ENGINEER | REG. # | DATE

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#
1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: DAW
DRAWN BY: SFC
CHECKED BY: DAW

SCALE
VERT: N/A
HORZ: 1" = 60'
0 30 60 120

NORTH

SHEET TITLE
PRELIMINARY PLAT PLAN

SHEET NUMBER
G5-00

WATER SYSTEM NOTE:

A HYDRAULIC WATER MODEL WILL BE PREPARED DURING THE DESIGN STAGE TO DETERMINE IF THE EXISTING WATER LINE IN HARRISBURG ROAD IS SUFFICIENT TO SERVE THE DEVELOPMENT SITE. SHOULD THE ANALYSIS DETERMINE INADEQUATE HYDRAULICS, DEVELOPER WILL DETERMINE WATER LINE SIZE UPSIZING NEEDS FOR THE DEVELOPMENT AND WILL WORK WITH LCWSD ON ANY NEEDS BEYOND DEVELOPMENT NEEDS VIA A COST REIMBURSEMENT.

LandDesign.

223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM
SC ENG. FIRM LICENSE # C01396

KEY MAP

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XXXXX XXXXXXXX	####	3/23/21
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#

1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: LDI
DRAWN BY: LDI
CHECKED BY: LDI

SCALE

VERT: N/A
HORZ: 1"=60'

0 30 60 120

NORTH

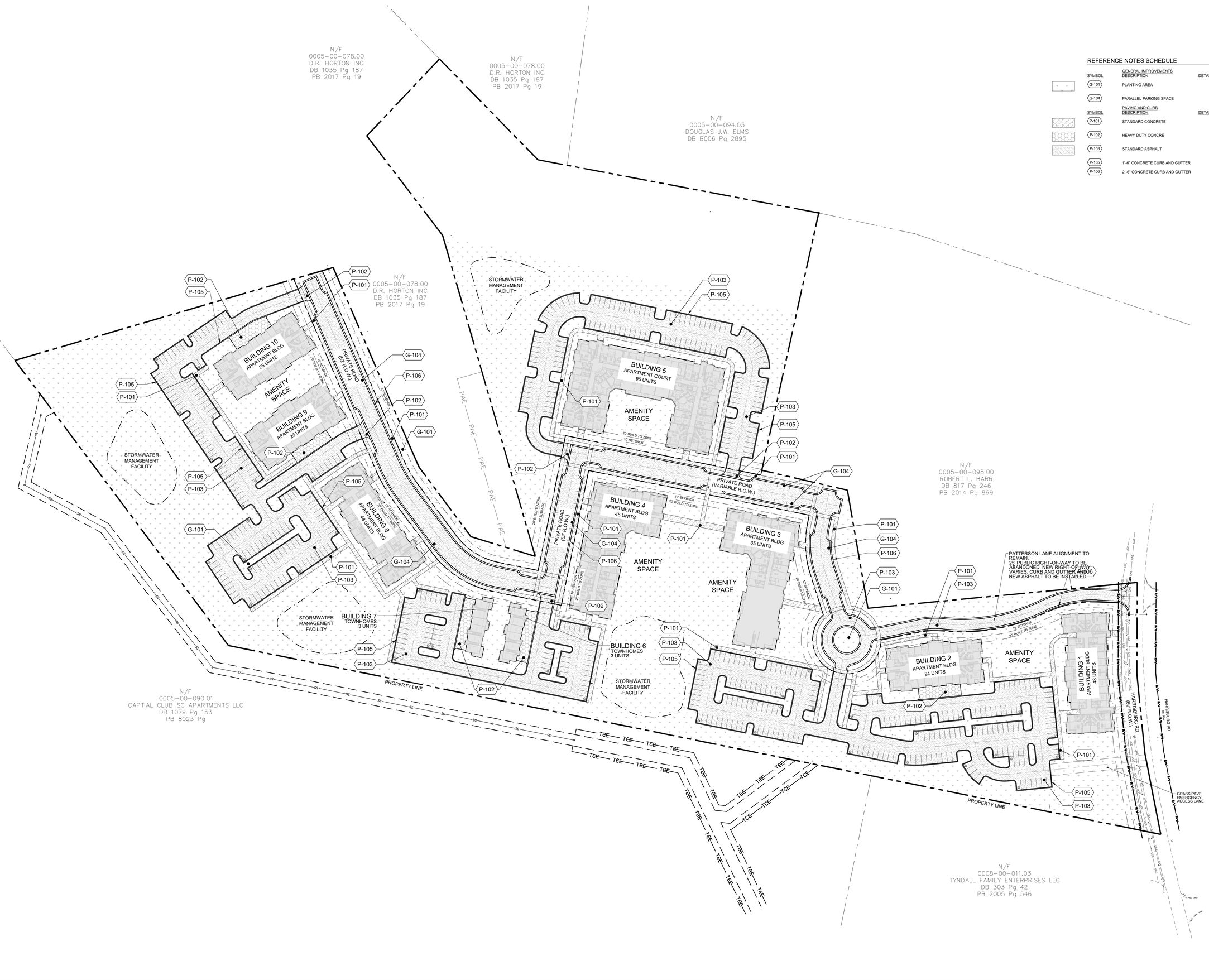
SHEET TITLE

OVERALL UTILITIES PLAN

SHEET NUMBER

C1-00

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REFERENCE NOTES SCHEDULE

SYMBOL	GENERAL IMPROVEMENTS DESCRIPTION	DETAIL
G-101	PLANTING AREA	
G-104	PARALLEL PARKING SPACE	

SYMBOL	PAVING AND CURB DESCRIPTION	DETAIL
P-101	STANDARD CONCRETE	
P-102	HEAVY DUTY CONCRE	
P-103	STANDARD ASPHALT	
P-105	1'-6" CONCRETE CURB AND GUTTER	
P-106	2'-6" CONCRETE CURB AND GUTTER	

KEY MAP

SEAL

PRELIMINARY
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XXXXX XXXXXXXX	####	3/23/21
ENGINEER	REG. #	DATE

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#

1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: DAW
DRAWN BY: SFC
CHECKED BY: DAW

SCALE

NORTH

VERT: N/A
HORZ: 1" = 60'

0 30 60 120

SHEET TITLE

MATERIALS PLAN

SHEET NUMBER

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0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

STORMWATER MANAGEMENT FACILITY

BUILDING 10
APARTMENT BLDG
25 UNITS

BUILDING 9
APARTMENT BLDG
25 UNITS

BUILDING 8
APARTMENT BLDG
48 UNITS

AMENITY SPACE

PRIVATE ROAD (52' R.O.W.)

PRIVATE ROAD (VARIABLE R.O.W.)

STORMWATER MANAGEMENT FACILITY

BUILDING 7
TOWNHOMES
3 UNITS

BUILDING 6
TOWNHOMES
3 UNITS

STORMWATER MANAGEMENT FACILITY

BUILDING 5
APARTMENT COURT
96 UNITS

AMENITY SPACE

BUILDING 4
APARTMENT BLDG
45 UNITS

AMENITY SPACE

BUILDING 3
APARTMENT BLDG
35 UNITS

AMENITY SPACE

BUILDING 2
APARTMENT BLDG
24 UNITS

AMENITY SPACE

BUILDING 1
APARTMENT BLDG
48 UNITS

PATTERSON LANE ALIGNMENT TO REMAIN. 25' PUBLIC RIGHT-OF-WAY TO BE ABANDONED. NEW RIGHT-OF-WAY VARIES. CURB AND GUTTER AND NEW ASPHALT TO BE INSTALLED.

HARRISBURG RD. (66' R.O.W.)

GRASS PAVE EMERGENCY ACCESS LANE

PROPERTY LINE

PROPERTY LINE

N/F
0005-00-090.01
CAPTIAL CLUB SC APARTMENTS LLC
DB 1079 Pg 153
PB 8023 Pg

N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

KEY MAP

SEAL

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ENGINEER	REG. #	DATE

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PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#

1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021
	*****	

DESIGNED BY: DAW
DRAWN BY: SFC
CHECKED BY: DAW

SCALE

NORTH

VERT: N/A
HORZ: 1" = 60'

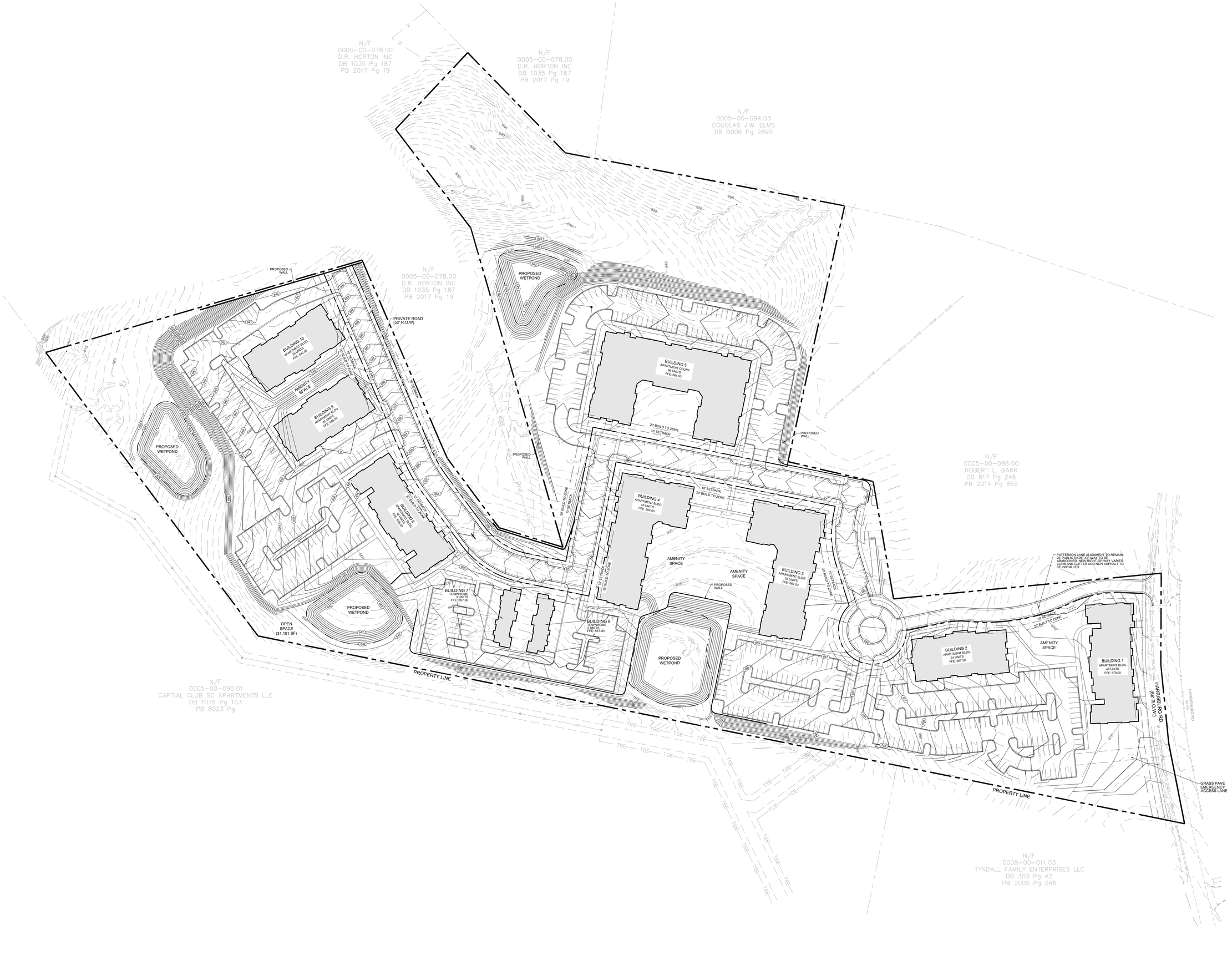
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SHEET TITLE

LAYOUT PLAN

SHEET NUMBER

C3-00



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KEY MAP

SEAL

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ENGINEER	REG. #	DATE

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PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#

1020198

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: XX
DRAWN BY: XX
CHECKED BY: XX

SCALE

VERT: N/A
HORZ: 1" = 60'

0 30 60 120

NORTH

SHEET TITLE

GRADING PLAN

SHEET NUMBER

C4-00

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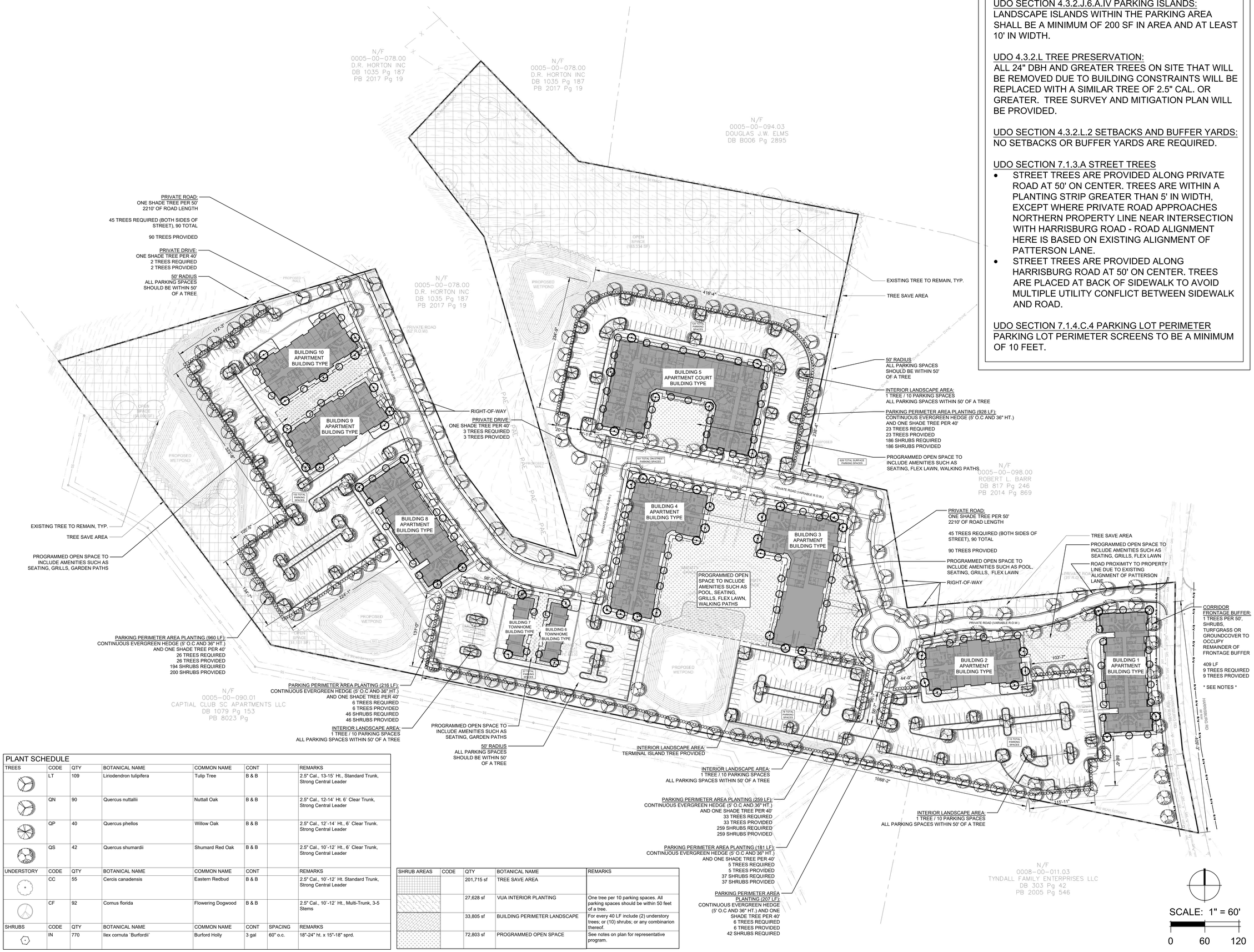
UDO SECTION 4.3.2.J.6.A.IV PARKING ISLANDS:
LANDSCAPE ISLANDS WITHIN THE PARKING AREA SHALL BE A MINIMUM OF 200 SF IN AREA AND AT LEAST 10' IN WIDTH.

UDO 4.3.2.L TREE PRESERVATION:
ALL 24" DBH AND GREATER TREES ON SITE THAT WILL BE REMOVED DUE TO BUILDING CONSTRAINTS WILL BE REPLACED WITH A SIMILAR TREE OF 2.5" CAL. OR GREATER. TREE SURVEY AND MITIGATION PLAN WILL BE PROVIDED.

UDO SECTION 4.3.2.L.2 SETBACKS AND BUFFER YARDS:
NO SETBACKS OR BUFFER YARDS ARE REQUIRED.

UDO SECTION 7.1.3.A STREET TREES
- STREET TREES ARE PROVIDED ALONG PRIVATE ROAD AT 50' ON CENTER. TREES ARE WITHIN A PLANTING STRIP GREATER THAN 5' IN WIDTH, EXCEPT WHERE PRIVATE ROAD APPROACHES NORTHERN PROPERTY LINE NEAR INTERSECTION WITH HARRISBURG ROAD - ROAD ALIGNMENT HERE IS BASED ON EXISTING ALIGNMENT OF PATTERSON LANE.
- STREET TREES ARE PROVIDED ALONG HARRISBURG ROAD AT 50' ON CENTER. TREES ARE PLACED AT BACK OF SIDEWALK TO AVOID MULTIPLE UTILITY CONFLICT BETWEEN SIDEWALK AND ROAD.

UDO SECTION 7.1.4.C.4 PARKING LOT PERIMETER
PARKING LOT PERIMETER SCREENS TO BE A MINIMUM OF 10 FEET.



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	LT	109	Liriodendron tulipifera	Tulip Tree	B & B		2.5" Cal., 13-15` Ht., Standard Trunk, Strong Central Leader
	QN	90	Quercus nuttallii	Nuttall Oak	B & B		2.5" Cal., 12-14` Ht. 6` Clear Trunk, Strong Central Leader
	QP	40	Quercus phellos	Willow Oak	B & B		2.5" Cal., 12`-14` Ht., 6` Clear Trunk. Strong Central Leader
	QS	42	Quercus shumardii	Shumard Red Oak	B & B		2.5" Cal., 10`-12` Ht., 6` Clear Trunk, Strong Central Leader
UNDERSTORY	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	CC	55	Cercis canadensis	Eastern Redbud	B & B		2.5" Cal., 10`-12` Ht. Standard Trunk, Strong Central Leader
	CF	92	Cornus florida	Flowering Dogwood	B & B		2.5" Cal., 10`-12` Ht., Multi-Trunk, 3-5 Stems
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	770	Ilex cornuta `Burfordii`	Burford Holly	3 gal	60" o.c.	18"-24" ht. x 15"-18" sprd.

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	REMARKS
		201,715 sf	TREE SAVE AREA	
		27,628 sf	VUA INTERIOR PLANTING	One tree per 10 parking spaces. All parking spaces should be within 50 feet of a tree.
		33,805 sf	BUILDING PERIMETER LANDSCAPE	For every 40 LF include (2) understory trees; or (10) shrubs; or any combinarion thereof.
		72,803 sf	PROGRAMMED OPEN SPACE	See notes on plan for representative program.

KEY

SOUTH CAROLINA
Dix.Hite + Partners
No. 271
CERTIFICATE OF AUTHORIZATION

SEAL

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1385
RYAN C. COLLINS

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.# 60110

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE NORTH

VERT:
HORZ: 1"=60'
0 30 60 120

SHEET TITLE

LANDSCAPE CODE PLAN

SHEET NUMBER

LA1.00

NOTE:
SURVEY OF TREES 24" DBH AND GREATER

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

0005-00-091.02
DONNA S. PATTERSON
DB 415 Pg 114

PORTION OF:
0005-00-091.01
DONNA S. PATTERSON
DB 527 Pg 241
PB 2019 Pg 596

0005-00-091.05
DONNA S. PATTERSON
DB 415 Pg 114
MB 2000 Pg 388

0005-00-091.04
JONNA P. BARBER
DB 431 Pg 1
MB 2006 Pg 156

0005-00-091.06
DEREK S. PATTERSON
DB 551 Pg 146
MB 2010 Pg 54

PORTION OF:
0005-00-091.01
DONNA S. PATTERSON
DB 527 Pg 241
PB 2019 Pg 596

0005-00-096.00
ALAN D. PATTERSON
DB 1146 Pg 334
MB 7 Pg 123

0005-00-091.02
DONNA S. PATTERSON ETAL
DB 430 Pg 341
MB 2000 Pg 388

0005-00-091.05
DONNA S. PATTERSON
DB 415 Pg 114

N/F
0005-00-090.01
CAPTIAL CLUB SC APARTMENTS LLC
DB 1079 Pg 153
PB 8023 Pg

N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

SCALE: 1" = 60'

0 60 120

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ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#
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REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE NORTH

VERT:
HORZ: 1"=60'
0 30 60 120

SHEET TITLE

TREE SURVEY

SHEET NUMBER

LA1.10

UDO 4.3.2.L TREE PRESERVATION:
ALL 24" DBH AND GREATER TREES ON SITE THAT WILL BE REMOVED DUE TO BUILDING CONSTRAINTS WILL BE REPLACED WITH A SIMILAR TREE OF 2.5" CAL. OR GREATER. TREE SURVEY AND MITIGATION PLAN WILL BE PROVIDED.

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-090.01
CAPTIAL CLUB SC APARTMENTS LLC
DB 1079 Pg 153
PB 8023 Pg

N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

TREE SAVE AREA 1

TREE SAVE AREA 2

TREE SAVE AREA 3

24" DBH OR GREATER TREE TO BE REMOVED AND REPLACED BY SIMILAR TREE OF 2.5" CAL. OR GREATER, TYP.

24" DBH OR GREATER TREE TO BE REMOVED AND REPLACED BY SIMILAR TREE OF 2.5" CAL. OR GREATER, TYP.

24" DBH OR GREATER TREE TO BE PRESERVED, TYP.

24" DBH OR GREATER TREE TO BE REMOVED AND REPLACED BY SIMILAR TREE OF 2.5" CAL. OR GREATER

BUILDING 10 APARTMENT BUILDING TYPE
BUILDING 9 APARTMENT BUILDING TYPE
BUILDING 8 APARTMENT BUILDING TYPE
BUILDING 7 STACKED FLAT BUILDING TYPE
BUILDING 6 STACKED FLAT BUILDING TYPE
BUILDING 5 APARTMENT COURT BUILDING TYPE
BUILDING 4 APARTMENT BUILDING TYPE
BUILDING 3 APARTMENT BUILDING TYPE
BUILDING 2 APARTMENT BUILDING TYPE
BUILDING 1 APARTMENT BUILDING TYPE

OPEN SPACE (0.53 AC)
OPEN SPACE (0.53 AC)
OPEN SPACE (83,534 SF)
OPEN SPACE (61,131 SF)
AMENITY SPACE
PROPOSED WETPOND
PROPOSED WALL
PRIVATE ROAD (22' R.O.W.)
HARRISBURG RD

SCALE: 1" = 60'
0 60 120

Tree Mitigation Chart

Tree Mitigation	
Trees 24" and Greater	
Removed Trees	57
Replaced Trees (2.5" Cal.)	57
Preserved Trees	19

Tree Save Area	
TSA 1	149,095
TSA 2	45,936
TSA 3	6,684
Total TSA	201,715

NOTE: TREE SAVE AREAS ARE NOT BEING USED TO CLAIM ANY INCENTIVES OUTLINED IN UDO SECTION 7.1.2.A

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PROJECT
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ARLINGTON PROPERTIES
PATTERSON LANE
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LANDDESIGN PROJ.# 60110

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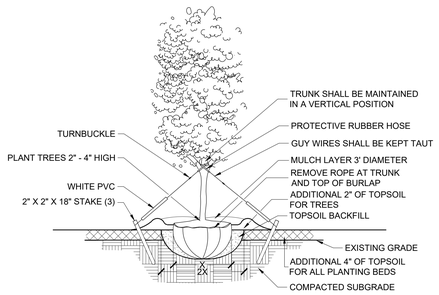
NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE
VERT:
HORZ: 1"=60'
0 30 60 120
NORTH

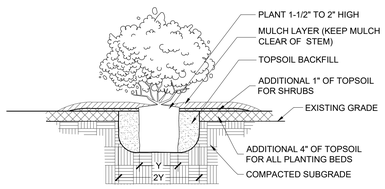
SHEET TITLE
TREE MITIGATION PLAN

SHEET NUMBER
LA1.20



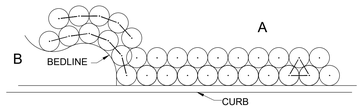
TYPICAL TREE PLANTING

CROSS SECTION - N.T.S.



TYPICAL SHRUB PLANTING

CROSS SECTION - N.T.S.



A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR - SPACED IN ROWS PARALLEL TO THE STRAIGHT EDGE.

B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGE. CURVED EDGES TO BE VERY SMOOTH RADII.

TYPICAL SHRUB LAYOUT

PLAN - N.T.S.

LANDSCAPE NOTES

1. CONTRACTOR IS EXPECTED TO CARRY OUT ALL RESPONSIBILITIES SET FORTH IN THESE LANDSCAPE NOTES AND IN THE LANDSCAPE SPECIFICATIONS. THEY WILL BE STRICTLY ENFORCED BY THE OWNER/L.A.
2. ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER ACCORDING TO THE CURRENT NURSERY GRADES AND STANDARDS.
3. ALL PLANT BEDS SHALL BE DRESSED WITH 3" LAYER OF MULCH. ALL OTHER AREAS SHALL RECEIVE SOD (SEE PLAN FOR TYPE).
4. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO INSTALLATION.
5. ALL PLANTS SHALL MEET SIZE, CONTAINER, AND SPACING SPECIFICATIONS. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
6. CONTRACTOR SHALL BE RESPONSIBLE TO RECEIVE THE LANDSCAPE ARCHITECT'S APPROVAL OF ALL PLANT BED LAYOUTS AND TREE LOCATIONS PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S APPROVAL, CONTRACTOR WILL BE SUBJECT TO RELOCATING THE MATERIAL AT THE LANDSCAPE ARCHITECT'S REQUEST AND THE CONTRACTOR'S OWN EXPENSE.
7. ALL SHRUBS SHALL BE PLANTED 1-1/2" AND TREES 2-1/2" ABOVE GRADE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER PLANT HEALTH IN ON-SITE SOILS.
8. CONTRACTOR SHALL PERFORM SOIL TESTING PRIOR TO CONSTRUCTION 1) TO DETERMINE NUTRIENT STATUS AND PH OF SOIL AND 2) TO DETERMINE THE SOIL TEXTURE IN THE TOP 6" - 12" OF SOIL, AND THEN AMEND THE SOIL BASED ON THE RESULTS OF THE TESTS. SEE THE LANDSCAPE SPECIFICATIONS FOR MORE INFORMATION..
9. CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING. GRADING SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
10. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
11. CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS
12. SOIL SHALL BE FREE FROM LIME ROCK AND CONSTRUCTION DEBRIS.
13. IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES REPRESENTED ON THE PLAN VS. QUANTITIES SHOWN ON THE PLANT LIST, THE PLAN SHALL CONTROL.
14. CONTRACTOR SHALL MAINTAIN TREES IN A STRAIGHT AND PLUMB POSITION FOR ONE YEAR. CONTRACTOR SHALL STAKE ALL TREES IF REQUIRED BY THE JURISDICTION.
15. PRIOR TO REMOVAL OF ANY TREES, THE TREES TO BE RETAINED SHALL HAVE PROTECTIVE TREE BARRIERS.
16. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFFS AND QUANTITIES. THE QUANTITIES ON THE PLANT LIST SERVE ONLY AS A GUIDE TO THE OWNER AND L.A. THIS INCLUDES SOD AND MULCH QUANTITIES OF WHICH THE CONTRACTOR SHALL BE HELD TO BID QUANTITIES.
17. SUCCESSFUL BIDDER SHALL LOCK UP ALL MATERIALS IMMEDIATELY AFTER CONTRACT ASSIGNMENT. PLANTS SHALL BE HELD DURING THE PERIOD FROM CONTRACT TO INSTALLATION TO ALLOW ADDITIONAL GROWTH. ALL PLANTS WILL BE REQUIRED TO BE FULL AND HEALTHY. CONTRACTOR SHALL ARRANGE FOR PLANT APPROVAL PRIOR TO DELIVERY, EITHER BY SAMPLES. PHOTOS, OR NURSERY VISITS.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR WARRANTY OF HEALTH OF PLANTS IN ON-SITE SOILS. IF, DURING DIGGING, CONTRACTOR DISCOVERS WATER-LOGGED, CLAYEY, COMPACTED OR SIMILARLY POORLY DRAINED SOILS, IT SHOULD BE BROUGHT TO THE ATTENTION OF OWNER/LANDSCAPE ARCHITECT FOR REMEDIAL ACTION.
19. CONTRACTOR SHALL ANTICIPATE THE FIRST FIVE FEET AROUND BUILDING PERIMETER WILL BE COMPACTED AND FOUNDATION BEDS SHOULD BE TILLED AND IMPROVED TO SUSTAIN VIGOROUS, HEALTHY PLANT GROWTH.

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	LT	109	Liriodendron tulipifera	Tulip Tree	B & B		2.5" Cal., 13-15` Ht., Standard Trunk, Strong Central Leader
	QN	90	Quercus nuttallii	Nuttall Oak	B & B		2.5" Cal., 12-14` Ht. 6` Clear Trunk, Strong Central Leader
	QP	40	Quercus phellos	Willow Oak	B & B		2.5" Cal., 12`-14` Ht., 6` Clear Trunk. Strong Central Leader
	QS	42	Quercus shumardii	Shumard Red Oak	B & B		2.5" Cal., 10`-12` Ht., 6` Clear Trunk, Strong Central Leader
UNDERSTORY	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT		REMARKS
	CC	55	Cercis canadensis	Eastern Redbud	B & B		2.5" Cal., 10`-12` Ht. Standard Trunk, Strong Central Leader
	CF	92	Cornus florida	Flowering Dogwood	B & B		2.5" Cal., 10`-12` Ht., Multi-Trunk, 3-5 Stems
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	IN	770	Ilex cornuta `Burfordii`	Burford Holly	3 gal	60" o.c.	18"-24" ht. x 15"-18" sprd.
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
		201,715 sf	TREE SAVE AREA				
		27,628 sf	VUA INTERIOR PLANTING				One tree per 10 parking spaces. All parking spaces should be within 50 feet of a tree.
		33,805 sf	BUILDING PERIMETER LANDSCAPE				For every 40 LF include (2) understory trees; or (10) shrubs; or any combinarion thereof.
		72,803 sf	PROGRAMMED OPEN SPACE				See notes on plan for representative program.

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM

KEY

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION
Dix.Hite + Partners
No. 271

SEAL

STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1385
RYAN C. COLLINS

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.# 60110

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE

VERT:
HORZ: 1"=60'

NORTH

0 30 60 120

SHEET TITLE

DETAILS AND PLANT SCHEDULE

SHEET NUMBER

LA2.00

NOTE:
LIGHTING LAYOUT IS PRELIMINARY. FULL PHOTOMETRICS SHOWING COMPLIANCE WITH UDO SECTIONS 4.3.2.1 AND 7.3 WILL BE PROVIDED WITH CONSTRUCTION DOCUMENTS.

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

N/F
0005-00-094.03
DOUGLAS J.W. ELMS
DB B006 Pg 2895

N/F
0005-00-078.00
D.R. HORTON INC
DB 1035 Pg 187
PB 2017 Pg 19

BUILDING 10
APARTMENT
BUILDING TYPE

BUILDING 9
APARTMENT
BUILDING TYPE

BUILDING 8
APARTMENT
BUILDING TYPE

STREET LIGHTS, TYP.

PARKING LOT LIGHTS, TYP.

BUILDING 5
APARTMENT COURT
BUILDING TYPE

BUILDING 4
APARTMENT
BUILDING TYPE

BUILDING 3
APARTMENT
BUILDING TYPE

BUILDING 7
STACKED FLAT
BUILDING TYPE

BUILDING 6
STACKED FLAT
BUILDING TYPE

N/F
0005-00-098.00
ROBERT L. BARR
DB 817 Pg 246
PB 2014 Pg 869

STREET LIGHTS, TYP.

BUILDING 2
APARTMENT
BUILDING TYPE

BUILDING 1
APARTMENT
BUILDING TYPE

HARRISBURG RD

PARKING LOT LIGHTS, TYP.

N/F
0005-00-090.01
CAPITAL CLUB SC AP
DB 1079 Pg
PB 8023

N/F
0008-00-011.03
TYNDALL FAMILY ENTERPRISES LLC
DB 303 Pg 42
PB 2005 Pg 546

SCALE: 1" = 60'
0 60 120



PRODUCT: PREVAIL
MANUFACTURER:
EATON LIGHTING
www.cooperindustries.com
MODEL:
PRV-CXX-D-XXX-TX-SA-BK

PRV	PREVAIL
CXX	LIGHT ENGINE TBD
D	DIMMING
XXX	VOLTAGE TBD
TX	DISTR. TYPE TBD
SA	STANDARD ARM
BK	BLACK

MOUNTED @ 18' AFG ON A DIRECT BURY ALUMINUM POLE
STANDARD DUTY POLE WITH BLACK FINISH BY
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PARKING LOT LIGHTS, TYP.



PEDESTRIAN LIGHT
PRODUCT: ASHBERY AREA LIGHT, 18'

COLOR: STORMCLOUD

MANUFACTURER:
LANDSCAPE FORMS
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https://www.landscapeforms.com

STREET LIGHTS, TYP.

LandDesign.
223 NORTH GRAHAM STREET
CHARLOTTE, NC 28202
704.333.0325
WWW.LANDDESIGN.COM

KEY
SOUTH CAROLINA
Dix.Hite + Partners
No. 271
CERTIFICATE OF AUTHORIZATION

SEAL
STATE OF SOUTH CAROLINA
REGISTERED LANDSCAPE ARCHITECT
No. 1385
RYAN C. COLLINS

NOT FOR CONSTRUCTION

PROJECT
PATTERSON LANE MF

ARLINGTON PROPERTIES
PATTERSON LANE
INDIAN LAND, SC

LANDDESIGN PROJ.# 60110

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE
VERT:
HORZ: 1"=60'
0 30 60 120

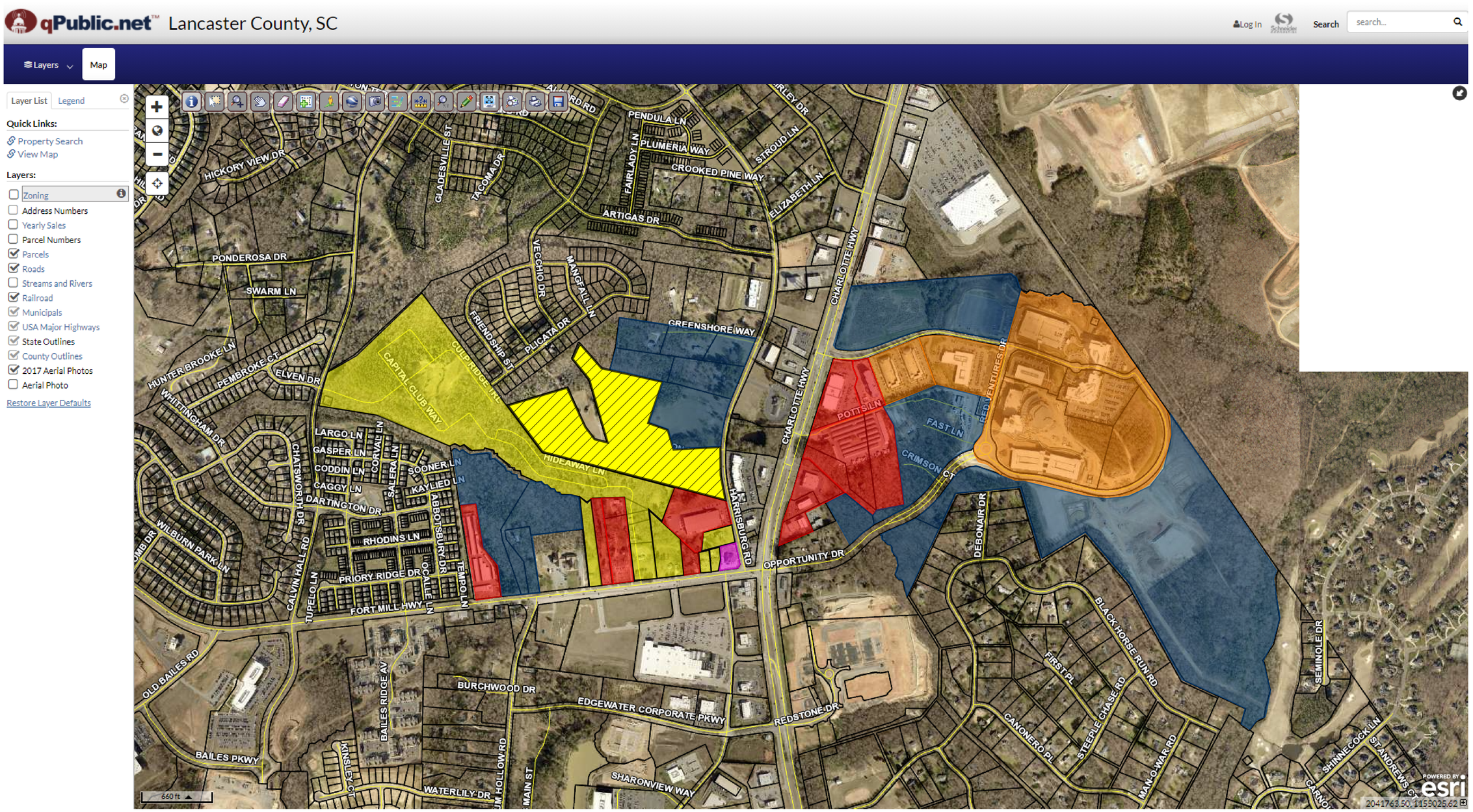
NORTH

SHEET TITLE
LIGHTING PLAN

SHEET NUMBER
LA3.00

MX Zoned Land Use Legend

- Commercial
- Office
- Residential Proposed
- Residential
- Vacant



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223 NORTH GRAHAM STREET
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KEY — SOUTH CAROLINA — Dix.Hite + Partners No. 271 — CERTIFICATE OF AUTHORIZATION

SEAL — STATE OF SOUTH CAROLINA — REGISTERED LANDSCAPE ARCHITECT — No. 1385 — RYAN C. COLLINS

NOT FOR CONSTRUCTION

PROJECT

PATTERSON LANE MF

ARLINGTON PROPERTIES

PATTERSON LANE

INDIAN LAND, SC

LANDDESIGN PROJ.#

60110

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE
1	MASTER DEV. PLAN RESUB.	03/23/2021

DESIGNED BY: RCC
DRAWN BY: IH
CHECKED BY: MP / RCC

SCALE — NORTH

VERT:
HORZ: 1"=60'

0 30 60 120

SHEET TITLE

LAND USE EXHIBIT

SHEET NUMBER

LA 4.00

Traffic Impact Analysis Report

Patterson Lane Apartments – Indian Land, SC

February 2021

PREPARED FOR:

ARLINGTON PROPERTIES

PREPARED BY:

STV INCORPORATED
900 WEST TRADE STREET, SUITE 715
CHARLOTTE, NC 28202

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TRAFFIC IMPACT ANALYSIS REPORT

Patterson Lane Apartments
Indian Land, SC

DOCUMENTATION PREPARED BY:

STV Incorporated
140 Stoneridge Drive
Suite 450
Columbia, SC 29210
Ph: 803.764.2913
E: Robert.Dubnicka@stvinc.com

February 2021

DRAFT

Robert J Dubnicka, PE
Senior Associate

EXECUTIVE SUMMARY

STV Incorporated has been contracted by Arlington Properties to conduct base and future year traffic analyses for the proposed Patterson Lane Apartments development in Indian Land, SC. The development is proposed to be constructed west of Harrisburg Road at Patterson Lane/Shopping Center Driveway.

For the purpose of this study, the development is assumed to be complete by 2023, however the scoping document dictates that the horizon year (build year + 1 year) was studied for the year 2024. The traffic operations analyses included in this report are:

- 2020 Base Year No-Build (BY-NB)
- 2024 Future Year No-Build (FY-NB) – Future conditions without the development
- 2024 Future Year Build (FY-B) – Future conditions with the build-out of the development
- 2024 Future Year Build + Improvements (FY-B+I) – To include the build-out of the development mitigation measures, as necessary

The Institute of Transportation Engineers (ITE's) Trip Generation Manual, Tenth Edition was used to calculate the number of trips the proposed development would generate in the weekday AM and PM peak hours. Traffic volumes at three of the study area intersections were collected by Quality Counts, and two of the study area intersections were collected from historic counts. For future conditions, a 12% growth factor was applied to the new counts per SCDOT guidelines during COVID-19, and a compound annual growth rate of four percent was used per historic trends to grow historic counts.

The capacity analysis was conducted using Synchro/SimTraffic 10 and SIDRA 8 software. To determine the site's impact to traffic, the results of the 2024 FY-NB and 2024 FY-B results were compared to determine where mitigation is warranted per SCDOT guidelines.

Harrisburg Road at Patterson Lane/Shopping Center Driveway met criteria to consider providing a northbound left turn lane. Additionally, an eastbound left turn lane was recommended. Due to increased delay in the AM peak of the FY-B scenario at the roundabout intersection of Harrisburg Road and Calvin Hall Road/Elmsbrook Lane, an eastbound yield-controlled slip right turn lane is recommended.

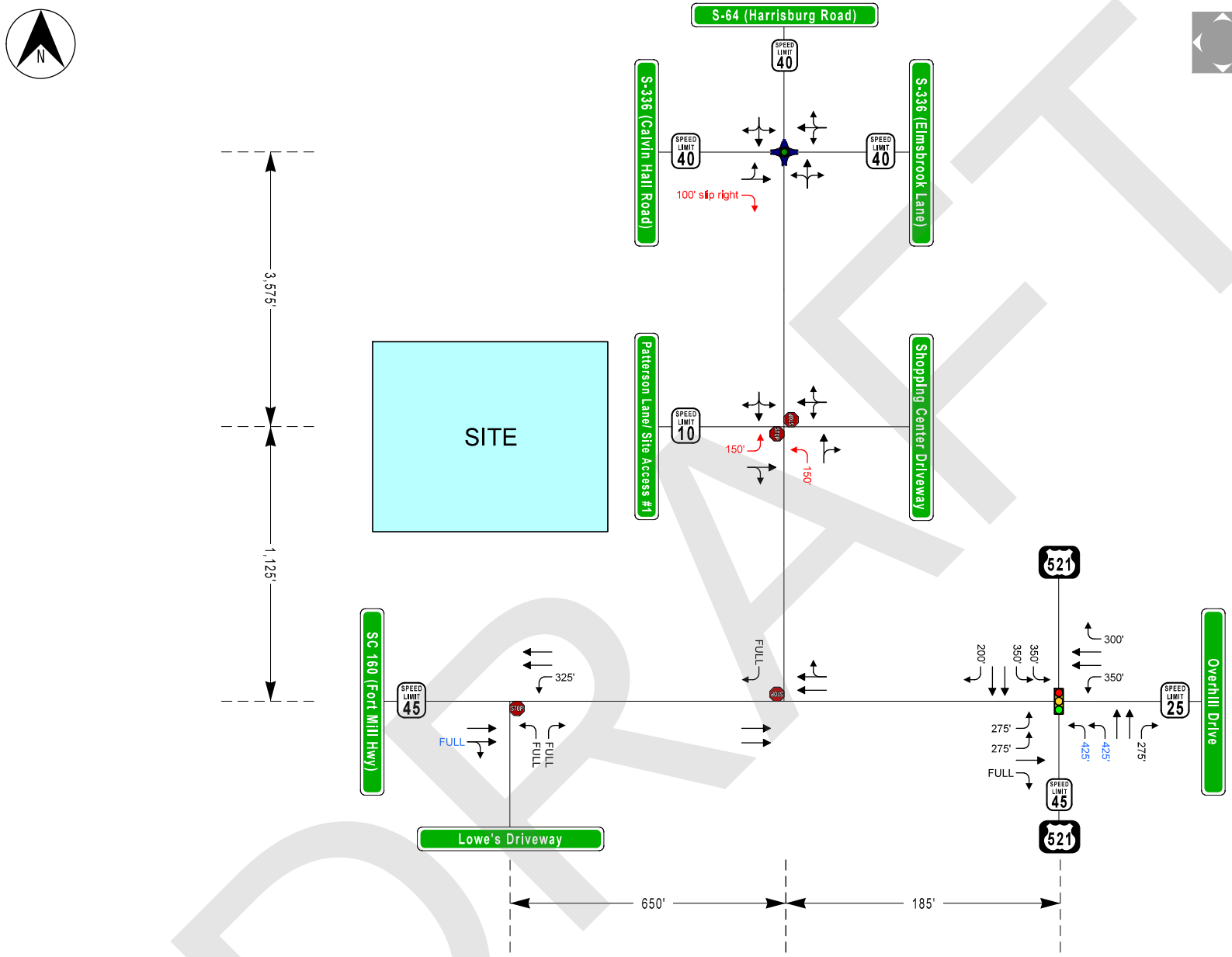
Table A outlines the recommendations as a part of this Traffic Impact Analysis and can be seen in Figure ES1.

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Table A: Traffic Impact Analysis Recommendations Summary

Intersection	Improvements
US 521 at SC 160/Overhill Drive	• No improvements are recommended at this intersection.
SC 160 at Harrisburg Road	• No improvements are recommended at this intersection.
SC 160 at Lowe's Driveway	• No improvements are recommended at this intersection.
Harrisburg Road at Patterson Lane/Shopping Center Driveway	• Provide a northbound left turn lane with 150 ft of storage and appropriate taper • Provide an eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road/Elmsbrook Lane	• Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

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Patterson Lane Apartments
Indian Land, South Carolina

Recommended Lane Geometry

Figure ES1

Legend

- Turning Movement
- Roadway
- Roundabout
- XX Recommended Improvements
- Traffic Signal
- Stop Sign
- XX' Storage Length
- XX Committed Improvements

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Appendix B: Approved Development Information

Appendix C: Volume Development

Appendix D: Trip Generation

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Appendix F: Turn Lane Evaluations

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1.0 PROJECT BACKGROUND

STV Incorporated has been contracted by Arlington Properties to conduct base and future year traffic analyses for the proposed Patterson Lane Apartments development in Indian Land, SC. The development is proposed to be constructed west of Harrisburg Road at Patterson Lane.

The proposed development is planned to include 350 mid-rise multifamily units. For the purpose of this study, the development is assumed to be complete by 2023, however the scoping document with the South Carolina Department of Transportation (SCDOT) dictates that the horizon year (build year + 1 year) be studied for the year 2024. The traffic operations analyses included in this report are:

- 2020 Base Year No-Build (BY-NB)
- 2024 Future Year No-Build (FY-NB) – Future conditions without the development
- 2024 Future Year Build (FY-B) – Future conditions with the build-out of the development
- 2024 Future Year Build + Improvements (FY-B+I) – To include the build-out of the development mitigation measures, as necessary

The following intersections are included in the traffic analysis:

- US 521 (Charlotte Highway) at SC 160 (Fort Mill Highway)/Overhill Drive
- SC 160 (Fort Mill Highway) at S-64 (Harrisburg Road)
- SC 160 (Fort Mill Highway) at Lowe's Driveway
- S-64 (Harrisburg Road) at Patterson Lane/Shopping Center Driveway
- S-64 (Harrisburg Road) at S-336 (Elmsbrook Lane/Calvin Hall Road)

1.1 PROJECT AREA DESCRIPTION

The Patterson Lane Apartments development will be located west of Harrisburg Road at Patterson Lane. Table 1.1 below represents the arterial and local roads included in the study area.

Table 1.1: Roadway Description

Road Name	Road Number	Functional Classification	Speed Limit (mph)	2019 AADT
Charlotte Highway	US 521	Principal Arterial	45	39,700
Fort Mill Highway	SC 160	Principal Arterial	45	16,300
Overhill Drive	-	Local	Not Posted*	-
Harrisburg Road	S-64	Major Collector	40	7,600
Lowe's Driveway	-	Local	Not Posted*	-
Patterson Lane	-	Local	10	-
Elmsbrook Lane	S-336	Local	40	-
Calvin Hall Road	S-336	Local	40	5,900

* Assumed 25 mph for analysis

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The site plan for the development site is illustrated in Figure 1. The vicinity map for the project area and the existing lane geometry are found in Figures 2 and 3, respectively.

2.0 TRAFFIC VOLUME DEVELOPMENT

Traffic volumes at the study area intersections were obtained from historic turning movement counts (TMCs) for the intersections of Harrisburg Road at Patterson Lane/Shopping Center Driveway and Harrisburg Road at Elmsbrook Lane/Calvin Hall Road. The AM and PM peak counts for both intersections were collected on Wednesday, April 22nd, 2015. In accordance with SCDOT's "Revised Guidance for conducting Traffic Impact Studies during COVID19" memorandum dated July 29, 2020, a historical count can be used with an approved calculated historical growth rate. A four percent compound annual growth rate (CAGR) was approved by SCDOT during project scoping (Appendix A) and was applied to both TMCs for five years to grow the count to the year 2020.

For the remaining three intersections of US 521 at SC 160/Overhill Drive, SC 160 at Harrisburg Road, and SC 160 at Lowe's Driveway, TMCs were collected on Tuesday, January 11th, 2021. In accordance with SCDOT's COVID-19 Guidance memorandum, a 12% growth factor is to be applied to new counts until schools are back in session and average volumes normalize. Additionally, it was observed during TMC collection that volumes along the east leg (Overhill Drive) of the US 521 at SC 160/Overhill Drive intersection were lower than what would be typical when the Red Ventures office facility is in normal operation. Considering this observation, the 12% growth factor would not accurately reflect volumes entering and exiting Overhill Drive during normal traffic patterns. Therefore, a trip generation analysis was performed for the site (estimated 600,000 square feet of General Office) as seen in Table 2.1.

Table 2.1: Red Ventures Trip Generation

Land Use	Size	Unit	Peak Hour Type	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
General Office Building (LUC 710)	600	1,000 SF	Adjacent	6,033	590	507	83	625	100	525
Total Trips				**6,033**	**590**	**507**	**83**	**625**	**100**	**525**

It was assumed that 50% of the Red Ventures traffic would enter via Overhill Drive and the remaining 50% would use Red Ventures Drive to the north, outside of the project study area. These trips were distributed consistent with the approved site trip distribution of the Patterson Lane Apartments. This amounts to 25% of the trips be distributed to/from the south, 15% distributed to/from the west, and 10% distributed to/from the north. The associated estimated volumes for Red Ventures were applied and are included in base year conditions.

Traffic volumes were balanced between along SC 160 since there are limited driveways or roadways between the three intersections. Volumes were left unbalanced between the remaining intersections due to the presence of multiple driveways and roadways along Harrisburg Road. The 2020 BY-NB volumes are illustrated in Figure 4.

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There are six approved developments in the study area contributing to additional background traffic prior to 2024. These developments include:

- Patterson Property (2021) – East of Harrisburg Road and south of Barberville Road – 53 single family homes
- Lancaster Soccer Complex (2021) – West of Harrisburg Road and north of Calvin Hall Road – 4 field soccer complex
- Avondale (2023) – Southwest of the Harrisburg Road at Calvin Hall Rd/Elmsbrook Lane intersection – 365 single family homes, 165 townhomes, 200 senior housing apartments, 6,000 SF senior day center, 6,000 SF medical office
- Southstone/Covington (2023) – East of the Harrisburg Road at Barberville road intersection – 328 single family homes
- Sugar Creek (2023) – Along Harrisburg Road between Bareberville Road and Regent Parkway – 540 single family homes and 235 townhomes
- Chateau Ridge (2024) – West of Harrisburg Road between Barberville Road and Calvin Hall Road – 131 single family homes

Committed roadway improvements to the study intersections include extending the northbound dual left turn lanes along US 521 at SC 160/Overhill Drive to 425 ft of storage, as outlined in the Avondale TIA. Volume figures from the associated approved developments can be found in Appendix B. Due to the approved developments prior studies not including portions of the Patterson Lane Apartments study intersections, the associated volumes with these developments are filtered through the study area based on background volumes and engineering judgement. The approved development volumes are included in the analysis of future conditions and are illustrated in Figure 5.

The four percent CAGR was applied to the BY-NB volumes, along with the addition of the approved development volumes, to estimate 2024 FY-NB volumes. The 2024 FY-NB volumes are illustrated in Figure 6. Further information regarding volume development can be found in Appendix C.

2.1 TRIP GENERATION

The Institute of Transportation Engineers (ITE's) Trip Generation Manual, Tenth Edition was used to calculate the number of trips the proposed development would generate in the weekday AM and PM peak hours. The site is planned for 350 mid-rise multifamily units. The trip generation anticipated for this development is presented in Table 2.2. The trip generation calculations are presented in Appendix D.

Table 2.2: Trip Generation

Land Use	Size	Unit	Peak Hour Type	Daily Trips	AM Peak Hour			PM Peak Hour		
					Total	In	Out	Total	In	Out
Multifamily Housing Mid-Rise (LUC 221)	350	Dwelling Units	Adjacent	1,906	117	30	87	147	89	58
Total Trips				**1,906**	**117**	**30**	**87**	**147**	**89**	**58**

Source: Institute of Transportation Engineers (ITE's) Trip Generation Tenth Edition

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2.2 TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution percentages were developed for the proposed site and approved in scoping with SCDOT. These percentages were used to distribute the site-generated trips throughout the study area.

The site trip distribution percentages are presented in Figure 7. One distribution of note is the traffic exiting Patterson Avenue to the south on US 521. Due to the presence of a median at the intersection of Harrisburg Road at SC 160, turning movements at this intersection are restricted to right-in/right-out. Vehicles exiting the proposed development whose destination is US 521 to the south are anticipated to use the SC 160 at Lowe's Driveway intersection as a U-turn point to then travel east on SC 160 and turn right to continue south on US 521. Site trips were assigned within the study area network by applying the trip distribution percentages to the trips generated by the development. The assigned site trips are presented in Figure 8. The 2024 FY-B volumes were developed by adding the aforementioned site trips to the 2024 FY-NB volumes. The 2024 FY-B volumes are presented in Figure 9.

3.0 CAPACITY ANALYSIS METHODOLOGY

The capacity analysis was conducted using Synchro/SimTraffic 10 and SIDRA 8 software. Following the methodology described in the Highway Capacity Manual (HCM) 6th Edition, Synchro and SIDRA evaluate the performance of an intersection or group of intersections and provides a Level of Service (LOS). Total delay experienced by each vehicle as a result of traffic control devices are used to determine the LOS. The LOS ranges from A to F. The LOS definitions for signalized, stop-controlled, and roundabout intersections are presented in Table 3.1. For unsignalized intersections that are not all-way stop control, the delay for the stop sign controlled approaches and for major street left turn movements are used to evaluate intersection operations.

Table 3.1: HCM Level of Service Definition

Level of Service	Control Delay (sec/veh)	
	Stop Controlled or Roundabout Intersection	Signalized Intersection
A	≤ 10	≤ 10
B	> 10 and ≤ 15	> 10 and ≤ 20
C	> 15 and ≤ 25	> 20 and ≤ 35
D	> 25 and ≤ 35	> 35 and ≤ 55
E	> 35 and ≤50	> 55 and ≤ 80
F	> 50	> 80

Volume to Capacity ratio (v/c), which measures the level of congestion on a roadway by dividing the volume of traffic by the roadway capacity, is also reported. The maximum queue is reported from SimTraffic (for signalized and unsignalized intersections) as a queuing distance in feet. The 95th percentile queue is reported from SIDRA (for roundabouts) as a queueing distance in feet.

In the analysis, heavy vehicle percentages for each movement were set based on the collected turning movement counts. Lane widths were estimated based on measurements from available aerial imagery. For the analysis, a default peak hour factor (PHF) of 0.90 was used for the study network. With three

counts conducted during COVID-19, PHF's from the counts are not reflective of typical peak conditions. A PHF of 0.90 is consistent with SCDOT default Synchro guidelines and used throughout analysis.

The signal phasing for US 521 at SC 160/Overhill Drive was observed in field conditions and coded accordingly for analysis. Cycle length and split timings were optimized in each peak hour and in each scenario while also following SCDOT default settings for minimum splits and clearance intervals.

The committed improvement per the Avondale TIA to provide 425 feet of northbound dual left storage along US 521 at SC 160/Overhill Drive is included in all future year analyses. Additionally, SC 160 to the west of the Lowe's Driveway is currently in construction to be widened to a four-lane roadway and is in place in future analysis.

4.0 CAPACITY ANALYSIS RESULTS

The results of the following scenarios of the capacity analysis are summarized by intersection in this section.

- 2020 BY-NB
- 2024 FY-NB
- 2024 FY-B
- 2024 FY-B+I (as necessary)

The detailed analysis reports are presented in Appendix E.

4.1 US 521 AT SC 160/OVERHILL DRIVE

The intersection of US 521 at SC 160/Overhill Drive is a four-leg signalized intersection, with separate left and right turn lanes on all four approaches. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.1-4.3.

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Table 4.1: US 521 at SC 160/Overhill Drive 2020 BY-NB Results

SC 160/Overhill Drive @ US 521	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	D	40.3	0.99	-	**E**	**65.9**	**1.04**	
EB Approach - SC 160	-	D	49.2	-	-	**F**	**96.0**	-	
WB Approach - Overhill Drive	-	C	33.2	-	-	**E**	**72.4**	-	
NB Approach - US 521	-	D	45.9	-	-	D	47.7	-	
SB Approach - US 521	-	C	27.0	-	-	**E**	**64.5**	-	
Eastbound Left-Turn (SC 160)	275'	**E**	**75.5**	**0.96**	**165**	**F**	**112.2**	**1.04**	**194**
Eastbound Thru (SC 160)	-	C	27.8	0.27	137	**E**	**58.5**	**0.22**	**137**
Eastbound Right-Turn (SC 160)	-	C	21.7	0.47	156	**E**	**77.4**	**0.91**	**204**
Westbound Left-Turn (Overhill Drive)	350'	D	42.1	0.35	154	**F**	**90.8**	**0.86**	**285**
Westbound Thru (Overhill Drive)	-	C	29.2	0.03	51	**E**	**61.8**	**0.33**	**136**
Westbound Right-Turn (Overhill Drive)	300'	C	22.6	0.04	50	**E**	**56.2**	**0.38**	**138**
Northbound Left-Turn (US 521)	225'	D	46.6	0.79	325	**F**	**113.2**	**1.02**	**325**
Northbound Thru (US 521)	-	D	49.5	0.99	561	C	23.3	0.58	1219
Northbound Right-Turn (US 521)	275'	B	15.9	0.23	375	A	8.0	0.03	40
Southbound Left-Turn (US 521)	350'	D	37.3	0.25	108	**E**	**68.2**	**0.22**	**449**
Southbound Thru (US 521)	-	C	29.4	0.77	285	**F**	**72.2**	**1.04**	**1374**
Southbound Right-Turn (US 521)	200'	B	17.0	0.41	297	B	12.7	0.26	300

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Table 4.2: US 521 at SC 160/Overhill Drive 2024 FY-NB Results

SC 160/Overhill Drive @ US 521	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	D	52.7	1.05	-	**F**	**119.7**	**1.27**	-
EB Approach - SC 160	-	**E**	**63.7**	-	-	**F**	**167.0**	-	-
WB Approach - Overhill Drive	-	D	38.2	-	-	**F**	**83.7**	-	-
NB Approach - US 521	-	**E**	**63.4**	-	-	**E**	**78.6**	-	-
SB Approach - US 521	-	C	31.4	-	-	**F**	**137.5**	-	-
Turn Lane Capacity and Queuing									
Eastbound Left-Turn (SC 160)	275'	**F**	**101.5**	**1.05**	**182**	**F**	**199.0**	**1.27**	**188**
Eastbound Thru (SC 160)	-	C	32.8	0.34	154	**E**	**60.8**	**0.28**	**93**
Eastbound Right-Turn (SC 160)	-	C	28.2	0.63	174	**F**	**136.9**	**1.12**	**204**
Westbound Left-Turn (Overhill Drive)	350'	D	47.2	0.40	125	**F**	**117.2**	**0.97**	**382**
Westbound Thru (Overhill Drive)	-	C	34.4	0.04	51	**E**	**62.3**	**0.39**	**138**
Westbound Right-Turn (Overhill Drive)	300'	C	27.2	0.05	53	**E**	**56.8**	**0.44**	**159**
Northbound Left-Turn (US 521)	425'	**E**	**72.4**	**0.95**	**524**	**F**	**200.3**	**1.27**	**525**
Northbound Thru (US 521)	-	**F**	**66.6**	**1.05**	**656**	C	25.7	0.69	1238
Northbound Right-Turn (US 521)	275'	B	15.4	0.25	375	A	7.5	0.04	21
Southbound Left-Turn (US 521)	350'	D	42.5	0.30	147	**E**	**68.0**	**0.24**	**450**
Southbound Thru (US 521)	-	C	34.9	0.85	319	**F**	**157.4**	**1.25**	**1386**
Southbound Right-Turn (US 521)	200'	B	17.1	0.45	298	B	14.1	0.32	300

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Table 4.3: US 521 at SC 160/Overhill Drive 2024 FY-B Results

SC 160/Overhill Drive @ US 521	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	D	52.2	1.05	-	**F**	**123.0**	**1.27**	-
EB Approach - SC 160	-	**E**	**62.8**	-	-	**F**	**168.7**	-	-
WB Approach - Overhill Drive	-	D	38.2	-	-	**F**	**83.7**	-	-
NB Approach - US 521	-	**E**	**61.3**	-	-	**F**	**80.4**	-	-
SB Approach - US 521	-	C	33.3	-	-	**F**	**143.5**	-	-
Turn Lane Capacity and Queuing									
Eastbound Left-Turn (SC 160)	275'	**F**	**101.5**	**1.05**	**180**	**F**	**199.0**	**1.27**	**198**
Eastbound Thru (SC 160)	-	C	32.8	0.34	157	**E**	**60.8**	**0.28**	**90**
Eastbound Right-Turn (SC 160)	-	C	28.7	0.66	174	**F**	**142.1**	**1.14**	**193**
Westbound Left-Turn (Overhill Drive)	350'	D	47.2	0.40	116	**F**	**117.2**	**0.97**	**277**
Westbound Thru (Overhill Drive)	-	C	34.4	0.04	49	**E**	**62.3**	**0.39**	**141**
Westbound Right-Turn (Overhill Drive)	300'	C	27.2	0.05	31	**E**	**56.8**	**0.44**	**153**
Northbound Left-Turn (US 521)	425'	**E**	**62.1**	**0.91**	**525**	**F**	**200.2**	**1.27**	**525**
Northbound Thru (US 521)	-	**F**	**66.6**	**1.05**	**716**	C	25.7	0.69	1243
Northbound Right-Turn (US 521)	275'	B	15.4	0.25	375	A	7.5	0.04	375
Southbound Left-Turn (US 521)	350'	D	42.5	0.30	126	**E**	**68.0**	**0.24**	**450**
Southbound Thru (US 521)	-	D	37.5	0.88	338	**F**	**165.9**	**1.27**	**1384**
Southbound Right-Turn (US 521)	200'	B	18.0	0.47	297	B	14.9	0.35	300

In BY-NB conditions, the intersection operates at LOS D during the AM peak and LOS E during the PM peak. In the 2024 FY-NB conditions, the intersection is expected to remain at LOS D during the AM peak and operate at LOS F during the PM peak. The significant decline in intersection operation in the PM peak is due to the increase in background traffic from approved development volumes and projected growth. The TMC for the intersection incurs a four percent CAGR for four years, which compounds the already heavy northbound/southbound traffic along US 521. To mitigate the LOS F in the PM peak that is present in the FY-NB condition, a cursory review of traditional widening improvements to construct three northbound/southbound through lanes along US 521 plus additional side-street left turn lanes was conducted. With these improvements modeled the intersection still reports a LOS E. Improving this intersection to an acceptable LOS in the PM peak would require alternative intersection measures that would require extensive re-construction of the intersection.

In 2024 FY-B conditions, the intersection LOS is expected to remain unchanged. While LOS F is not ideal, the increase in overall intersection delay is 3.3 seconds in the PM peak, an increase in delay of 2.76%. Due to the minimal delay incurred by the build out of the proposed site along with the significant

improvements needed to improve LOS in the FY-NB condition, no improvements are recommended as a result of the proposed development.

4.2 SC 160 AT HARRISBURG ROAD

The intersection of SC 160 at Harrisburg Road is a three-leg unsignalized right-in/right-out intersection with the southbound approach stop-controlled. This intersection is located approximately 150 ft from the intersection of US 521 at SC 160/Overhill Drive. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.4-4.6.

Table 4.4: SC 160 at Harrisburg Road 2020 BY-NB Results

SC 160 @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	B	11.6	-	-	B	14.1	-	-
Turn Lane Capacity and Queuing									
Eastbound Thru (SC 160)	-	A	0.0	0.11	64	A	0.0	0.14	631
Westbound Thru (SC 160)	-	A	0.0	0.23	39	A	0.0	0.27	17
Westbound Right-Turn (SC 160)	-	A	0.0	0.17	39	A	0.0	0.22	35
Southbound Right-Turn (Harrisburg Road)	-	B	11.6	0.16	78	B	14.1	0.39	118

Table 4.5: SC 160 at Harrisburg Road 2024 FY-NB Results

SC 160 @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	B	13.6	-	-	C	20.8	-	-
Turn Lane Capacity and Queuing									
Eastbound Thru (SC 160)	-	A	0.0	0.13	53	A	0.0	0.17	652
Westbound Thru (SC 160)	-	A	0.0	0.27	0	A	0.0	0.33	29
Westbound Right-Turn (SC 160)	-	A	0.0	0.21	0	A	0.0	0.30	29
Southbound Right-Turn (Harrisburg Road)	-	B	13.6	0.28	91	C	20.8	0.60	118

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Table 4.6: SC 160 at Harrisburg Road 2024 FY-B Results

SC 160 @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	B	14.8	-	-	D	25.1	-	-
Turn Lane Capacity and Queuing									
Eastbound Thru (SC 160)	-	A	0.0	0.14	89	A	0.0	0.17	651
Westbound Thru (SC 160)	-	A	0.0	0.27	21	A	0.0	0.33	0
Westbound Right-Turn (SC 160)	-	A	0.0	0.22	21	A	0.0	0.33	0
Southbound Right-Turn (Harrisburg Road)	-	B	14.8	0.36	98	D	25.1	0.68	136

In BY-NB conditions, the southbound approach of the intersection operates at LOS B during both the AM and PM peaks. In the 2024 FY-NB condition, the intersection is expected to operate at LOS B during the AM peak and LOS C during the PM peak. In the 2024 FY-B condition, the LOS is expected to remain LOS B during the AM peak and operate at LOS D during the PM peak. Therefore, no improvements are recommended at this intersection.

4.3 SC 160 AT LOWE'S DRIVEWAY

The intersection of SC 160 at Lowe's Driveway is a three-leg unsignalized full movement intersection with the northbound approach stop-controlled. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.7-4.9.

Table 4.7: SC 160 at Lowe's Driveway 2020 BY-NB Results

SC 160 @ Lowe's Driveway	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.8	-	-	A	2.5	-	-
NB Approach - Lowe's Driveway	-	C	19.4	-	-	**F**	**70.1**	**-**	**-**
Turn Lane Capacity and Queuing									
Westbound Left-Turn (SC 160)	325	B	10.3	0.076	55	B	13.8	0.29	122
Northbound Minor Lane 1 (Lowe's Driveway)	-	D	27.9	0.119	49	**F**	**130.9**	**0.66**	**115**
Northbound Minor Lane 2 (Lowe's Driveway)	-	B	10.9	0.033	78	B	12.2	0.08	118

Table 4.8: SC 160 at Lowe's Driveway 2024 FY-NB Results

SC 160 @ Lowe's Driveway	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	0.9	-	-	A	3.1	-	-
NB Approach - Lowe's Driveway	-	D	27.7	-	-	**F**	**284.1**	**-**	**-**
Turn Lane Capacity and Queuing									
Westbound Left-Turn (SC 160)	325	B	11.5	0.11	54	C	18.3	0.43	265
Northbound Minor Lane 1 (Lowe's Driveway)	-	**E**	**43.7**	**0.21**	**100**	**F**	**566.4**	**1.60**	**284**
Northbound Minor Lane 2 (Lowe's Driveway)	-	B	11.7	0.04	55	B	13.5	0.11	284

Table 4.9: SC 160 at Lowe's Driveway 2024 FY-B Results

SC 160 @ Lowe's Driveway	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - SC 160	-	A	0.0	-	-	A	0.0	-	-
WB Approach - SC 160	-	A	1.4	-	-	A	3.9	-	-
NB Approach - Lowe's Driveway	-	D	32.6	-	-	**F**	**385.0**	**-**	**-**
Turn Lane Capacity and Queuing									
Westbound Left-Turn (SC 160)	325	B	13.5	0.18	116	C	21.2	0.50	397
Northbound Minor Lane 1 (Lowe's Driveway)	-	**F**	**53.5**	**0.25**	**31**	**F**	**772.7**	**1.97**	**284**
Northbound Minor Lane 2 (Lowe's Driveway)	-	B	11.7	0.04	103	B	13.5	0.11	303

In BY-NB conditions, the northbound approach of the intersection operates at LOS C during the AM peak and LOS F during the PM peak, while the westbound shared left/U-turn operates at LOS B in both the AM and PM peaks. In the 2024 FY-NB condition, the intersection is expected to operate at LOS D during the AM peak and remain LOS F during the PM peak, while the westbound shared left/U-turn is expected to operate at LOS B in the AM peak and LOS C in the PM peak. The significant decline in intersection operation in the PM peak is due to the increase in background traffic from approved development volumes and projected growth. The TMC for the intersection incurs a four percent CAGR for four years, which compounds the already heavy eastbound/westbound traffic along SC 160. In the 2024 FY-B condition, the LOS is expected to remain unchanged for both the northbound approach and the westbound shared left/U-turn movement. While the northbound approach LOS F is not ideal, this is typical for a side street

approach to a major thoroughfare. Additionally, the site has multiple driveway connections on SC 160 and US 521 for alternative ingress and egress points.

4.4 HARRISBURG ROAD AT PATTERSON LANE/SHOPPING CENTER DRIVEWAY

The intersection of Harrisburg Road at Patterson Lane/Shopping Center Driveway is a four-leg unsignalized intersection with the eastbound and westbound approaches stop-controlled. The west leg of Patterson Lane will serve as a site access to the proposed development. The east leg of the Shopping Center Driveway is striped as a one-way egress lane, however volumes from the TMCs show ingress volumes to the driveway. Therefore, the intersection was analyzed as full movement. The results from the Synchro/SimTraffic capacity analysis for 2020 BY-NB, 2024 FY-NB and 2024 FY-B conditions are presented in Tables 4.10-4.12.

Table 4.10: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2020 BY-NB Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Base Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	C	16.1	-	-	B	10.8	-	-
WB Approach – Shopping Center Driveway	-	B	11.8	-	-	C	15.8	-	-
NB Approach - Harrisburg Road	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	A	1.4	-	-	A	1.1	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	-	C	16.1	0.01	29	B	10.8	0.00	0
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	11.8	0.241	76	C	15.8	0.25	89
Northbound Left-Turn (Harrisburg Road)	-	A	0.0	-	0	A	8.2	0.00	0
Southbound Left-Turn (Harrisburg Road)	-	A	8.0	0.04	53	A	7.8	0.05	53
Southbound Thru (Harrisburg Road)	-	A	0.0	-	53	A	0.0	-	53

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Table 4.11: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2024 FY-NB Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year No-Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	C	22.8	-	-	B	11.7	-	-
WB Approach – Shopping Center Driveway	-	B	13.9	-	-	D	25.5	-	-
NB Approach - Harrisburg Road	-	A	0.0	-	-	A	0.0	-	-
SB Approach - Harrisburg Road	-	A	2.0	-	-	A	1.4	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	-	C	22.8	0.02	29	B	11.7	0.00	29
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	13.9	0.34	127	D	25.5	0.48	93
Northbound Left-Turn (Harrisburg Road)	-	A	0.0	-	0	A	8.5	0.00	-
Southbound Left-Turn (Harrisburg Road)	-	A	8.3	0.08	54	A	8.2	0.09	74
Southbound Thru (Harrisburg Road)	-	A	0.0	-	54	A	0.0	-	74

Table 4.12: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2024 FY-B Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	**E**	**35.8**	**-**	**-**	**E**	**38.9**	**-**	**-**
WB Approach – Shopping Center Driveway	-	B	14.3	-	-	**E**	**39.6**	**-**	**-**
NB Approach - Harrisburg Road	-	A	0.4	-	-	A	1.3	-	-
SB Approach - Harrisburg Road	-	A	1.9	-	-	A	1.3	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	-	**E**	**35.8**	**0.47**	**81**	**E**	**38.9**	**0.39**	**52**
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	14.3	0.35	109	**E**	**39.6**	**0.62**	**140**
Northbound Left-Turn (Harrisburg Road)	-	A	8.0	0.02	55	A	8.9	0.06	77
Southbound Left-Turn (Harrisburg Road)	-	A	0.0	-	-	A	0.0	-	-
Southbound Thru (Harrisburg Road)	-	A	8.3	0.08	136	A	8.2	0.09	77

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In BY-NB conditions, the eastbound approach of the intersection operates at LOS C during the AM peak and the westbound approach of the intersection operates at LOS C during the PM peak. In the 2024 FY-NB condition, the eastbound approach of the intersection is expected to remain at LOS C during the AM peak and the westbound approach of the intersection is expected to operate at LOS D during the PM peak. In the 2024 FY-B condition, the eastbound approach from the site is expected to operate at LOS E during both the AM and PM peaks.

The need for a southbound right turn lane and northbound left turn lane was evaluated at the intersection. A southbound right turn lane did not meet criteria for consideration. Per the SCDOT Roadway Design Manual Figure 9.5-G, projected volumes in the FY-B condition meet criteria to consider adding a northbound left turn lane. Turn lane evaluations can be found in Appendix F.

It is recommended to provide a northbound left turn lane along Harrisburg Road with 150 ft of storage and appropriate taper. Additionally, it is recommended to provide an eastbound left turn lane along Patterson Lane with 150 ft of storage and appropriate taper for the purposes of separating left and right turning vehicles to reduce delay and improve safety. To analyze the operational impact of the inclusion of a northbound left turn lane and eastbound left turn lane, the turn lanes were coded into FY-B+I analysis files at this intersection. The results from the Synchro/SimTraffic capacity analysis for the 2024 FY-B+I condition are presented in Table 4.13.

Table 4.13: Harrisburg Road at Patterson Lane/Shopping Center Driveway 2024 FY-B+I Results

Patterson Lane/Shopping Center Driveway @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	Max Queue (ft)
Future Year Build + Improvements									
Intersection	-	NA	NA	-	-	NA	NA	-	-
EB Approach - Patterson Lane	-	D	30.9	-	-	D	34.5	-	-
WB Approach - Shopping Center Driveway	-	B	14.3	-	-	**E**	**39.3**	**-**	**-**
NB Approach - Harrisburg Road	-	A	0.4	-	-	A	1.3	-	-
SB Approach - Harrisburg Road	-	A	1.9	-	-	A	1.3	-	-
Turn Lane Capacity and Queuing									
Eastbound Minor Lane 1 (Patterson Lane)	150'	**E**	**47.6**	**0.40**	**52**	**F**	**53.3**	**0.33**	**73**
Eastbound Minor Lane 2 (Patterson Lane)	-	B	10.9	0.07	54	B	12.3	0.06	100
Westbound Minor Lane 1 (Shopping Center Driveway)	-	B	14.3	0.35	95	**E**	**39.3**	**0.61**	**123**
Northbound Left-Turn (Harrisburg Road)	150'	A	8.0	0.02	0	A	8.9	0.06	55
Southbound Left-Turn (Harrisburg Road)	-	A	8.3	0.08	133	A	8.2	0.09	113
Southbound Thru (Harrisburg Road)	-	A	0.0	-	133	A	0.0	-	113

In the FY-B+I condition, the eastbound approach of the intersection is expected to remain at LOS D in both the AM and PM peaks.

4.5 HARRISBURG ROAD AT CALVIN HALL ROAD/ELMSBROOK LANE

The intersection of Harrisburg Road at Calvin Hall Road/Elmsbrook Lane is a four-leg single-lane roundabout intersection with no separate turn lanes. The results from the SIDRA capacity analysis for 2020 BY-NB and 2024 FY-NB conditions are presented in Tables 4.14-4.15.

Table 4.14: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2020 BY-NB Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Base Year No-Build									
Intersection	-	B	11.1	0.63	-	B	10.6	0.66	-
EB Approach - Calvin Hall Road	-	B	11.6	0.56	129.3	A	8.9	0.37	45.7
WB Approach - Elmsbrook Lane	-	A	9.6	0.25	25.5	A	9.3	0.45	68.0
NB Approach - Harrisburg Road	-	C	15.7	0.63	146.6	A	6.7	0.29	36.9
SB Approach - Harrisburg Road	-	A	6.4	0.38	60.5	B	14.2	0.66	204.7

Table 4.15: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-NB Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Future Year No-Build									
Intersection	-	**E**	**44.6**	**1.08**	**-**	**F**	**50.4**	**1.12**	**-**
EB Approach - Calvin Hall Road	-	**E**	**47.5**	**0.97**	**742.4**	C	20.7	0.72	201.3
WB Approach - Elmsbrook Lane	-	C	19.5	0.53	71.8	**E**	**44.1**	**0.94**	**513.2**
NB Approach - Harrisburg Road	-	**F**	**88.6**	**1.08**	**835.5**	B	12.6	0.55	107.7
SB Approach - Harrisburg Road	-	B	10.2	0.59	119.6	**F**	**92.4**	**1.12**	**1343.5**

In BY-NB conditions, the intersection operates at LOS B during both the AM and PM peaks. In the 2024 FY-NB conditions, the intersection is expected to operate at LOS E during the AM peak and LOS F during the PM peak regardless of the development of the site. The significant decline in intersection operation is due to the increase in background traffic from approved development volumes and projected growth. The TMC for the intersection incurs a four percent CAGR for four years, along with the addition of traffic from six approved developments.

To determine improvements that would be needed to return operations to an acceptable LOS, a southbound right turn lane and eastbound right turn lane were coded into SIDRA. With the additional right turn lanes, the intersection operates at LOS D during the AM peak and LOS C during the PM peak. The SIDRA results with added turn lanes are included in Appendix E and labeled "FY-NB+I (EBR and SBR)".

Due to the right turn lane improvements that are necessary in the FY-NB not being committed by any party, the FY-B condition was analyzed based on existing geometry at the roundabout. The results from the SIDRA capacity analysis for the 2024 FY-B condition are presented in Tables 4.16.

Table 4.16: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-B Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Future Year Build									
Intersection	-	**F**	**56.2**	**1.18**	-	**F**	**57.1**	**1.16**	-
EB Approach - Calvin Hall Road	-	**F**	**52.1**	**0.99**	**801.6**	C	22.5	0.75	222.4
WB Approach - Elmsbrook Lane	-	C	18.9	0.53	72.6	**F**	**51.6**	**0.97**	**610.4**
NB Approach - Harrisburg Road	-	**F**	**121.3**	**1.18**	**1200.9**	B	13.8	0.59	129.6
SB Approach - Harrisburg Road	-	B	10.4	0.59	121.5	**F**	**106.4**	**1.16**	**1497.4**

In 2024 FY-B conditions with the existing geometry and added site traffic, the intersection is expected to operate at LOS F in both the AM and PM peaks. As mentioned prior, the poor LOS at this intersection can be attributed to the increase in background traffic from approved development volumes and projected growth.

With both a southbound and eastbound right turn lane included in the 2024 FY-B condition, the intersection is expected to operate at LOS E in the AM peak and LOS C in the PM peak. However, the proposed site's trip generation adds only approximately 3% of the total volume entering the intersection in FY-B conditions. Along the southbound approach, the site adds less than 2% to the entering volume in the PM peak. The site trips at the intersection can be seen below in Exhibit A.

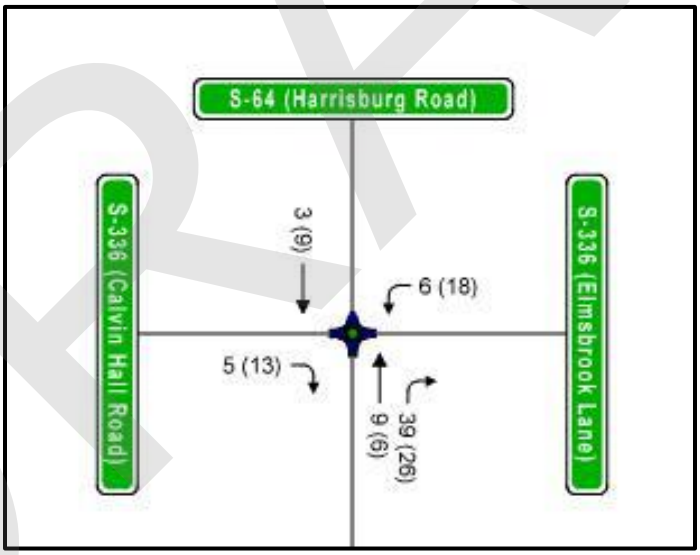


Exhibit A: Site Trips at Harrisburg Road and Calvin Hall Road/Elmsbrook Lane

The approved background growth rate coupled with trips generated from adjacent approved developments is expected to be conservative, thus resulting in a poor LOS at the intersection in future conditions. Considering the conservative nature of analysis as well as the minor amount of site generated trips added to the intersection relative to its overall volume, only the eastbound right turn lane along Calvin Hall Road is recommended to mitigate the traffic impact directly attributed to the development. Therefore, it is recommended to provide a yield-controlled slip eastbound right turn lane with 100 ft of storage and appropriate taper.

The results from the SIDRA capacity analysis for the 2024 FY-B+I condition are presented in Table 4.17.

Table 4.17: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-B+I Results

Calvin Hall Road/Elmsbrook Lane @ Harrisburg Road	Storage	AM Peak Hour				PM Peak Hour			
		LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)	LOS	Delay (sec/veh)	Capacity (v/c)	95th % Queue (ft)
Future Year Build + Improvements									
Intersection	-	**E**	**46.2**	**1.18**	**-**	**F**	**54.7**	**1.16**	**-**
EB Approach - Calvin Hall Road	-	C	21.4	0.81	339.1	B	11.2	0.54	96.7
WB Approach - Elmsbrook Lane	-	C	18.9	0.53	72.6	**F**	**51.6**	**0.97**	**610.4**
NB Approach - Harrisburg Road	-	**F**	**121.3**	**1.18**	**1200.9**	B	13.8	0.59	129.7
SB Approach - Harrisburg Road	-	B	10.4	0.59	121.5	**F**	**106.4**	**1.16**	**1497.4**

In the FY-B+I condition with the added eastbound right turn lane, the intersection is expected to be improved to LOS E in the AM peak and remain at LOS F during the PM peak. With these improvements the intersection's LOS is mitigated to be consistent with the 2024 FY-NB scenario prior to the inclusion of site traffic.

5.0 Recommended Improvements And Conclusion

The comparison of the 2024 FY-B analysis results with the 2024 FY-NB analysis indicated that two intersections require improvements in the study area. Harrisburg Road at Patterson Lane/Shopping Center Driveway met criteria to construct a northbound left turn lane and eastbound left turn lane. Due to increased delay in the AM peak of the FY-B scenario at the intersection of Harrisburg Road and Calvin Hall Road/Elmsbrook Lane, an eastbound yield-controlled slip right turn lane is recommended.

The recommended improvements as a part of this Traffic Impact Analysis are summarized in Table 5.1 and the recommended lane geometry can be seen in Figure 10.

Table 5.1: Recommended Improvements

Intersection	Improvements
US 521 at SC 160/Overhill Drive	• No improvements are recommended at this intersection.
SC 160 at Harrisburg Road	• No improvements are recommended at this intersection.
SC 160 at Lowe's Driveway	• No improvements are recommended at this intersection.
Harrisburg Road at Patterson Lane/Shopping Center Driveway	• Provide a northbound left turn lane with 150 ft of storage and appropriate taper • Provide an eastbound left turn lane with 150 ft of storage and appropriate taper
Harrisburg Road at Calvin Hall Road/Elmsbrook Lane	• Provide an eastbound yield-controlled slip right turn lane with 100 ft of storage and appropriate taper

DRAFT

Campco Engineering, Inc.
Consulting Engineers since 1974

MEMORANDUM

DATE: March 24, 2021

PROJECT: Traffic Impact Study for Patterson Lane Apartments

CE: 9805

RE: TIA Compliance Ordinance Review

****

Campco Engineering, Inc. has completed a review of a traffic impact study entitled "Traffic Impact Study for Patterson Lane Apartments" prepared by STV Inc. and dated February 2021. The study report estimates traffic that may be generated by the proposed development and its impact on the surrounding roadway system. The study included intersection analyses and results for the following intersection locations:

- Charlotte Hwy (US 521) & Fort Mill (SC 160)/Overhill Drive
- Fort Mill Hwy (SC 160)/Harrisburg Road
- Fort Mill Hwy (SC 160)/Lowe's Driveway
- Harrisburg Road & Patterson Lane/Shopping Center Driveway
- Harrisburg Road & Calvin Hall Road/Elmsbrook Lane

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

The results of our review show that standard practices and procedures for traffic impact analyses were followed in development of the study. However, several items were identified during the review and should be addressed as follows:

Section 4.4 Harrisburg Road at Patterson Lane/Shopping Center Driveway, Page 16-17

- Include the mention of all approaches that fall below the minimum LOS required in the Lancaster UDO. Tables 4.11 and 4.12 indicate the Westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.

- Tables 4.11 and 4.12 also indicate that the Eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C for collector/local roads. Review and revise accordingly.

Furthermore, section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.

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

Further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by Lancaster's UDO. Please provide analysis and recommend improvements in order to meet a minimum LOS requirement.

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

Submitted by,
Campco Engineering, Inc.



Robert L. Walsh, PE

cc: Rox Burhans, Development Services Director

k:\9805\data\2021-03-19 tia review memorandum.docx

RESPONSE TO COMMENTS MEMORANDUM

TO: Robert L. Walsh, PE, Campco Engineering Inc.

FROM: STV Engineers, Inc.

DATE: April 2021

SUBJECT: Patterson Lane Apartments, Indian Land, SC

Thank you for providing comments on behalf of Lancaster County. We have read through these comments and the Lancaster County Unified Development Ordinance (UDO) to provide a response.

After review of the Lancaster County UDO, it is understood that LOS C or better shall be maintained for collector or local streets, and LOS D or better shall be maintained for arterial or higher order streets. However, where the existing LOS is below these standards, the traffic impact analysis shall identify improvements required to result in no net reduction in LOS, and identify additional improvements to raise the level of service to the adopted LOS standards.

The sections below detail the necessary improvements to satisfy Lancaster County UDO standards for each study intersection.

Harrisburg Road at Patterson Lane/Shopping Center Driveway

The following comment was provided on this intersection:

Include the mention of all approaches that fall below the minimum LOS required in the Lancaster UDO. Tables 4.11 and 4.12 indicate the westbound approach LOS drops from D to E for the FY-B condition but no discussion is provided for possible mitigation for this approach. Review and revise accordingly.

The westbound approach is part of a one-way westbound movement private driveway from the existing shopping center located opposite the proposed site access driveway. Field observations noted that the one-way aspect of the driveway is not adhered to as traffic does enter the driveway from Harrisburg Road. Future build improvement models were modified to test a scenario where drivers adhered to the one-way egress operations of the private driveway. Additionally, a second westbound egress lane was modeled to separate left and right turns from the shopping center access. Along with the already included improvements in the TIA of a northbound left turn lane and an eastbound left turn lane, this resulted in LOS B/C for the AM/PM peaks on the westbound approach, as seen in Table 1. Adequate pavement is currently available for two egress lanes; however, this would be an improvement outside of the public right-of-way.

Additionally, the below comment was provided on this intersection:

Tables 4.11 and 4.12 also indicate that the eastbound LOS drops from LOS C, and LOS D (AM/PM peaks respectively) to LOS E for the FY-B condition. Improvements recommended for this approach in Table 4.13 do not meet the Lancaster County UDO minimum LOS requirement of C

for collector/local roads. Review and revise accordingly.

Overall, the unsignalized intersection of Harrisburg Road at Patterson Lane is expected to operate with 6.2 and 7.6 seconds of delay per vehicle in the morning and afternoon peak hours, respectively. It is typical for peak hour delay to be encountered by traffic on the stop sign-controlled side street approaches at unsignalized intersections.

With the addition of the recommended improvements, consisting of a separate eastbound left turn lane and a right turn lane, the eastbound approach of Patterson Lane is expected to operate at LOS D in both the AM and PM peak hours in the 2024 FY-B+I condition. Other recommended improvements at the intersection include providing a northbound left turn lane on Harrisburg Road to facilitate traffic movements entering the site as well as enhancing safety by separating left turn movements from through traffic.

With the recommended improvements in the submitted TIA along with enforcing the westbound approach as one-way, Table 1 presents the LOS for the eastbound and westbound approaches.

Table 1: Harrisburg Road at Patterson Lane/Shopping Center Driveway LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
EB Approach (Patterson Lane)	C	24.3	D	26.6
WB Approach (Shopping Center Driveway)	B	12.9	C	21.6

The following additional potential improvements were evaluated for the 2024 FY-B+I condition to determine the feasibility of attaining an operation of LOS C on the eastbound approach:

- Installing a southbound right turn lane on Harrisburg Road: The estimated traffic volumes did not meet SCDOT warrants for right turn lanes. Additionally, the installation of a southbound right turn lane was analyzed and would not reduce delay on the eastbound approach, and would not improve the approach operation to LOS C.
- Installing a traffic signal at the intersection of Harrisburg Road and Patterson Lane, with results in Table 2.

Table 2: Harrisburg Road at Patterson Lane/Shopping Center Driveway Signal LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	A	6.3	A	8.9

While the LOS at the intersection would be expected to be LOS A, the estimated 2024 FY-B

condition volumes at the intersection of Harrisburg Road and Patterson Lane likely would not meet minimum MUTCD signal warrant volumes. Additionally, traffic would be inhibited along Harrisburg Road from its current free flow movement. Therefore, installation of a traffic signal at the intersection is not recommended.

REMAINING INTERSECTIONS

Furthermore, section 6.8 of the Lancaster County UDO includes a provision that requires the study to recommend the necessary improvements to maintain or improve the intersection's level of service to a minimum operable standard.

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

Further analysis should be conducted at all intersections that do not meet minimum LOS requirements set forth by Lancaster's UDO. Please provide analysis and recommend improvements in order to meet a minimum LOS requirement.

Discussion on each of the remaining four intersections is outlined below.

US 521 at SC 160/Overhill Drive

Under existing conditions, the intersection of US 521 at SC 160/Overhill Drive operates at LOS D/E in the AM/PM peak hours, which does not satisfy Lancaster County UDO standards for LOS D or better on arterials. With the conservative four percent compound annual growth rate and site traffic generated by six approved developments included in this analysis, the intersection is expected to operate at LOS D/F in the AM/PM peak hours in the 2024 FY-NB condition.

The existing intersection includes left turn lanes on all approaches, with dual left turn lanes provided on the northbound, southbound and eastbound approaches to the intersection. Separate right turn lanes are provided on each approach.

The 2045 Long Range Transportation Plan includes an unfunded project to improve US 521 from Jim Wilson Road to the Mecklenburg County line. The project description notes US 521 would be widened to 7 lanes in the section where this intersection is located.

In order to achieve LOS D or better operation at the intersection in the 2024 FY-NB condition, an analysis was performed incorporating the US 521 widening, a third eastbound left turn lane, and a third northbound left turn lane with additional receiving lane. These improvements were necessary to meet the Lancaster County UDO requirements of LOS D or better on arterials. The results of the analysis are outlined in Table 3.

Table 3: US 521 at SC 160/Overhill Drive 2024 FY-NB+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	28.2	D	46.8

With the previously described improvements needed to achieve LOS D or better at the intersection in the 2024 FY-NB condition, the addition of the proposed development site traffic was added to the 2024 FY-NB traffic and the intersection operation was assessed. The results of the analysis are outlined in Table 4.

Table 4: US 521 at SC 160/Overhill Drive 2024 FY-B+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	28.3	D	47.7

The background improvements applied to the 2024 FY-NB condition, in order to meet Lancaster County UDO requirements, would also be adequate with the addition of the site traffic. There is a minimal increase in delay of 0.1 seconds in the AM peak and 0.9 seconds in the PM peak with the added site traffic.

SC 160 at Harrisburg Road

Overall, the unsignalized intersection of SC 160 at Harrisburg Road is expected to operate with 1.5 and 3.4 seconds of delay per vehicle in the FY-B condition in the morning and afternoon peak hours, respectively.

The existing LOS on the southbound approach at this intersection, which is limited to right turn in/out movements, is LOS B in both the AM and PM peaks. With the conservative four percent compound annual growth rate and site traffic generated by six approved developments included in this analysis, the southbound approach of the intersection is expected to operate in the 2024 FY-NB condition at LOS B/C in the AM/PM peaks. In the 2024 FY-B condition, the southbound approach is expected to operate at LOS B/D.

Based on the Lancaster County UDO standards, the LOS in the AM peak satisfies the LOS requirement for collectors/local streets. However, based on the LOS results of the southbound approach, the PM peak does not satisfy the Lancaster County UDO requirements. The delay increases by only 4.3 seconds from 20.8 seconds per vehicle in the 2024 FY-NB condition to 25.1 seconds per vehicle in the 2024 FY-B condition. The 25.1 seconds per vehicle delay on the southbound approach, while classified as LOS D, is only 0.2 seconds above being classified as LOS C.

If the previously discussed intersection improvements needed to address the 2024 FY-NB condition at the US 521 at SC 160/Overhill Drive intersection were incorporated, the additional third lane on westbound SC 160 required to receive the triple left turn lane traffic from northbound US 521 would improve the operation of the southbound approach of Harrisburg Road to LOS C. While this would satisfy Lancaster County UDO standards, the associated improvements at US 521 are necessary to accommodate 2024 FY-NB conditions and are not the result of the additional traffic generated by the proposed development.

SC 160 at Lowe's Driveway

Overall, the unsignalized intersection of SC 160 at Lowe's Driveway is expected to operate with 1.6 seconds of delay per vehicle and 18.7 seconds of delay per vehicle in the FY-B condition in the morning and afternoon peak hours, respectively.

The existing LOS for the northbound approach at this intersection is LOS C in the AM peak and LOS F in the PM peak. Under the existing conditions this intersection does not satisfy Lancaster County UDO standards for LOS C or better on collector/local roads. With the conservative four percent compound annual growth rate and site traffic generated by six approved developments included in this analysis, the northbound approach of the intersection in the 2024 FY-NB condition is expected to operate at LOS D/F in the AM/PM peaks.

Alternatives to meet UDO standards for the 2024 FY-NB condition were considered. One improvement option to improve the LOS on the northbound approach exiting Lowe's is to limit the existing full access intersection to restrict egress left turns from the driveway. Restricting the northbound approach in this way will satisfy the Lancaster County UDO standards of attaining LOS C or better operation on collector/local roads, as seen in Table 5.

Table 5: SC 160 at Lowe's Driveway 2024 FY-NB+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Northbound Approach (Lowe's Driveway)	B	11.7	B	13.5

While this improvement satisfies UDO requirements, it would require coordination with a private landowner to agree to modify their existing driveway to eliminate the northbound left turn, since this is outside of the public right-of-way. In addition to improvements on the driveway, median work would be required to channelize the westbound left turn along SC 160 as well as restricting northbound left turn movements from the private driveway.

With the previously described improvements needed to achieve LOS D or better at the intersection in the 2024 FY-NB condition, the addition of the proposed development site traffic was added to the 2024 FY-NB traffic and the intersection operation was assessed. The results of the analysis are outlined in Table 6.

Table 6: SC 160 at Lowe's Driveway 2024 FY-B+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Northbound Approach (Lowe's Driveway)	B	11.7	B	13.5

The background improvements applied to the 2024 FY-NB condition, in order to meet Lancaster County UDO requirements, would also be adequate with the addition of the site traffic. There is

no increase in delay in the AM or PM peaks with the added site traffic.

Harrisburg Road at Calvin Hall Road/Elmsbrook Lane

The existing LOS at this intersection is LOS B for both the AM/PM peaks. In the 2024 FY-NB condition, the intersection is expected to operate at LOS E/F in the AM/PM peaks. The increase in delay in the 2024 FY-NB scenario can be attributed to a four percent compound annual growth rate and traffic volumes for six approved developments added to existing volumes to develop future no-build volumes. An analysis review of the intersection using SIDRA software indicates that right turn lanes on the southbound, eastbound, and northbound approaches would be required in 2024 FY-NB conditions to achieve LOS C overall to satisfy the Lancaster County UDO standards for collector/local roads. This is outlined in Table 7.

Table 7: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-NB+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	23.2	C	21.5

With the previously described improvements needed to achieve LOS C or better at the intersection in the 2024 FY-NB condition, the addition of the proposed development site traffic was added to the 2024 FY-NB traffic and the intersection operation was assessed. The results of the analysis are outlined in Table 8.

Table 8: Harrisburg Road at Calvin Hall Road/Elmsbrook Lane 2024 FY-B+I LOS Results

	AM Peak Hour		PM Peak Hour	
	LOS	**Delay (seconds)**	**LOS**	**Delay (seconds)**
Overall Results	C	24.1	C	24.0

The TIA as submitted noted deficiencies at the intersection with the inclusion of background growth and approved developments. A recommended improvement was included for a 100 ft eastbound right turn lane to mitigate the delay incurred directly as a result of the development. Upon SCDOT review of the TIA, the department did not support the recommendation to construct an eastbound yield-controlled right turn lane and required no further improvements to be provided at this intersection prior to finalizing the TIA.

CONCLUSION

The table below outlines the intersection's approach or overall operations that do not satisfy Lancaster County UDO standards. Also summarized below are the potential solutions described above, and the resulting recommendations.

Intersection	Lancaster County UDO Discrepancy	Potential Solutions	Recommendation
Harrisburg Road at Patterson Lane/Shopping Center Driveway	• Westbound approach (private driveway) worse than LOS C • Eastbound approach (site driveway) worse than LOS C	• Re-stripe westbound approach to provide dual egress lanes along with additional signage to enforce one-way operations of driveway	• Potential solution to restrict movements would have to be implemented by other private landowners outside of the public right-of-way
US 521 at SC 160/Overhill Drive	• Overall intersection worse than LOS D	• A third northbound/southbound through lane • A third northbound left turn lane with receiving lane • A third eastbound left turn lane	• Potential solution required to address existing/no-build conditions • No improvement recommended due to minimal delay increase from development traffic
SC 160 at Harrisburg Road	• Southbound approach worse than LOS C	• Third westbound lane on SC 160	• Potential solution required to address existing/no-build conditions • No improvement recommended due to minimal delay increase from development traffic
SC 160 at Lowe's Driveway	• Northbound approach (private driveway) worse than LOS C	• Restrict northbound approach to right-out only	• Potential solution to restrict movements would have to be implemented by other private landowners outside of the public right-of-way • No improvements are recommended due to minimal delay increase from development traffic
Harrisburg Road at Calvin Hall Road/Elmsbrook Lane	• Overall roundabout intersection worse than LOS C	• Provide a southbound, eastbound, and northbound right turn lane	• Potential solution required to address existing/no-build conditions • An eastbound right turn lane was recommended but not supported by SCDOT

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

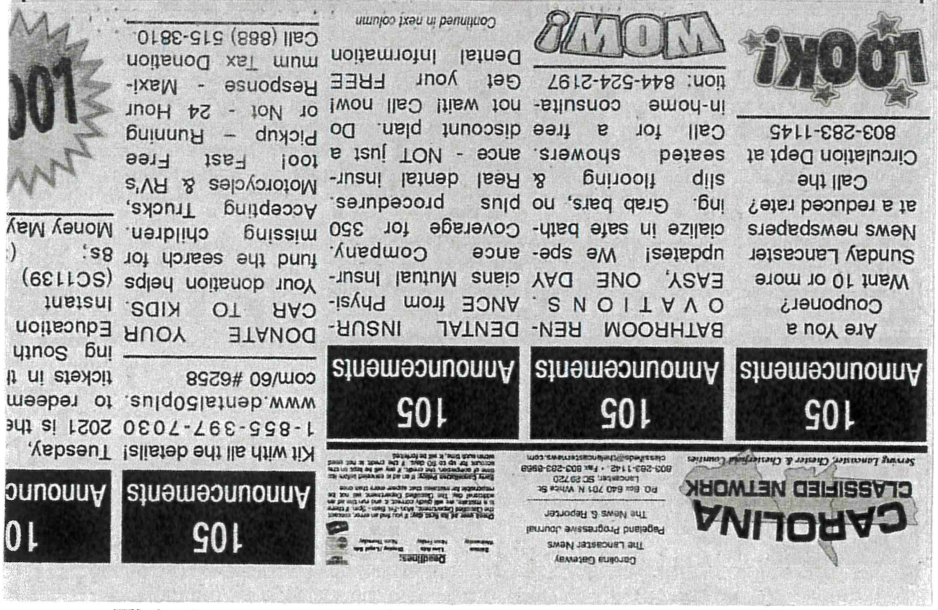
PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, April 20, 2021, and Monday, May 10, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2740: Application by William Morris to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multifamily residential. This application is associated with the companion Master Development Plan MXU-2020-2740 and Development Agreement DA-2020-2740.

2. MXU-2020-2740: Application by William Morris to approve a Master Development Plan and Preliminary Plat for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

3. DA-2020-2740: Application by William Morris to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 352-unit (13.4 dwelling units per acre), multifamily apartment development located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Master Development Plan MXU-2020-2740.



This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of April 7, 2021

Benita G Crumbs
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Lancaster, SC 29721
803-283-1133

the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, April 20, 2021, and Monday, May 10, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2740: Application by William Morris to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multifamily residential. This application is associated with the companion Master Development Plan MXU-2020-2740 and Development Agreement DA-2020-2740.

2. MXU-2020-2740: Application by William Morris to approve a Master Development Plan and Preliminary Plat for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

3. DA-2020-2740: Application by William Morris to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 352-unit (13.4 dwelling units per acre), multifamily apartment development located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Master Development Plan MXU-2020-2740.

4. RZ-2021-0292: Application by Jose Luis Sanchez to rezone a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a rodeo arena and equestrian facility on the property.

5. RZ-2021-0293: Application by Jose Luis Sanchez to rezone a 5-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a gas station on the property.

6. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

7. RZ-2021-0651: Application by Michael and Ashley Green to rezone one acre of land located at 2343 Flat Creek Road (TM #0080-00-041.01) from Low Density Residential (LDR) to Rural Residential (RR). The intention is to locate a mobile home on the property.

8. RZ-2021-0651: Application by Joyce Brooks to rezone one acre of land located at 923 Hamstead Circle (TM #0006N-0B-010.00) from Medium Density Residential (MDR) to General Business (GB).

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, April 20, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2784: Application by True Homes LLC for a major preliminary plat consisting of 62 single-family detached lots on approximately 40.44 acres. The property to be developed is located on the east side of Lynwood Drive, approximately 0.35 miles north of the intersection of Lynwood Drive and Airport Road and is identified as TM # 0087-00-006.00. The property is zoned MDR.

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

published in CAROLINA

of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1739 / Planning Case Number: DA-2020-2740
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Request to approve a Development Agreement with the intention of developing a 352-unit multifamily apartment development in the MX District.

The applicant has requested to rezone 6.4 acres to MX District for a combined 26.4 acres when combined with the adjacent parcel to the north and west (see Staff Report for RZ-2020-2740). The intent is to build a 352-unit multifamily apartment development.

Points to Consider:
Arlington Properties has requested to rezone a 6.7 acre parcel from Neighborhood Business (NB) to Mixed Use (MX) District. Pursuant to Unified Development Ordinance (UDO) Section 9.2.18.A.3, Development Agreements (DA) are required for all land development projects that seek rezoning to a mixed-use zoning district.
The Development Agreement (Exhibit 1 to Ordinance) has been submitted by the Developer. Please note that the proposed Development Agreement contains provisions for payment of public safety fees in the amount ($1,468.00)identified in the Lancaster County's Impact Fee Study. The Developer proposes and developer fee to Lancaster County School District in the amount of $500.00
County Council must consider whether provisions in the Development Agreement that provide for payments from the Developer to address public safety and school impacts are of an appropriate amount to offset the expected impacts of the development.

Funding and Liability Factors:
N/A other than possible developer payment for public safety and school impacts.

Council Options:
To approve or disapprove the proposed Development Agreement.

Recommendation:
The Planning Commission voted 7-0 to recommend **approval** of the Development Agreement.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1739	5/3/2021	Ordinance
Exhibit 1 to Ord 2021-1739 Draft DA	5/3/2021	Exhibit
Staff Report	4/13/2021	Planning Staff Report
Public Hearing Notice for Ordinance 2021-1739 (Planning Department Case Number: DA-2020-2740)	5/2/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA (
(
COUNTY OF LANCASTER (

ORDINANCE NO. 2021-1739

AN ORDINANCE

TO APPROVE A DEVELOPMENT AGREEMENT WITH ARLINGTON PROPERTIES, INCORPORATED, FOR A DEVELOPMENT PROJECT LOCATED AT THE INTERSECTION OF PATTERSON ROAD AND HARRISBURG ROAD, 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) William Morris of Arlington Properties, Incorporated, ("Arlington") has applied to rezone (Proposed Ordinance 2021-1737) a total of 6.4 acres of real property to Mixed Use (MX) be combined with adjacent existing MX properties to form a 26.4-acre development project. The intent is to build a 352-unit multifamily apartment development.

(b) The Development Agreement has been submitted and requested by Arlington pursuant to the UDO requirement that all land development projects that seek rezoning to a mixed-use zoning district by governed by a development agreement and so that Arlington 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 2021-1738 seeks approval of the MXU Master Plan for the Patterson Lane Multifamily Project subject to the Development Agreement.

(d) 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.

(e) 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.

(f) 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.

(g) On April 20, 2021, the Lancaster County Planning Commission held a public hearing on the proposed Development Agreement and, by a unanimous vote recommended approval of the Development Agreement for this project.

Section 2. Approval of Development Agreement.

The Development Agreement attached 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 _____ day of _____, 2021.

LANCASTER, SOUTH CAROLINA

_____
Steve Harper, Chair, County Council

_____
Billy Mosteller, Secretary, County Council

ATTEST:

_____
Sherrie Simpson, Clerk to Council

First Reading: May 10, 2021
Public Hearing: May 10, 2021
Second Reading: May 24, 2021
Third Reading: June 14, 2021

Approved as to form:

_____
John DuBose, County Attorney

DRAFT

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

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

This **DEVELOPMENT AGREEMENT** (the "Agreement") is made and entered into as of the 14th day of June 2021 ("Agreement Date"), by and between Arlington Properties, Inc., an Alabama corporation ("Developer"), and the **COUNTY OF LANCASTER** (the "County"), a body politic and corporate, a political subdivision of the State of South Carolina.

R E C I T A L S

WHEREAS, Developer has obtained the contractual right to acquire certain real property consisting of approximately 25.86 acres, more or less, located in the County and known as the Patterson Lane 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 Tax Parcel No. 0005-00-091.02, one of six parcels comprising the Property, be rezoned to Mixed Use (MX) District, the remaining parcels comprising the Property being already zoned MX District, requesting that the Property be developed under the 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;

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 June 14, 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 Arlington Properties, Inc., an Alabama corporation, 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. 2021-1737" means Ordinance No. 2021-1737 of the County, zoning Tax Parcel No. 0005-00-091.02, one of six parcels comprising the Property, to Mixed Use (MX) District (the remaining parcels comprising the Property being already zoned MX), a copy of which is attached hereto as Exhibit E-1.

(11) "Ordinance No. 2021-1739" means Ordinance No. 2021-1739 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 six (6) parcels of land identified as Tax Map Nos 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06, and 0005-00-096.00 and these parcels are reflected in Exhibit A-1 (legal descriptions) and A-2 (plats), attached hereto and incorporated herein by reference as if these exhibits were set out in this Agreement in their entirety.

Section 1.05. Zoning. Five (5) of the parcels comprising the Property are currently zoned Mixed Use (MX) District and Tax Parcel 0005-00-091.02, the sixth parcel comprising the

Property, is anticipated to be rezoned MX District (from NB District) pursuant to Ordinance No. 2021-1737.

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. 2021-1738. This MX District Master Development Plan for the Property, reference to which is herewith made, is included as part of this Agreement as Exhibit B.

Section 1.07. Development Schedule.

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

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

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

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

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

Section 1.09. Benefits and Burdens.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of County.

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

(B) The County has approved this Agreement by adoption of Ordinance No. 2021-1739 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. 2021-1739 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- 1737, the UDO, the other Laws and Land Development Regulations, and the terms of this Agreement, including without limitation the Development Program, when the Developer has complied with all of the requirements of Section 5.19 of this Agreement.

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

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

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

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

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

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

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

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

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

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

Section 3.04. Development Permits.

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

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

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

Section 3.05. Transfer of Development Rights.

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

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

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

ARTICLE IV

DEDICATIONS AND FEES AND RELATED AGREEMENTS

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

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

Section 4.01B. Payment for School District. Developer will pay Lancaster County Five Hundred and No/100 Dollars ($500.00) per 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. Developer agrees to pay Lancaster County One Thousand Four Hundred Sixty-Eight ($1,468.00) Dollars per housing unit which shall be paid when a building permit is issued (the "Public Safety Payment"). Upon receipt of the Public Safety Fund Payment, those monies must be accounted for separate and distinct from other monies of the County. The Public Safety Payment must be used for non-recurring purposes for law enforcement, fire, emergency medical services, and parks and recreation in the panhandle area of Lancaster County. The determination of the specific use of the Public Safety Payment is at the discretion of County Council.

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

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

Section 4.03. Other Charges or Fees.

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

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

Section 4.04. Infrastructure and Services.

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

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

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

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

(C) Storm Water Management. Developer will construct or cause to be constructed all storm water runoff and drainage improvements within the Property required by the development

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

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

And to Developer: Arlington Properties
Attn: William Morris, Development
2 North 20th Street, Suite 700
Birmingham, AL 35203

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.

(B) The Parties agree that the jurisdiction and venue for disputes relating to this Agreement is Lancaster County, South Carolina which is within the Sixth (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., March 1, 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:

DEVELOPER:

ARLINGTON PROPERTIES, INC.,
an Alabama corporation

_____ By: _____
Name:
Title:
_____ Date: _____

_____ By: _____
Name:
Title:
_____ Date: _____

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 Arlington Properties, Inc., 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
____ day of _____, 2021

_____
Notary Public Signs AS NOTARY
Notary Public for the State of _____
My Commission Expires:_____

WITNESSES:

COUNTY:

COUNTY OF LANCASTER,
SOUTH CAROLINA

_____ By: _____
Steve Harper, Chair, County Council

_____ Date: _____

_____ By: _____
Billy Mosteller, Secretary, County Council

_____ Date: _____

STATE OF SOUTH CAROLINA)
) 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
____ day of _____, 2021.

_____
Notary Public Signs AS NOTARY
Notary Public for the State of South Carolina
My Commission Expires:_____

Exhibit A

[Legal Descriptions and Plat to be inserted here as Exhibit A-1 and Exhibit A-2]


Topographic Survey of
Patterson Lane
Indian Land
Lancaster County
South Carolina
prepared for:
Arlington Properties
HARRISBURG RD
Sheet 1 of 1
PRELIMINARY

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.

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

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

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

Exhibit C

Development Schedule

Years	Residential
1	0 units
2	0 units
3	0 units
4	352 units (Estimated Completion)
5	0 units
Total	352 units

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

NOTE: County and Developer acknowledge that development of the Property is limited to 352 residential units.

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Exhibit D

Required Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E

Laws and Land Development Regulations

1. Ordinance No. 2021-1737 zoning one of the six properties subject to the Development Agreement to Mixed Use (MX) District attached hereto as Exhibit-1.
2. Ordinance No. 2021-1739, approving this Development Agreement attached hereto as Exhibit E-2.
3. The Development Agreement Ordinance for Lancaster County, South Carolina: Ordinance No. 663, a copy of which is attached hereto as Exhibit E-3.
4. Unified Development Ordinance of Lancaster County (UDO): Ordinance No. 309, as amended as of the Agreement Date. The UDO includes Ordinance No. 328, as amended, as of the Agreement Date and which is cited as the Land Development Regulations of Lancaster County, a copy of which attached hereto as Exhibit E-4.
5. Land Development Regulations of Lancaster County: See Unified Development Ordinance of Lancaster County.
6. Lancaster County Manual of Specification and Standard Details, See Appendix C to the UDO.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Exhibit E-1

Ordinance No. 2020-1737

[Rezoning Ordinance - Attached]

Exhibit E-2

Ordinance No. 2020-1739

[Ordinance Approving Development Agreement - Attached]

Exhibit E-3

The Development Agreement Ordinance, Ordinance No. 663

[Attached]

Exhibit E-4

The UDO

Exhibit E-5

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

PROPOSAL:	Application by William Morris to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 352-unit (13.4 dwelling units per acre), multifamily apartment development located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Master Development Plan MXU-2020-2740.
COUNCIL DISTRICT:	District 7, Brian Carnes

Arlington Properties has requested to rezone a 6.7 acre parcel from Neighborhood Business (NB) to Mixed Use (MX) District (*see Staff Report for RZ-2020-2740*). This parcel would be combined with five others parcels that are currently zoned MX District for a combined 26.4 acres to be developed as a 352-unit multifamily apartment project.

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

The applicant submitted the proposed Development Agreement enclosed with this memo. The Development Agreement reflects the requirements of UDO Section 9.2.18 including, but not limited to: legal description, duration of agreement, description of uses, and traffic impact analysis (TIA).

The Development Agreement must first be reviewed by the Planning Commission who is required to hold one public hearing. The second and final public hearing is tentatively scheduled to occur before County Council on May 10, 2021 (first reading of the ordinance). The Development Agreement does not include any proposed impact fees, which will be discussed with County Council.

CAROLINA GATEWAY

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

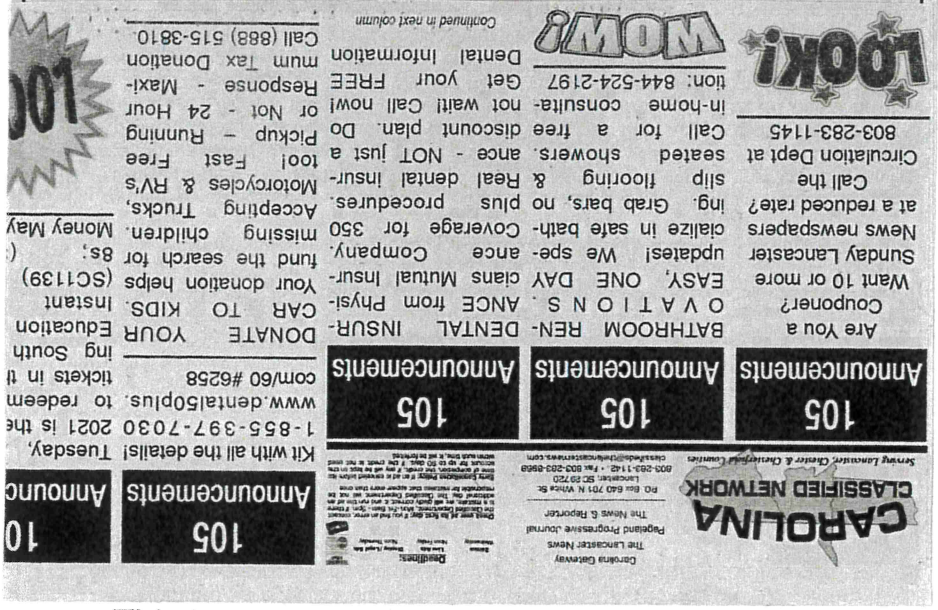
PUBLIC HEARING NOTICE

For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission and County Council will conduct public hearings on Tuesday, April 20, 2021, and Monday, May 10, 2021, respectively. The public hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2020-2740: Application by William Morris to rezone a 6.7 acre parcel located at 182 Patterson Lane (TM# 0005-00-091.02) from Neighborhood Business (NB) to Mixed Use (MX) District to align with the zoning of the surrounding properties so that they may be developed as multifamily residential. This application is associated with the companion Master Development Plan MXU-2020-2740 and Development Agreement DA-2020-2740.

2. MXU-2020-2740: Application by William Morris to approve a Master Development Plan and Preliminary Plat for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

3. DA-2020-2740: Application by William Morris to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 352-unit (13.4 dwelling units per acre), multifamily apartment development located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Master Development Plan MXU-2020-2740.



This is to certify that the attached Legal Notice was published in CAROLINA GATEWAY in the issue of April 7, 2021

Benita G Crumbs
Notary Public of South Carolina

My Commission Expires
January 13, 2031

Lancaster, SC 29721
803-283-1133

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2. MXU-2020-2740: Application by William Morris to approve a Master Development Plan and Preliminary Plat for a proposed 352-unit apartment development, currently known as Patterson Lane MF, located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Development Agreement DA-2020-2740.

3. DA-2020-2740: Application by William Morris to approve a Development Agreement with Lancaster County in accordance with Unified Development Ordinance Section 9.2.18 for a proposed 352-unit (13.4 dwelling units per acre), multifamily apartment development located on approximately 26.4 acres of land at the intersection of Patterson Lane and Harrisburg Road (TM #'s 0005-00-091.01, 0005-00-091.02, 0005-00-091.04, 0005-00-091.05, 0005-00-091.06 and 0005-00-096.00). This application is associated with the companion Zoning Map Amendment RZ-2020-2740 and Master Development Plan MXU-2020-2740.

4. RZ-2021-0292: Application by Jose Luis Sanchez to rezone a 10-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a rodeo arena and equestrian facility on the property.

5. RZ-2021-0293: Application by Jose Luis Sanchez to rezone a 5-acre portion of the approximately 102.75-acre parcel identified as TM# 0080-00-045.00 from Rural Neighborhood (RN) District to Rural Business (RUB) District with the intent of establishing a gas station on the property.

6. UDO-TA-2021-0704: Application by Lancaster County to amend Unified Development Ordinance Section 7.2.4, Off-Street Parking and Loading Requirements, to modify the parking requirement for restaurants.

7. RZ-2021-0651: Application by Michael and Ashley Green to rezone one acre of land located at 2343 Flat Creek Road (TM #0080-00-041.01) from Low Density Residential (LDR) to Rural Residential (RR). The intention is to locate a mobile home on the property.

8. RZ-2021-0651: Application by Joyce Brooks to rezone one acre of land located at 923 Hamstead Circle (TM #0006N-0B-010.00) from Medium Density Residential (MDR) to General Business (GB).

The following item only requires one public hearing before the Lancaster County Planning Commission on Tuesday, April 20, 2021, at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. SD-2020-2784: Application by True Homes LLC for a major preliminary plat consisting of 62 single-family detached lots on approximately 40.44 acres. The property to be developed is located on the east side of Lynwood Drive, approximately 0.35 miles north of the intersection of Lynwood Drive and Airport Road and is identified as TM # 0087-00-006.00. The property is zoned MDR.

In addition to the Lancaster County Planning Commission public hearing, the Kershaw Town Council will conduct a public hearing on Monday, May 17, 2021. The hearing will take place at the Kershaw Town Hall located at 113 South Hampton Street, Kershaw, SC beginning at 7:00 pm.

1. RZ-2021-0288: Application by Lisa Roberson and Share Catoe to rezone 104 Park Drive in Kershaw from R15 Residential to R6MH Residential District. The parcel is identified as TM # 0160D-0A-015.00 and is approximately 1.5-acres. The intent is to operate a Private Memory Care Unit/Assisted Living facility for no more than five residents.

Copies of the documents to be considered are available for public inspection in the office of the Lancaster County Planning Department located at 101 North Main Street, Lancaster, South Carolina. Persons requiring special arrangements due to handicap please call (803) 285-6005 at least 24 hours in advance.

Public comments may be made in person at the hearing or submitted in written format to be provided to County Council at the public hearing. Comments made in person or in writing should be limited to three (3) minutes in duration if read aloud. Written comments may be submitted either by online submission by selecting the "public hearing comments" quick link located on the county website (https://www.mylancastersc.org/), email to SSimpson@lancastersc.net, or by mail addressed to Clerk to Council at 101 N. Main Street, Lancaster, SC 29720 with the Ordinance number or other appropriate identifier clearly referenced in the communication. At the public hearing and any adjournment of it, all interested persons may be heard either in person or by their designee or by submission of written comments.

published in CAROLINA

of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Sherrie Simpson/Clerk to Council
Department: County Clerk
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to appoint Emily Pierce to the Health and Wellness Commission as an At Large representative. If appointed, she will be filling her second four year term that will expire on 06/30/2025.

Whether to appoint Brent Stogner to the Recreation Advisory Board as the District 3 representative. If reappointed, he will be filling his second term on the Board and his new term will expire on 06/30/2025.

Points to Consider:
Emily Pierce and Brent Stogner's applications are attached for Council's review and consideration.

Funding and Liability Factors:
N/A

Council Options:
Approve or deny the appointments.

Recommendation:
Approve the appointments.

ATTACHMENTS:

Description	Upload Date	Type
Application from Emily Pierce for the Health and Wellness Commission	4/29/2021	Backup Material
Application from Brent Stogner for the Recreation Advisory Board	5/3/2021	Backup Material

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Emily Pierce **County Council District** 7

Mailing Address _____ **City/Zip** _____

Street Address Indian Land SC **Registered Voter** yes ✓ no ___

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: EmilyEPierce@gmail.com

Occupation Graduate Student **Place of employment** _____

Address _____ **Normal working hours** _____

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Health & Wellness commission **2nd choice** _____

3rd choice _____

Reason for interest

I enjoy helping my community to make it a better place to live.

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed) I am currently on the H&W Commission as an At-Large Member. I feel that my education, work experience & knowledge of the healthcare system places me in a good position to contribute to Lancaster County's health initiatives.

Do you presently serve any State, County or Municipal Boards? yes **If yes, list** Health & Wellness commission

Have you ever served on a county board? yes **If yes, list** Health & Wellness Commission

Additional pertinent information

I am also a member of SERCORP committee.

Applicant's signature _____ **Date** 4/23/21

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

LANCASTER COUNTY BOARDS & COMMISSIONS
APPLICATION FOR SERVICE

Name Brent Stogner **County Council District** 3

Mailing Address _____ **City/Zip** Lancaster, SC 29720

Street Address _____ **Registered Voter yes** X **no** ____

Tel. Number (home) _____ **(work)** _____ **(other)** _____

Email: brent.stogner@comporium.com

Occupation Engineer **Place of employment** Comporium Communications

Address PO Box 470 Rock Hill, SC 29730 **Normal working hours** 8am-5pm M-F

(most meetings are scheduled after 6:00 pm - lack of attendance can be reason for replacement on a commission)

Name of Board or Commission in which you are interested

1st choice Recreation Advisory Committee **2nd choice** _____

3rd choice _____

Reason for interest
I believe in volunteering and serving in the community whenever there is a need

Why do you feel you are qualified to serve on these boards? In addition, note education, areas of expertise, skills & interests. (continue on separate sheet if needed)
BS Mechanical Engineering, University of South Carolina
I am currently on the Advisory Board of the Moriah Baptist Association Basketball League. I have served as a coach for LCPR football, basketball and softball programs. I have also served on the BOD for Lancaster Dixie Baseball.

Do you presently serve any State, County or Municipal Boards? No **If yes, list** _____

Have you ever served on a county board? Yes **If yes, list** Joint Planning Commission

Additional pertinent information

Applicant's signature eSigned via SeamlessDocs.com Corey Brent Stogner Key: 3489d8b47d83d0e87ae264bd1c81dd9b1 **Date** 8/5/2020

Receipt of application does not guarantee an appointment. Applicants will be notified of appointments by mail.

Return completed application to Sherrie Simpson, Lancaster County Council Office, P.O. Box 1809, Lancaster, SC 29721

Form Revised 1-20-17

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis/Administration and Hal Hiott/Parks and Recreation
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Planned easement (not ready yet) on Parks and Recreation property working with the South Carolina Battlefield Trust.

Points to Consider:
The South Carolina Battlefield Trust has been working with us for years to enhance the Battle of the Waxhaws/ Buford's Massacre site.

As part of the overall project, they will need to cross some Parks and Recreation property that juts into the Battlefield Trust property. The purpose will be to create a walking trail that will connect to the Buford Recreation Center.

There is not a firm path at the time this report was written. Hal will be meeting with David Reuwer of the Battlefield Trust and Ken Obriott of the Friends of the Buford Massacre Battlefield to plot exactly where the trail will go.

Attached is a Master Plan of the entire site. Please note the significant enhancements planned for the site. This includes parking, trails, split rail fencing along Rocky River Road, and the eventual inclusion of the battlefield site across the street.

Crossing County property will require an easement.

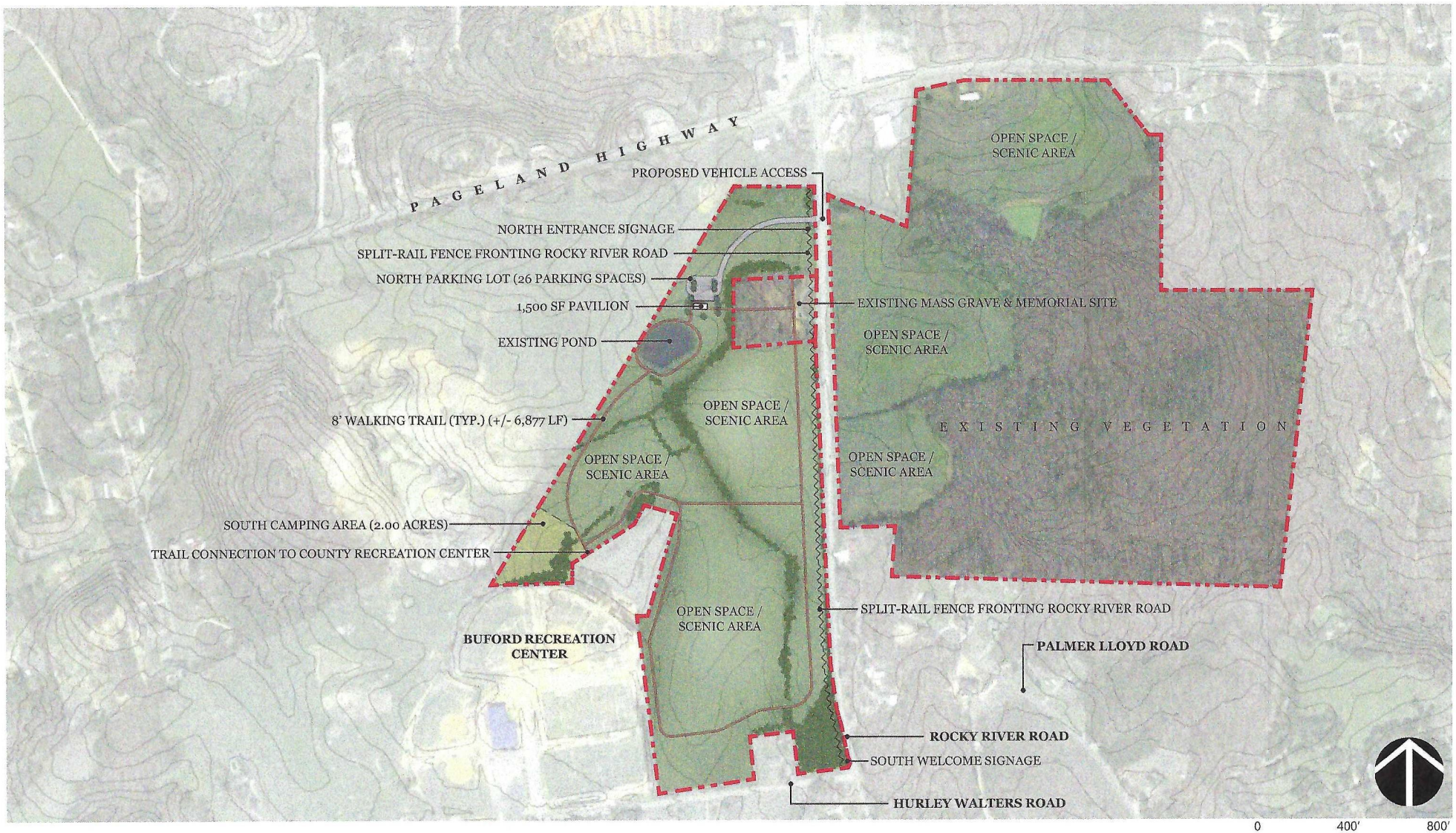
Funding and Liability Factors:
Some funding will be available through the state as this will be on The Liberty Trail. Some funding will probably be local. It is far too early to provide accurate information at this time.

Council Options:
Without objection from Council we will continue to work with the Battlefield Trust and Friends of the Battlefield on this project. I defer to Councilman Billy Mosteller for comments as he has been very active in this project.

Recommendation:
Continue work to develop this project. Any easement will require three readings of an Ordinance by Council as well as a Public Hearing.

ATTACHMENTS:

Description	Upload Date	Type
Battlefield Master Plan	5/1/2021	Exhibit



BATTLE OF WAXHAWS - CONCEPTUAL MASTER PLAN

LANCASTER COUNTY, SOUTH CAROLINA

JANUARY 25, 2021

DAVIS & FLOYD

SINCE 1954

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis/ Paul Moses/ Ken Holt
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
The Airport CIP has shown for several years the construction of a new Terminal in FY 2022. For financial planning purposes we need to ascertain Council's willingness to spend the required funding.

Points to Consider:
The financial portion of the Airport CIP is attached. For the next five years there are two major projects; (1) a new Terminal and (2) a new Hangar.

As always, the Capital Improvement Plan is just a plan. That said, due to the significant local funding involved it is important to know if Council has any concerns with upcoming funding. Other items in the overall County CIP may need to be shifted.

Funding and Liability Factors:
First up is the design of the terminal and we are preparing to enter that phase now. The total cost is $325,000 with $150,000 federal funding, $16,250 state funding, and $158,750 local funding.

The next phase is construction which is estimated at $2,000,000. There is no federal funding, $500,000 in state funding, and $1,500,000 in local funding.

The following two years the federal funding will roll over and in the fifth year the design of the Hangar will proceed. It is an estimated $200,000 project with $180,000 in federal funding, no state funding, and $20,000 in local funding. The following year would be construction, estimated to cost $2,000,000 with $570,000 in federal funding, no state funding, and $1,430,000 in local funding. Of that amount we have _____ allocated in Capital Project Sales Tax 3 funding.

Council Options:
Advise if Council's desire to proceed with the Airport CIP as adopted by Council has changed.

Recommendation:
The Airport Advisory Committee recommends proceeding with the Airport CIP as adopted.

ATTACHMENTS:

Description	Upload Date	Type
Terminal Area Study Plan Presentation	5/3/2021	Exhibit
Airport CIP as Adopted 11-2020	5/3/2021	Exhibit


Lancaster County
South Carolina
LANCASTER COUNTY
1785
SOUTH CAROLINA
Presentation for the
Lancaster County Council
May 10, 2021
HOLT

GOAL AND OBJECTIVE OF TERMINAL AREA STUDY

Most Efficient Layout?

Maximize use of developable property





Development Type(s)?

Maximize return on investment


Diverse Perspectives
County Council Represented
Airport Advisory Committee Represented
TECHNICAL ADVISORY COMMITTEE COMPOSITION CONSIDERATIONS
Technical Expertise
Economic Development Represented

TECHNICAL ADVISORY COMMITTEE *Members*

Lancaster County
South Carolina



Charlene McGriff
COUNTY COUNCIL



Christy Barnes
AIRPORT ADVISORY COMMITTEE



John McCain
ECONOMIC DEVELOPMENT



Paul Moses
AIRPORT MANAGEMENT

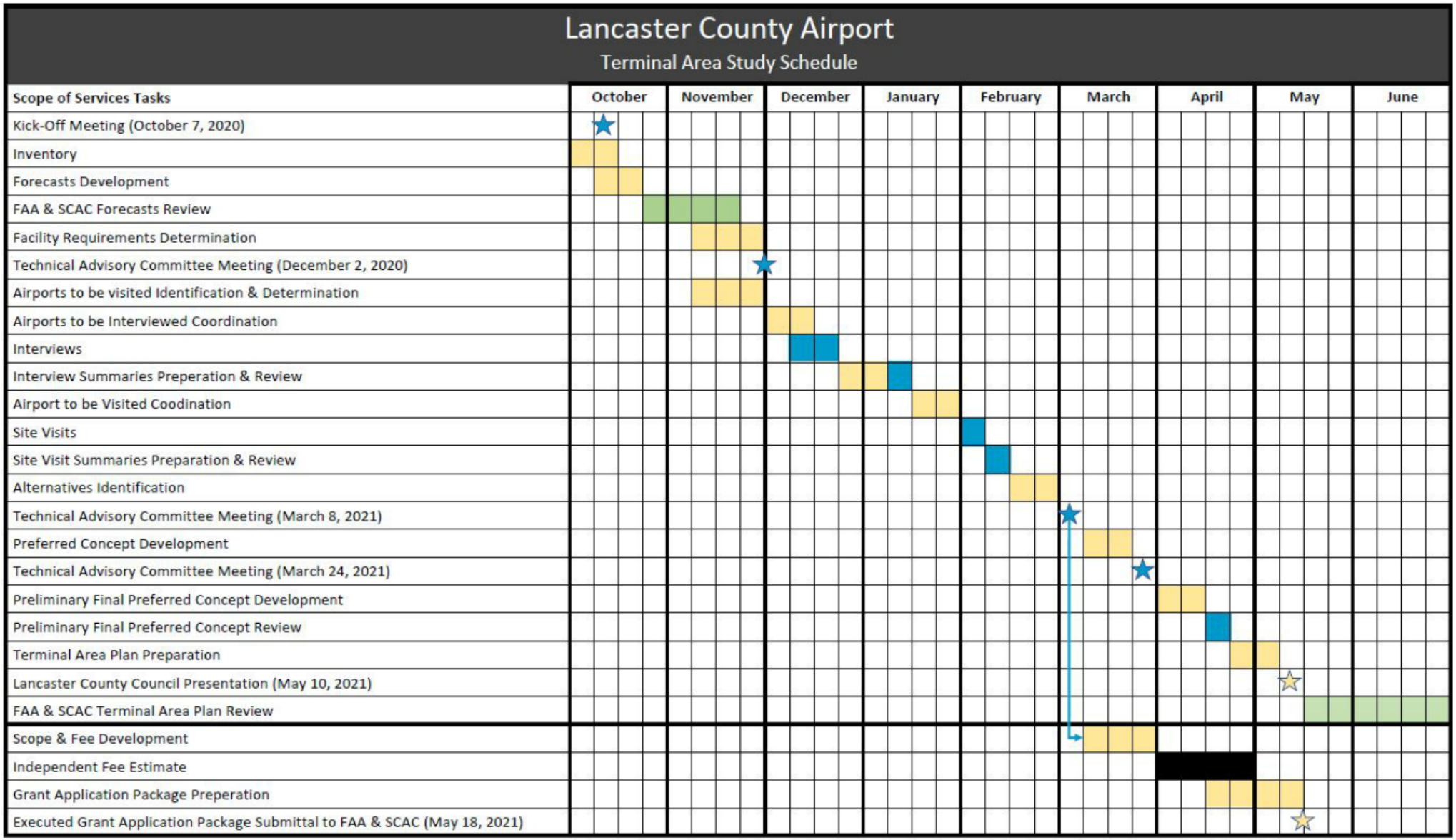


Grady Woods
TECHNICAL | ARCHITECTURE



Ken Holt
TECHNICAL | PLANNING

TERMINAL AREA STUDY SCHEDULE



TECHNICAL ADVISORY COMMITTEE ACCOMPLISHMENTS

6 Technical Advisory Committee Meetings
4 in-Person | 2 Virtual

6 Virtual Individual Meetings *with* 6 Airports
3 in South Carolina | 3 in North Carolina

3 Airport Visits
2 in South Carolina | 1 in North Carolina

TECHNICAL ADVISORY COMMITTEE ACCOMPLISHMENTS *Continued*

Reviewing/Studying:

1. Project Scope Objective/Goal
2. 

and 

Aviation Activity Forecasts
3. Jet vs. Piston Aircraft Contribution *(property tax & fuel purchase)*

TECHNICAL ADVISORY COMMITTEE ACCOMPLISHMENTS *Continued*

Lancaster County Airport

4. - Terminal Area Facilities Inventory
   - Aviation Activity Forecasts
   - Facility Requirements

5. Six Airport Virtual Meeting Summaries

6. Three Airport Site Visits Architect Notes

7. Two Terminal Building Floor Plan Concepts

8. Five Terminal Building Location Options

CANDIDATE AIRPORTS FOR INPUT

Lancaster County Airport Terminal Area Study Candidate Airports to Visit							
Airport	Current Based Aircraft (AirNav)	Current Annual Aircraft Operations (AirNav)	Runway Length & Width (AirNav)	Completion Year of Terminal Building Construction	New Terminal Building	Renovation/ Expansion of Existing Terminal Building	Terminal Building Approximate Square Footage
Lancaster County Airport	39	9,125	6,004' x 101'	1980's	Yes	No	2,292
South Carolina							
Anderson Regional Airport ★	47	29,930	6,002 x 149'	2020	Yes	No	6,200
Lowcountry Regional Airport ★	37	12,775	6,002' x 100'	2019	No	Yes	6,400
Georgetown County Airport	46	15,330	6,005' x 100'	2009	Yes	No	8,500
Summerville Airport	64	9,125	5,000' x 75'	2009	Yes	No	4,700
Pickens County Airport	34	10,950	5,002' x 100'	2008	Yes	No	4,700
North Carolina							
Curtis L. Brown, Jr. Field	22	14,600	5,006' x 75'	2019	Yes	No	4,500
Charlotte - Monroe Executive Airport ★	114	56,210	7,001' x 100'	2013	Yes	No	6,100
Shelby - Cleveland County Regional Airport	44	18,250	5,001' x 100'	2010	Yes	No	6,400
Stanley County Airport	40	28,105	5,499' x 100'	2010	Yes	No	12,000
Lincolnton - Lincoln County Airport	77	33,945	5,700' x 100'	2010	Yes	No	6,500

NEW TERMINAL BUILDING: OPTION 1



NEW TERMINAL BUILDING: OPTION 2



NEW TERMINAL BUILDING: OPTION 3



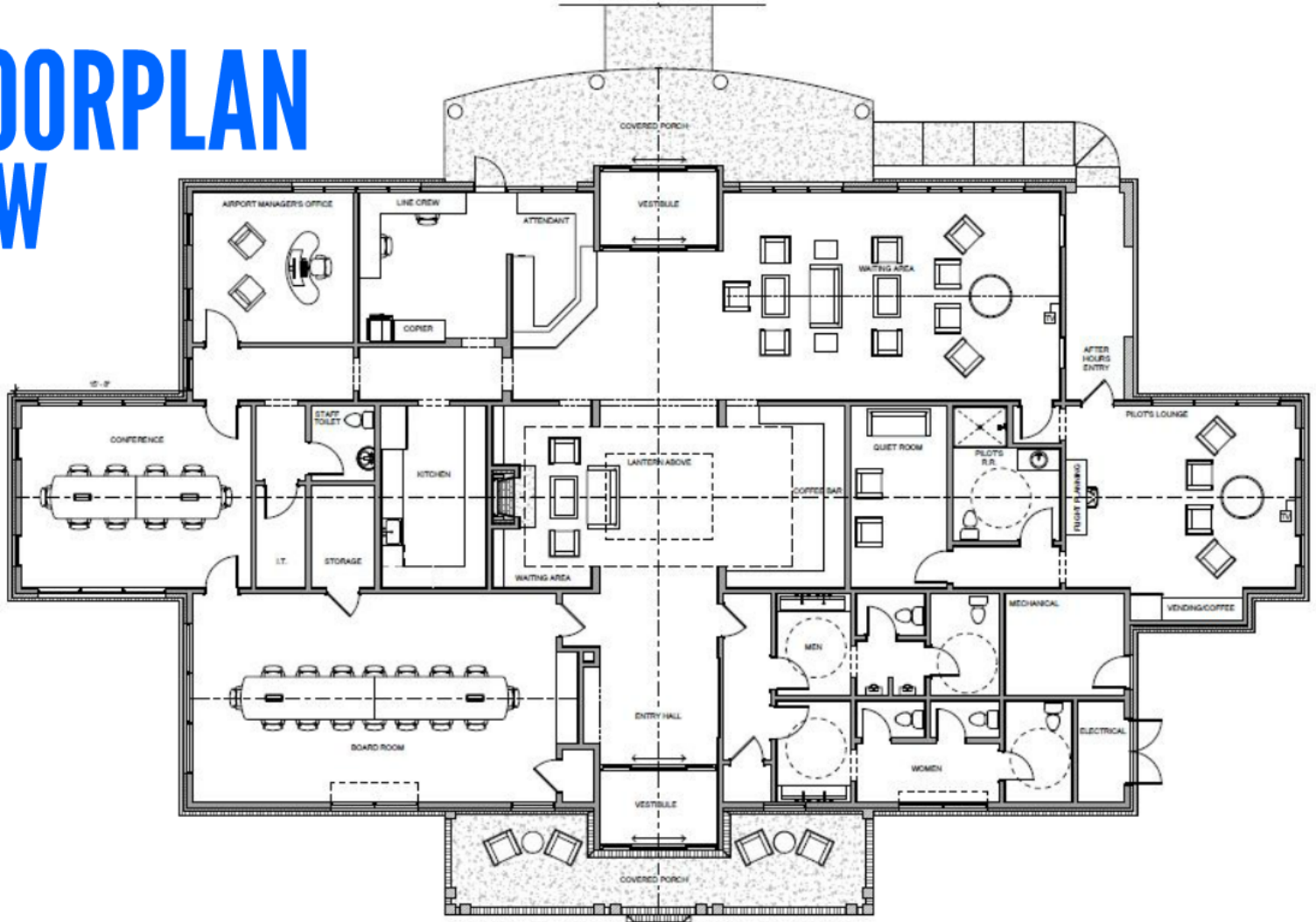
NEW TERMINAL BUILDING: OPTION 4



NEW TERMINAL BUILDING: PREFERRED OPTION

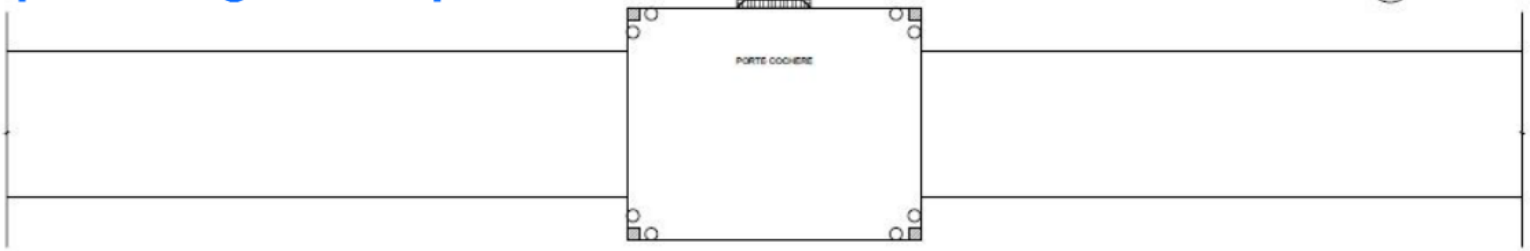


FLOORPLAN VIEW



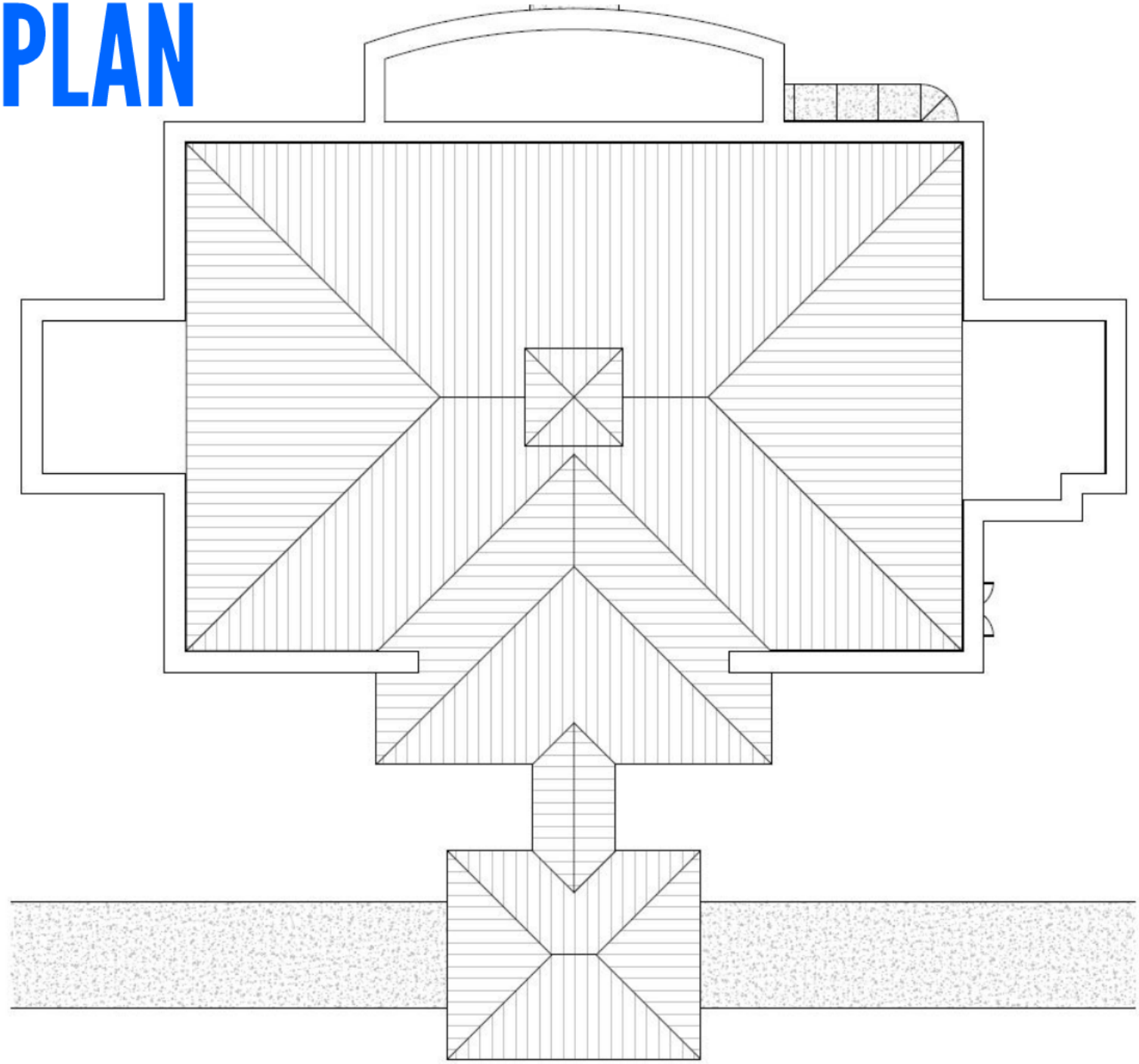
Gross Square Footage: 5,503 sq. ft.

Net Square Footage: 4,567 sq. ft.



1 02 FIRST FLOOR PLAN
3/16" = 1'-0"

ROOF PLAN VIEW



ELEVATIONS

AIRSIDE ELEVATION



1 RAMP SIDE
3/16" = 1'-0"

RIGHT SIDE ELEVATION



2 RIGHT SIDE
3/16" = 1'-0"

ELEVATIONS

LANDSIDE ELEVATION



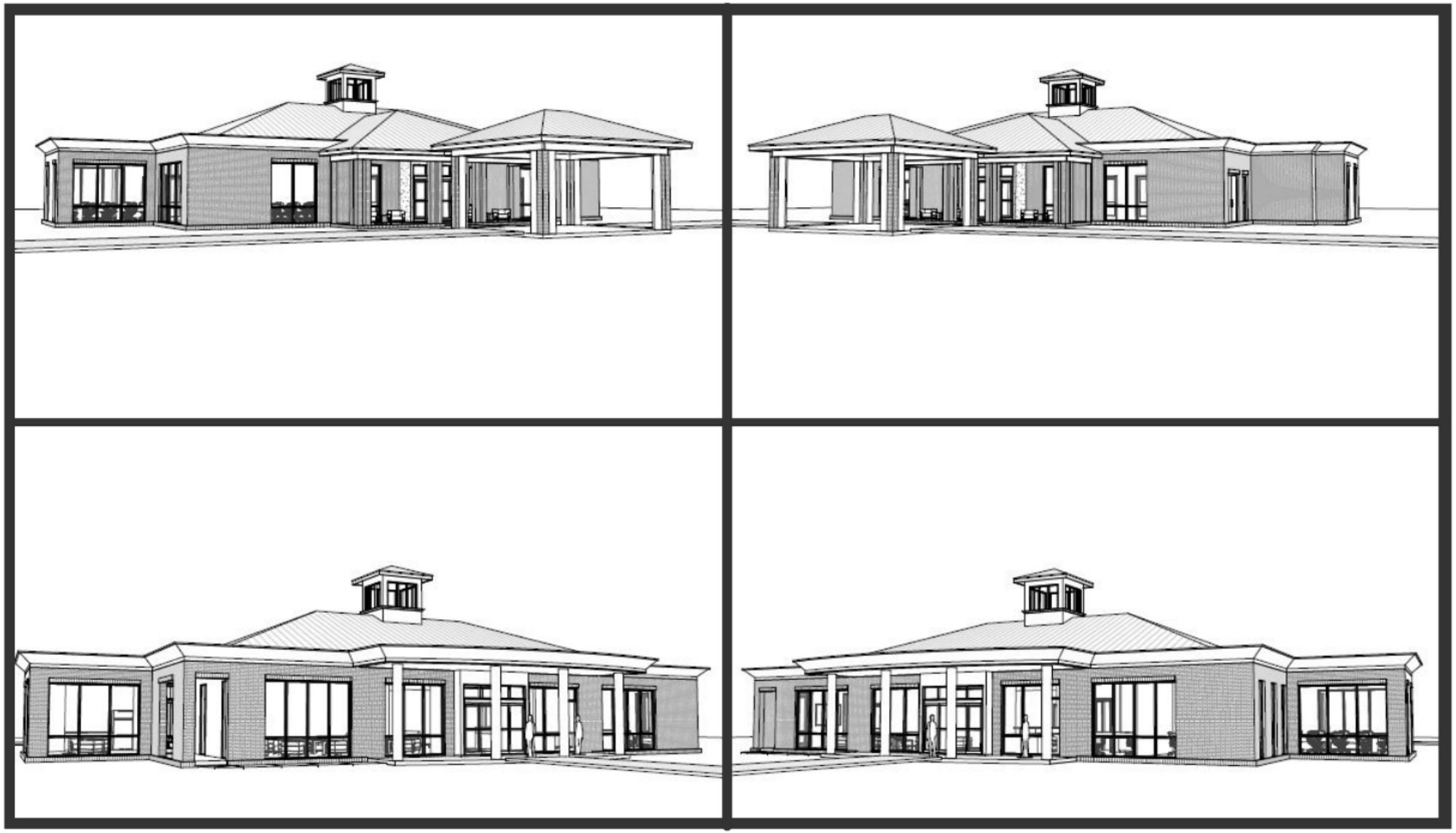
1 STREET SIDE
3/16" = 1'-0"

LEFT SIDE ELEVATION

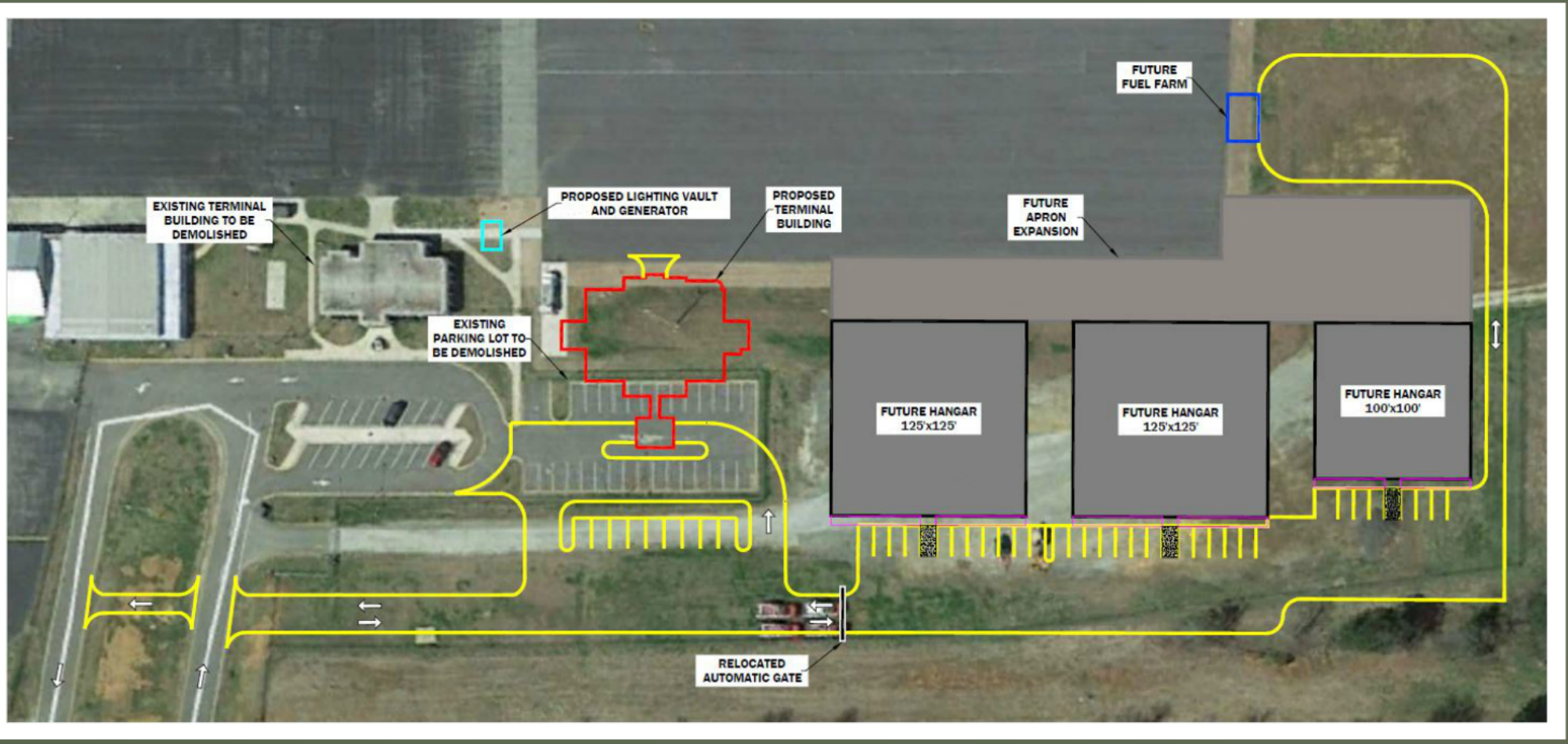


2 LEFT SIDE
3/16" = 1'-0"

BUILDING PERSPECTIVES



DRAFT TERMINAL AREA PLAN





Any Questions?

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Ken Holt/Holt Consulting and Paul Moses/Airport Manager
Department: Administration
Date Requested to be on Agenda: 11/23/2020

Issue for Consideration:
Council is being asked to review the updated Airport Capital Improvement Plan for 2022-2026. The Plan is due to the Federal Aviation Administration (FAA) by the end of the calendar year. The Airport Advisory Committee voted unanimously to approve the updated Plan on October 21, 2020.

Points to Consider:
Attached for Council's review and consideration is the updated Airport Capital Improvement Plan 2022-2026.

Funding and Liability Factors:
Please see the attached Plan for funding considerations.

Council Options:
Council can approve or amend the updated Airport Capital Improvement Plan 2022-2026.

Recommendation:
Staff recommends approving the Plan.

ATTACHMENTS:

Description	Upload Date	Type
Updated Airport Capital Improvement Plan 2022-2026	10/30/2020	Backup Material

Lancaster County Airport (LKR) Capital Improvement Plan (CIP) FFY 2022 - FFY 2026

FFY 2020 shown for reference

Federal Fiscal Year (FFY)	Project	Phase	NPR	Cost		FAA Share		SCAC Share		Sponsor Share
2020	Apron Rehabilitation & REILs	Construction	58/47	$967,844		$967,844		$0		$0
	Terminal Area Study	Planning	54	$73,880		$0		$0		$73,880
	Total			**$1,041,724**		**$967,844**		**$0**		**$73,880**
	Entitlements			**$181,654**	**+**	**$150,000**	**-**	**$967,844**	**=**	**-$636,190**
2021	Terminal Building Complex (Terminal)	Design	37	$325,000		$150,000		$16,250		$158,750
	Total			**$325,000**		**$150,000**		**$16,250**		**$158,750**
	Entitlements			**$0**	**+**	**$150,000**	**-**	**$150,000**	**=**	**$0**
2022	Terminal Building Complex (Terminal)	Construction	37	$2,000,000		$0		$500,000		$1,500,000
	Total			**$2,000,000**		**$0**		**$500,000**		**$1,500,000**
	Roll Over Entitlements (Design & Construction of Hangar)			**$0**	**+**	**$150,000**	**-**	**$0**	**=**	**$150,000**
2023	**Roll Over Entitlements (Design & Construction of Hangar)**			**$150,000**	**+**	**$150,000**	**-**	**$0**	**=**	**$300,000**
2024	**Roll Over Entitlements (Design & Construction of Hangar)**			**$300,000**	**+**	**$150,000**	**-**	**$0**	**=**	**$450,000**
2025	Terminal Building Complex (125' x 125' Hangar)	Design	31	$200,000		$180,000		$0		$20,000
	Total			**$200,000**		**$180,000**		**$0**		**$20,000**
	Entitlements			**$450,000**	**+**	**$150,000**	**-**	**$180,000**	**=**	**$420,000**
2026	Terminal Buliding Complex (125' x 125' Hangar)	Construction	31	$2,000,000		$570,000		$0		$1,430,000
	Total			**$2,000,000**		**$570,000**		**$0**		**$1,430,000**
	Entitlements			**$420,000**	**+**	**$150,000**	**-**	**$570,000**	**=**	**$0**
				FAA Total (FFY 2022 through FFY 2026)		**$750,000**				

Note: SCAC participates in funding construction of terminal buildings at 50% of the non-federal share up to $500,000.

Note: SCAC does not participate in funding hangars.

September 25, 2020

DRAFT

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis / Administration
Department: Planning
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Discussion of Airport Overlay Zone F.

Points to Consider:
Zone F is the zone that is farthest from our Airport.

As you can see we have run into an issue with projects that fall into Zone F.

The S.C. Aeronautics Commission indicated they feel Zone F is excessive as they do not regulate within that zone. That said, Airport Engineer Ken Holt feels that having a Zone F is useful in that it excludes two types of uses - hazardous materials and landfills. Both of these are problematic for airports.

Funding and Liability Factors:
N/A on funding but eliminating Zone F could be a liability issue for the Airport per Ken.

Council Options:
A text amendment to reduce the impact of Zone F, reduce the footprint of Zone F, or eliminate Zone F.

Recommendation:
Based on Ken's advice, I recommend that we modify the UDO to reflect that no review of any proposed use within Zone F is needed UNLESS it falls into one of the two excluded uses. That should eliminate useless work for Planning and time for the applicant. This would be accomplished by way of a subsequent UDO Text Amendment which I will sign.

Also, please note that while we are asking Council for approval on this one case, as we make text changes to eliminate reference to the Airport Commission, future cases will be handled administratively by Planning and the Airport Manager if the proposed Text Amendment finds favor.

I respectfully request the following motion be considered:
MOTION: That the Lynwood Drive Preliminary Plat be approved for compliance with the Airport Overlay Zone F.

ATTACHMENTS:

Description	Upload Date	Type
Memo to Council	5/3/2021	Exhibit
McWhirter Field Aviation Overlay Maps	5/3/2021	Exhibit
Chapter 4 UDO Highlight	5/3/2021	Exhibit
Lynwood Prelim Plat	5/3/2021	Exhibit

TO: County Council

FROM: Katie See, Planning Department

DATE: April 30, 2021

SUBJECT: Aviation Overlay and Lynwood Drive Subdivision

The purpose of this memo is to discuss the McWhirter Field Aviation Overlay as identified in Section 4.2.1 of the UDO for two purposes. The Aviation Overlay District is established to set height and land use limitations for airport safety within the vicinity of McWhirter Field. The first purpose pertains to the Lynwood Drive preliminary plat, which is located within Zone F of the Aviation Overlay. The second purpose is to discuss Zone F of the Aviation Overlay.

Purpose 1 – Lynwood Drive Preliminary Plat

True Homes, LLC submitted a preliminary plat for TM # 0087-00-006.00 on March 2, 2021. The plat consists of 62 single-family homes with a plan for additional residential lots in the future not to exceed 38 (total of 100). The plat was approved by the Planning Commission on April 20, 2021 with the condition that outstanding TRC/staff comments be addressed. However, Staff has determined that the subject property is located within Zone F of the Aviation Overlay. According to the Land Use Compatibility Guidance table in Chapter 4, Single-Family Residential uses are permitted in Zone F. The only use not permitted within that zone is solid/hazardous waste and landfills.

Section 4.2.1.G.4 of the UDO states that no permit regulated by the Aviation Overlay District shall be issued by the Administrator unless approved by the LC Airport Commission or its designee. Since the Airport Commission is now an advisory Airport Committee, staff is asking County Council to sign off on the permit for 62 single-family homes.

Staff has spoken with David Smith of the SC Aeronautics Commission, Ken Holt, Engineer for Lancaster County Airport Advisory Committee, and Paul Moses, Airport Manager. The SC Aeronautics Commission only regulates Zones A-E, not F. Therefore, the subject parcel for the Lynwood Drive preliminary plat is outside of their purview. Mr. Smith of the SC Aeronautics Commission believes the coverage of Zone F is "excessive". The Airport Committee regulates uses within five (5) miles of the airport. This project is located approximately 5.6 miles from the airport. Mr. Smith, Mr. Holt and Mr. Moses, as well as Jeff Catoe, Public Works Director, are in agreement that the proposed preliminary plat for single-family homes is compatible within Zone F.

Purpose 2 – Amend Aviation Overlay District

Since the Airport Commission is now an advisory committee, the Aviation Overlay District will need to be amended to reflect the change. Staff recommends that approvals for the Aviation Overlay be signed off

for approval by the Airport Manager, in consultation with the Airport Engineer, as well as the Development Services Division Director.

Staff has included the examination of Zone F in the upcoming overall UDO amendment. The anticipated growth around the lower panhandle and the City of Lancaster will necessitate more reviews of projects within Zone F. By examining Zone F and possibly reducing its coverage or reducing the uses required to be reviewed (with the exception of solid/hazardous waste and landfills), applicants will have a more efficient process.

When Zone F is reviewed during the overall UDO amendment, the change from Airport Commission to Airport Committee can be made as well as the change to authorize the Airport Manager to sign off on projects.

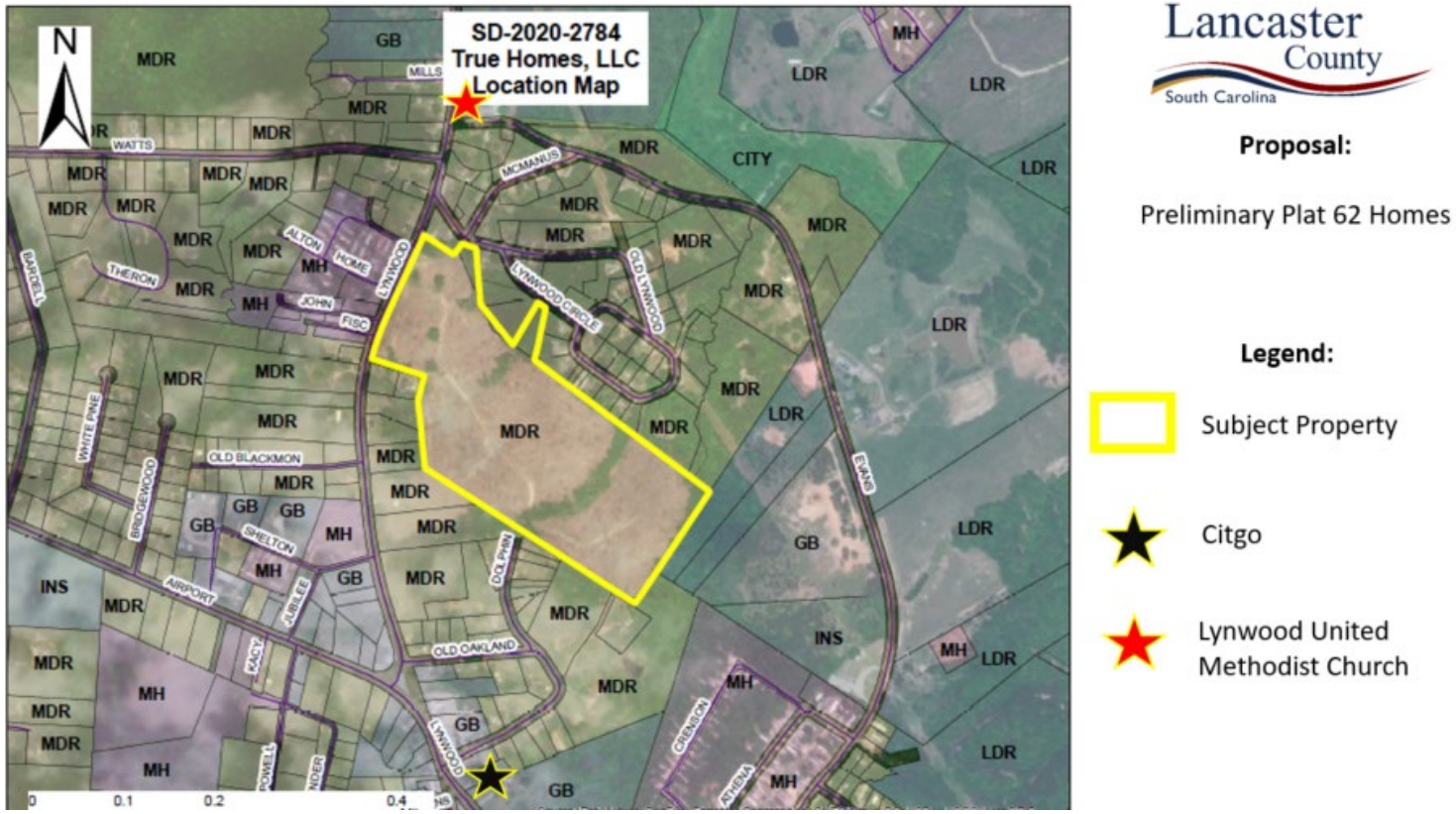
County Council Action: Approve Lynwood Drive Preliminary Plat project, located within Zone F

Enclosed: Lynwood Drive Preliminary Plat
McWhirter Field Aviation Overlay Maps
McWhirter Field Land Use Compatibility Guidance Table (page 4-4 of UDO)

McWhirter Field Aviation Overlay

The following maps illustrate the location of the subject property as well as the approximate distance of it from McWhirter Field.

Map 1: Lynwood Drive project vicinity map



Lancaster County
South Carolina

Proposal:

Preliminary Plat 62 Homes

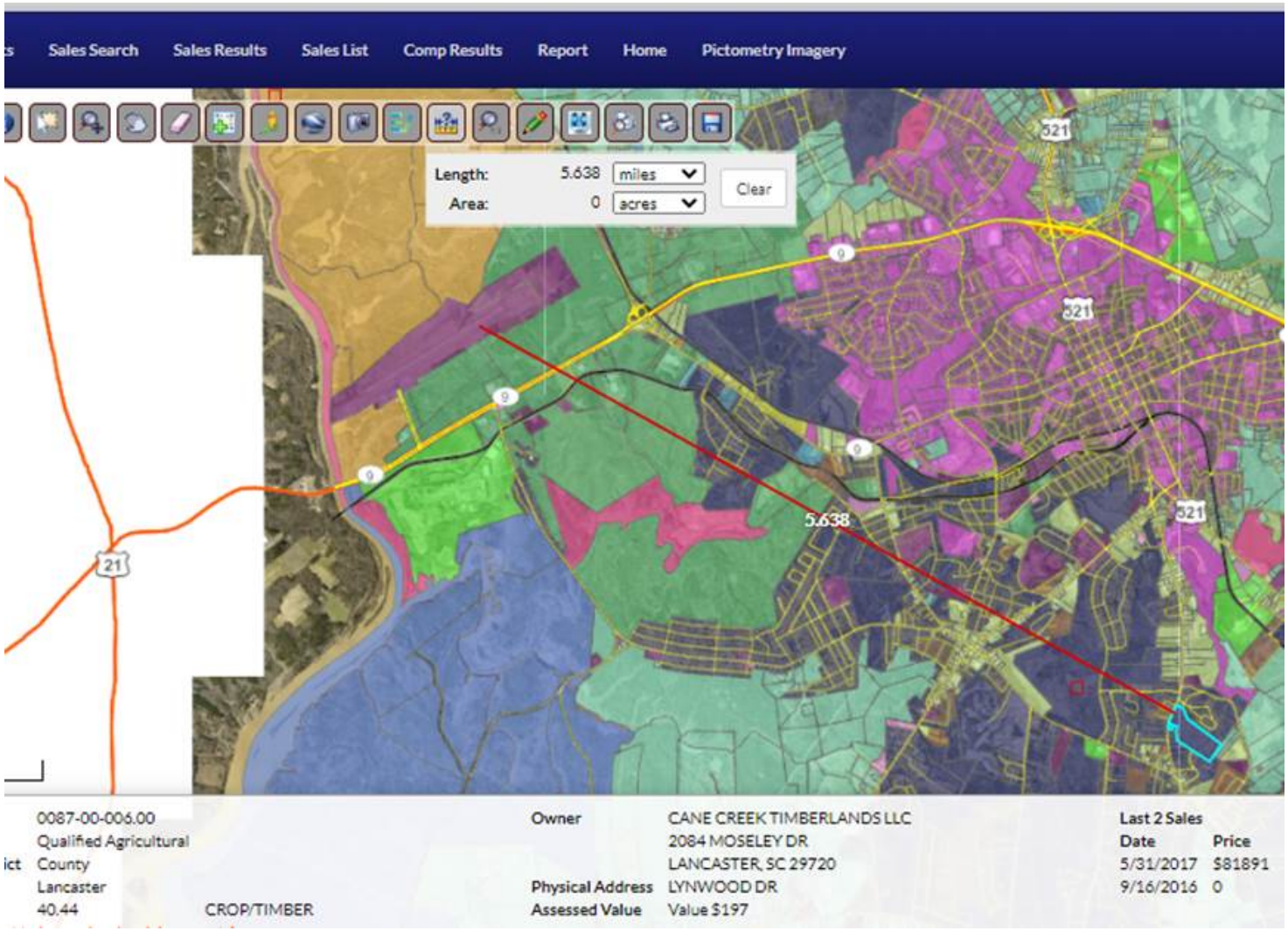
Legend:

Subject Property

Citgo

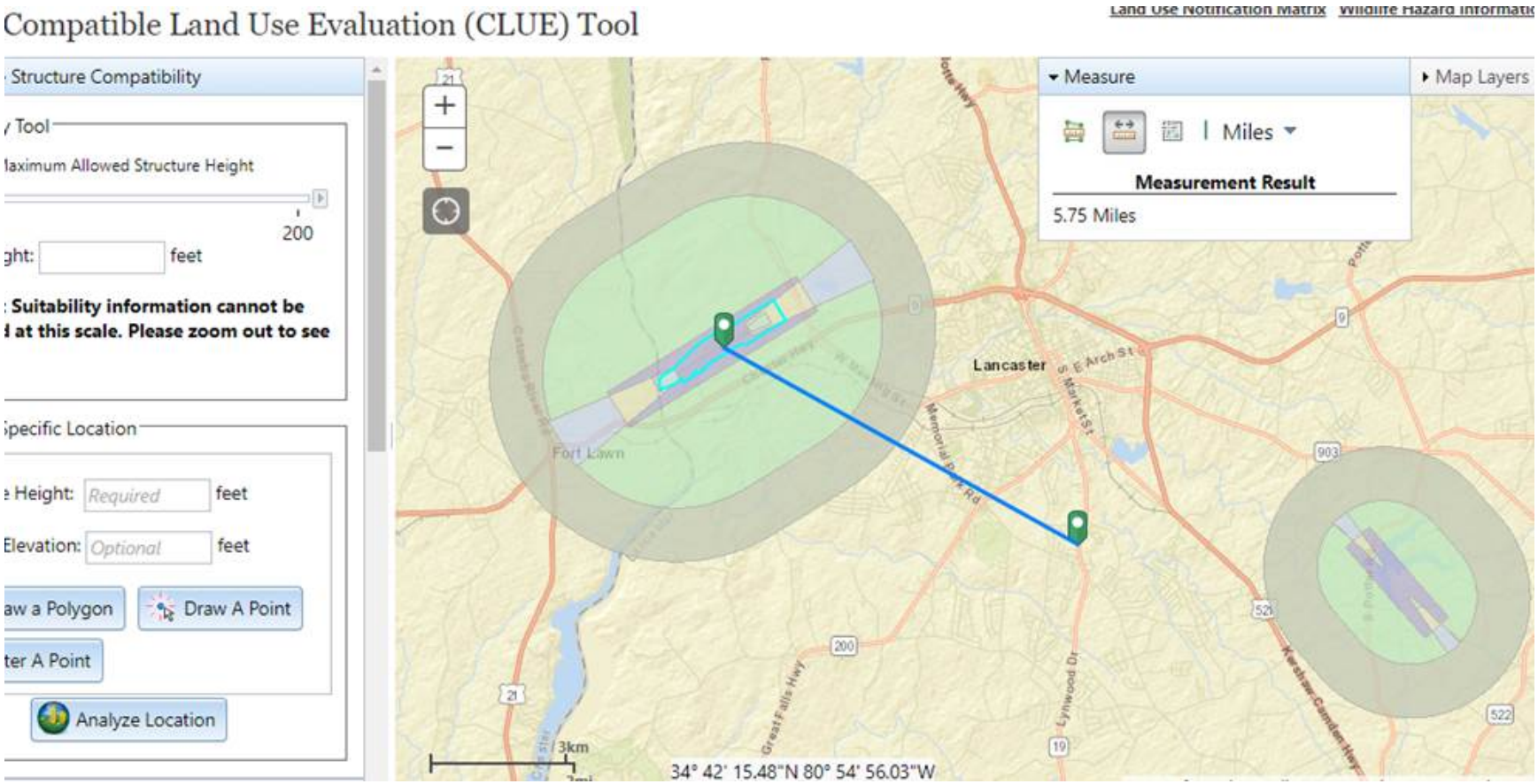
Lynwood United Methodist Church

Map 2: Distance from Lynwood Drive subject parcel to McWhirter Field (approximately 5.63 miles)



Map 3: Distance from Lynwood Drive subject parcel to McWhirter Field (approximately 5.75 miles)

- South Carolina Airport Compatible Land Use Evaluation (CLUE) Tool
- Evaluates location of developments within Aviation Overlay



McWhirter Field Land Use Compatibility Guidance *

Airport Land Use Zone Designation	Zone A	Zones B1 & C2	Zone B2	Zone C1	Zone D	Zone E	Zone F
Agriculture, Farming and Animal Keeping							
Crop Production-Dry and Irrigated Farming	C 1,2	P	C 2	C 1,2	P	P	P
Specialty Crops, Nurseries/Greenhouses, Landscape Materials	-	P	P	-	P	P	P
Row-Crop Processing and Packaging, Wineries	-	P	P	-	P	P	P
Animal Processing and Packaging	-	C 2,3	P	-	P	P	P
Truck Farming, Roadside Stands, Farmers Markets	-	C 2,3	C 2,5	-	P	P	P
Pasture and Rangeland Grazing	-	P	P	P	P	P	P
Animal Feed Lots (Commercial Hogs, Dairies)	-	P	P	-	P	P	P
Animal Feed Lots (Commercial Poultry)	-	-	-	-	P	P	P
Game Preserves, Fish Farming	-	-	C 2	-	P	P	P
Feed Lots, Stockyards, Animal Commodity Sales Yards	-	C 2	C 2	-	P	P	P
Animal Hospital, Veterinary Clinic, Kennels, Pet Boarding	-	C 3	C 5	-	P	P	P
Equestrian Facilities, Exotic Animals	-	C 3	C 5	-	P	P	P
Public Use Facilities, Institutions and Utilities							
Civic-Use Convention Center, Auditorium, Concert Hall	-	-	-	-	C 1,2	P	P
Schools, Hospitals, and Correctional Facilities	-	-	-	-	C 1,2	P	P
Libraries, Museums, Churches, Day Care, Social/Civic Clubs	-	-	-	-	C 1,2	P	P
Parks, Athletic Fields, Playgrounds, Picnic Areas	-	-	-	-	C 1,2	P	P
Cemeteries	-	P	P	-	P	P	P
Public Utilities (Excludes Electric Power Plants, Lines)	-	C 1,2	C 1,2	-	C 1,2	C 1,2	P
Electric Power Plants and Overhead Transmission Lines	-	C 1,2	C 1,2	-	C 1,2	C 1,2	P
Solid-Hazardous Waste, Landfills (Excludes Transfer Stations)	-	-	-	-	-	-	-
Recycling	-	C 2,3	C 2,5	C 2	C 2	C 2	P
Residential							
Single Family Residential	-	C 2,4,7	C 2,4,7	-	C 7	P	P
Multi-Family Residential, Mobile Home Units/Parks	-	C 2,4,7	C 2,4,7	-	C 2,6,7	P	P
Group Homes, Convalescent Facilities, Nursing/Family Care	-	-	-	-	C 2,6,7	P	P
Apartments, Duplexes, Triplex, Quadraplex, Townhomes, Condominiums	-	C 2,4,7	C 2,4,7	-	C 2,6,7	P	P
Temporary Housing	-	C 2,4,7	C 2,4,7	-	C 2,6,7	P	P

(P) Permitted Land Use *(C) Conditional Land Use* *(-) Prohibited Land Use* ** See Table Key on page 4-6*

(Ord. No. 2019-1620, 12.9.19; Ord. No. 2020-1645, 2.24.20)

PRELIMINARY PLAT
LYNWOOD SUBDIVISION
LANCASTER COUNTY, SOUTH CAROLINA
TAX PARCEL #0087-00-006.00
REVISED APRIL 12, 2021

PROJECT CONTACTS

OWNER
CANE CREEK TIMBERLANDS LLC
2084 MOSELEY DR
LANCASTER, SC 29720

DEVELOPER
TRUE HOMES, LLC
2649 BREKONRIDGE CENTRE DRIVE, SUITE 104
MONROE, NORTH CAROLINA 28110
PHONE: (980)-269-6609
CONTACT: KEITH FENN, PE
EMAIL: KFENN@TRUEHOMESUSA.COM

WATER AND SEWER
LANCASTER COUNTY WATER & SEWER DISTRICT
PHONE: (803) 285-6919
CONTACT: JAMES HAWTHORNE, PE

LANCASTER COUNTY PLANNING DEPARTMENT
PHONE: (803) 285-6005
CONTACT: ROX BURHANS

LANCASTER COUNTY ZONING DEPARTMENT
PHONE: (803) 416-9777
CONTACT: SHANNON CATOE

PUBLIC WORKS DEPARTMENT
PHONE: (803) 283-2101
CONTACT: JEFF CATOE

STORMWATER DEPARTMENT
PHONE: (803) 286-3607
CONTACT: SCOTT EDGAR

FIRE DEPARTMENT
PHONE: (803) 313-8056
CONTACT: MIKE MAGETTE

SCDHEC BUREAU OF WATER, CONSTRUCTION PERMITTING
PHONE: (803) 898-4239
CONTACT: BRIDGET CLARKE

SCDHEC BUREAU OF WATER, STORMWATER PERMITTING
PHONE: (803) 898-3678
CONTACT: PAUL QUATTLEBAUM

ELECTRIC DUKE ENERGY
PHONE: (704) 604-8995
CONTACT: TIM BAKER

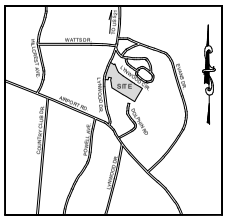
GAS LANCASTER COUNTY NATURAL GAS AUTHORITY
PHONE: (803) 548-4777
CONTACT: LISA BONKOWSKI

TELEPHONE/CABLE COMPORIUM
PHONE: (888) 403-2667

CIVIL ENGINEER
PROVIDENCE PROFESSIONAL ENGINEERING PLLC
1113 MILLBRIDGE PARKWAY
WAXHAW, NC 28173
PHONE: (908)328-0506
CONTACT: GRANT MOORE, PE
EMAIL: GAMOORE@PROVIDENCEPE.COM

SURVEYOR
PROVIDENCE LAND GROUP, PLLC
3716 PROVIDENCE RD S.
WAXHAW, NC 28173
PHONE: (704)400-0117
CONTACT: JAY STIKELEATHER





SITE LOCATION MAP
NOT TO SCALE

SHEET INDEX

C1.0	OVERALL PRELIMINARY PLAT
C1.1	PRELIMINARY PLAT DETAIL
C1.2	PRELIMINARY PLAT DETAIL
C1.3	PRELIMINARY PLAT DETAIL
C1.4	LANDSCAPE PLAN
C2.0	UTILITY LAYOUT
C2.1	UTILITY LAYOUT
C2.2	UTILITY LAYOUT AND NOTES

GENERAL SUBJECT PARCEL NOTES

TAX PARCEL
Lancaster County
Parcel #0087-00-006.00

PROJECT ACREAGE
40.44 Acres

ZONING
Medium Density Residential (MDR)

FLOOD ZONE
Zone X - No part of this site is located in a special flood hazard area per FIRM Community Panel 45057C0245D Effective 6-16-2011

EXISTING LAND USE
Undeveloped, predominantly cleared with some wooded areas

ADJACENT LAND USES
Single Family Residential
Woods

PROPOSED LAND USE
Single Family Residential
62 Lots

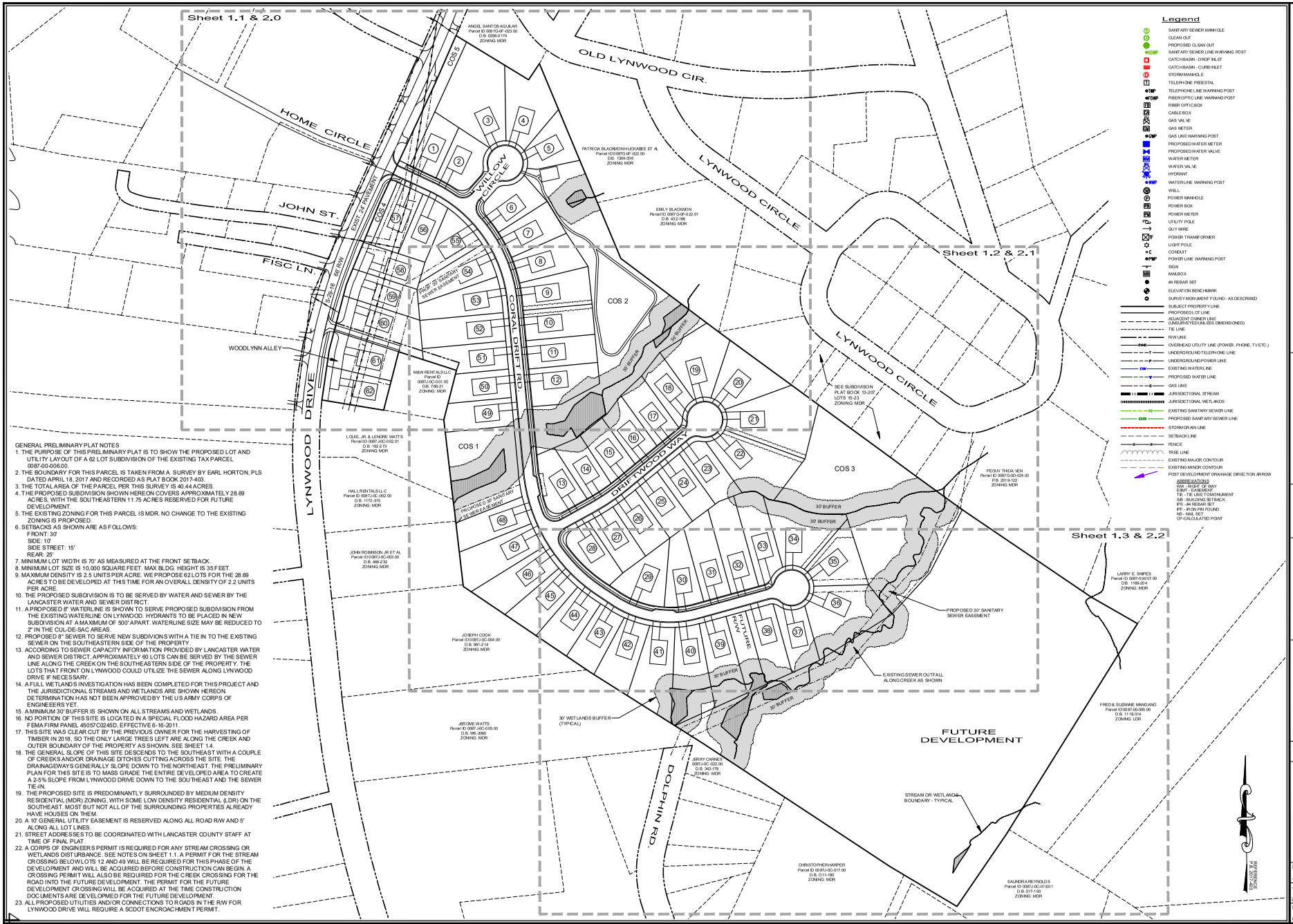
WATER & SEWER
Sanitary sewer and water operation shall be provided by Lancaster County Water and Sewer District upon completion/acceptance of utility installation.

PEDESTRIAN ACCESS
Sidewalks will be provided throughout the development on one side of each roadway.

This drawing is not to be used for construction purposes unless the signature of the responsible registrant is affixed hereon and the appropriate forms and fees have been sent to the Authority having jurisdiction by the Owner, Owner's Agent, or the Contractor. This is a preliminary (non-boundary) plat.

Providence Professional Engineering, PLLC
1113 Millbridge Parkway
Waxhaw, NC 28173
(980)328-0506
NC FIRM License: P-2068
SC COA: 6231

PROVIDENCE ENGINEERING & SURVEYING



GENERAL PRELIMINARY PLAT NOTES

1. THE PURPOSE OF THIS PRELIMINARY PLAT IS TO SHOW THE PROPOSED LOT AND UTILITY LAYOUT OF A 62 LOT SUBDIVISION OF THE EXISTING TAX PARCEL 0087-00-006.00.
2. THE BOUNDARY FOR THIS PARCEL IS TAKEN FROM A SURVEY BY EARL HORTON, PLS DATED APRIL 18, 2017 AND RECORDED AS PLAT BOOK 2017-403.
3. THE TOTAL AREA OF THE PARCEL PER THIS SURVEY IS 40.44 ACRES.
4. THE PROPOSED SUBDIVISION SHOWN HEREON COVERS APPROXIMATELY 28.69 ACRES, WITH THE SOUTHEASTERN 11.75 ACRES RESERVED FOR FUTURE DEVELOPMENT.
5. THE EXISTING ZONING FOR THIS PARCEL IS MDR. NO CHANGE TO THE EXISTING ZONING IS PROPOSED.
6. SETBACKS AS SHOWN ARE AS FOLLOWS:
   FRONT: 30'
   SIDE: 10'
   SIDE STREET: 15'
   REAR: 25'
7. MINIMUM LOT WIDTH IS 70' AS MEASURED AT THE FRONT SETBACK.
8. MINIMUM LOT SIZE IS 10,000 SQUARE FEET. MAX BLDG. HEIGHT IS 35 FEET.
9. MAXIMUM DENSITY IS 2.5 UNITS PER ACRE. WE PROPOSE 62 LOTS FOR THE 28.69 ACRES TO BE DEVELOPED AT THIS TIME FOR AN OVERALL DENSITY OF 2.2 UNITS PER ACRE.
10. THE PROPOSED SUBDIVISION IS TO BE SERVED BY WATER AND SEWER BY THE LANCASTER WATER AND SEWER DISTRICT.
11. A PROPOSED 8" WATERLINE IS SHOWN TO SERVE PROPOSED SUBDIVISION FROM THE EXISTING WATERLINE ON LYNWOOD. HYDRANTS TO BE PLACED IN NEW SUBDIVISION AT A MAXIMUM OF 600' APART. WATERLINE SIZE MAY BE REDUCED TO 2" IN THE CUL-DE-SAC AREAS.
12. PROPOSED 8" SEWER TO SERVE NEW SUBDIVIONS WITH A TIE IN TO THE EXISTING SEWER ON THE SOUTHEASTERN SIDE OF THE PROPERTY.
13. ACCORDING TO SEWER CAPACITY INFORMATION PROVIDED BY LANCASTER WATER AND SEWER DISTRICT, APPROXIMATELY 60 LOTS CAN BE SERVED BY THE SEWER LINE ALONG THE CREEK ON THE SOUTHEASTERN SIDE OF THE PROPERTY. THE LOTS THAT FRONT ON LYNWOOD COULD UTILIZE THE SEWER ALONG LYNWOOD DRIVE IF NECESSARY.
14. A FULL WETLANDS INVESTIGATION HAS BEEN COMPLETED FOR THIS PROJECT AND THE JURISDICTIONAL STREAMS AND WETLANDS ARE SHOWN HEREON. DETERMINATION HAS NOT BEEN APPROVED BY THE US ARMY CORPS OF ENGINEERS YET.
15. A MINIMUM 30' BUFFER IS SHOWN ON ALL STREAMS AND WETLANDS.
16. NO PORTION OF THIS SITE IS LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FEMA FIRM PANEL 45057C0245D, EFFECTIVE 6-16-2011.
17. THIS SITE WAS CLEAR CUT BY THE PREVIOUS OWNER FOR THE HARVESTING OF TIMBER IN 2018, SO THE ONLY LARGE TREES LEFT ARE ALONG THE CREEK AND OUTER BOUNDARY OF THE PROPERTY AS SHOWN. SEE SHEET 1.4.
18. THE GENERAL SLOPE OF THIS SITE DESCENDS TO THE SOUTHEAST WITH A COUPLE OF CREEKS AND/OR DRAINAGE DITCHES CUTTING ACROSS THE SITE. THE DRAINAGEWAYS GENERALLY SLOPE DOWN TO THE NORTHEAST. THE PRELIMINARY PLAN FOR THIS SITE IS TO MASS GRADE THE ENTIRE DEVELOPED AREA TO CREATE A 2-5% SLOPE FROM LYNWOOD DRIVE DOWN TO THE SOUTHEAST AND THE SEWER TIE-IN.
19. THE PROPOSED SITE IS PREDOMINANTLY SURROUNDED BY MEDIUM DENSITY RESIDENTIAL (MDR) ZONING, WITH SOME LOW DENSITY RESIDENTIAL (LDR) ON THE SOUTHEAST. MOST BUT NOT ALL OF THE SURROUNDING PROPERTIES ALREADY HAVE HOUSES ON THEM.
20. A 10' GENERAL UTILITY EASEMENT IS RESERVED ALONG ALL ROAD R/W AND 5' ALONG ALL LOT LINES.
21. STREET ADDRESSES TO BE COORDINATED WITH LANCASTER COUNTY STAFF AT TIME OF FINAL PLAT.
22. A CORPS OF ENGINEERS PERMIT IS REQUIRED FOR ANY STREAM CROSSING OR WETLANDS DISTURBANCE. SEE NOTES ON SHEET 1.1. A PERMIT FOR THE STREAM CROSSING BELOW LOTS 12 AND 49 WILL BE REQUIRED FOR THIS PHASE OF THE DEVELOPMENT AND WILL BE ACQUIRED BEFORE CONSTRUCTION CAN BEGIN. A CROSSING PERMIT WILL ALSO BE REQUIRED FOR THE CREEK CROSSING FOR THE ROAD INTO THE FUTURE DEVELOPMENT. THE PERMIT FOR THE FUTURE DEVELOPMENT CROSSING WILL BE ACQUIRED AT THE TIME CONSTRUCTION DOCUMENTS ARE DEVELOPED FOR THE FUTURE DEVELOPMENT.
23. ALL PROPOSED UTILITIES AND/OR CONNECTIONS TO ROADS IN THE R/W FOR LYNWOOD DRIVE WILL REQUIRE A SCDOT ENCROACHMENT PERMIT.

PROVIDENCE ENGINEERING & SURVEYING

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1113 Millbridge Parkway
Waxhaw, NC 28173
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SC COA: 6231

GRANT A. MOORE NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 34704

SOUTH CAROLINA PROVIDENCE ENGINEERING PLLC COA# 6231 CERTIFICATE OF AUTHORIZATION

Client Name

True Homes
2649 Brekonridge Centre Drive
Suite 104
Monroe, NC 28110
704-238-1229

Scale

100' 0' 50' 100'
SCALE: 1" = 100'

Project Name

Lynwood Subdivision

Lancaster County
South Carolina

Sheet Title

Overall Preliminay Plat

Date	Issued For	Rev
3/1/2021	First Submittal	0
4/12/2021	Rev after first County Review	1

Drawn By	Checked By
Jason C. King	Grant A. Moore M. Jay Stikeleather
Job Number	**Sheet Number**
20092	C-1.0
Drawing File	
20092-Preliminary Plat	

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1726 - HELD
Contact Person / Sponsor: Kimberly Belk/Administration and Steve Willis/Administration
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Update to the County Capital Improvement Plan beginning July 2021-June 2031.

Points to Consider:
Historically the revised plan has included items over $100,000 and been adopted every five years. The last one was adopted in 2017.

This will be an active CIP with budget staff planning to post it online and give bi-annual status updates. Budget staff also recommends revisiting the plan annually with Council.

We need to update the CIP to include impact fee items as well as Capital Project Sales Tax 3 items. This version does not include the airport any longer, as FAA regulations require us to pass an annual airport CIP that makes necessary changes. After talking with the County's airport consultant, the decision was made to remove it from the county-wide CIP and track it separately.

This document has been amended since the version previously presented to Council at the Jan. 19 Committee of the Whole Meeting to include: office space for the Coroner's office and the recreation bond projects which were approved by referendum and the majority of construction will take place in next fiscal year.

Funding and Liability Factors:
This document serves as a financial plan for capital expenditures.

Council Options:
Approve or deny the Ordinance.

Recommendation:
Planning Commission recommended approval.
Staff recommends approval.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1725 - DEFERRED
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to Impose a Parks and Recreation Development Impact Fee.

Points to Consider:
The Parks & Recreation development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Parks & Recreation facility system improvement needs.

The proposed residential parks and recreation development impact fee schedule is as follows:

Development Type	Parks & Recreation
Residential (per housing unit)	
Single Family Detached	$784
Single Family Attached	$666
Multifamily	$557

The proposed 3rd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Amendment of the proposed development milestone is the only change in the proposed 3rd reading version.

If the 3rd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approve or Disapprove imposition of a Parks and Recreation Impact Fee

Recommendation:
Not Applicable

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1722 - DEFERRED
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to impose a Fire Development Impact Fee

Points to Consider:
There is an existing assessment district for the Pleasant Valley Fire District located within the Greater Panhandle Service Area that would receive a credit on the proposed fire impact fees.

The proposed residential fire development impact fees are as follows:

Greater Panhandle:

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,184
Single Family Attached	$1,006
Multifamily	$841

Pleasant Valley:

Development Type	Fire
Residential (per housing unit)	
Single Family Detached	$1,018
Single Family Attached	$865
Multifamily	$723

The non-residential fire development impact fees are as follows:

Greater Panhandle

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,478
Office	$502
Industrial	$255
Warehouse	$90
Healthcare	$552
Institutional	$1,005

Pleasant Valley

Development Type	Fire
Nonresidential (per 1,000 square feet)	
Retail	$1,363
Office	$463
Industrial	$236
Warehouse	$83
Healthcare	$509
Institutional	$927

County Council must decide upon an effective date for the imposition of development impact fees.

The proposed 2nd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Refinement of the proposed development milestone is the only change in the current proposed 2nd reading version and the proposed 2nd reading version that was presented to County Council on April 12, 2021.

If the 2nd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approve or disapprove imposition of the fire development impact fee.

Recommendation:
Not Applicable.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1723 - DEFERRED
Contact Person / Sponsor: Steve Willis/County Administrator and John DuBose/County Attorney
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to impose an EMS development impact fee.

Points to Consider:
The EMS development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on EMS facility system improvement needs.

The proposed Residential impact fees are as follows:

Development Type	EMS
Residential (per housing unit)	
Single Family Detached	$139
Single Family Attached	$118
Multifamily	$98

The proposed non-residential EMS impact fees are as follows:

Development Type	EMS
Nonresidential (per 1,000 square feet)	
Retail	$72
Office	$24
Industrial	$12
Warehouse	$4
Healthcare	$27
Institutional	$49

The impact fees have been calculated so that new development pays for its proportionate share of the cost of maintaining current levels of service for EMS services.

County Council must decide upon an effective date for the imposition of development impact fees. Staff and legal counsel suggest October 1, 2021 as the effective date. County Council must also consider whether to provide that projects that have reached certain development milestones are subject to imposition of development impact fees.

The proposed 2nd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Refinement of the proposed development milestone is the only change in the current proposed 2nd reading version and the proposed 2nd reading version that was presented to County Council on April 12, 2021.

If the 2nd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be refunded.

Council Options:
Approval or disapproval of imposition of an EMS development impact fee

Recommendation:
Not applicable.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1724 - DEFERRED
Contact Person / Sponsor: Steve Willis/Administration and John Dubose/County Attorney
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Whether to impose a Sheriff Development Impact Fee.

Points to Consider:
The Sheriff development impact fee study sets forth a reasonable level of service standard, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new development on Sheriff facility system improvement needs.

The proposed residential Sheriff development impact fee is as follows:

Development Type	Sheriff
Residential (per housing unit)	
Single Family Detached	$126
Single Family Attached	$107
Multifamily	$90

The proposed non-residential Sheriff development impact fee schedule is as follows:

Development Type	Sheriff
Nonresidential (per 1,000 square feet)	
Retail	$158
Office	$54
Industrial	$27
Warehouse	$10
Healthcare	$59
Institutional	$107

County Council must decide upon an effective date for the imposition of development impact fees.

The proposed 2nd reading version of the ordinance incorporates a October 1, 2021 effective date and provides that projects that have received approval of a site specific development plan prior to the effective date are not subject to imposition of the impact fee. This revised proposed development approval milestone provides greater clarity as to applicability of the effective date for a wider variety of pending development projects and is easier to administer for staff. Refinement of the proposed development milestone is the only change in the current proposed 2nd reading version and the proposed 2nd reading version that was presented to County Council on April 12, 2021.

If the 2nd reading version of the ordinance meets with the approval of County Council it should be adopted by a motion to amend the present version of the ordinance.

Funding and Liability Factors:
Impact fees are proposed to be paid at issuance of a building permit.

Impact fees must be paid within three (3) years of their scheduled expenditure date on a first in first out basis or they must be

refunded.

Council Options:
Approval or disapproval of the Sheriff Development impact fee

Recommendation:
Not applicable.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1728 / Planning Case Number: UDO-TA-2020-2957 - DEFERRED
Contact Person / Sponsor: Robert Tefft, Senior Planner
Department: Planning
Date Requested to be on Agenda: 5/10/2021

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

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

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

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

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

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

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

Funding and Liability Factors:
N/A

Council Options:
To approve or deny the proposed text amendment.

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

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Steve Willis / Administration
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Interim Deputy County Administrator Kim Belk graduated from the National Association of Counties High Performance Leadership Academy on April 16th.

Points to Consider:
Kim was our first employee to undertake the 12 week long program by NACo.

An informational sheet about the program is attached.

Funding and Liability Factors:
N/A as NACo offered one spot free to every county in 2021.

I hope that we will have others decide to take this challenging program in the future. The normal cost to attend is $1,695.

Council Options:
N/A I simply wanted to congratulate Kim on this achievement.

Recommendation:
N/A

ATTACHMENTS:

Description	Upload Date	Type
NACo Information Sheet	4/26/2021	Exhibit



Counties affect the lives of residents every day. When our frontline staff are empowered as leaders, we deliver services more effectively. **The NACo High Performance Leadership Academy is a resource that connects your staff with practical leadership training.** HPLA uses an innovative, interactive online learning platform that combines real-time webinars, recorded sessions and small group discussions to deliver effective training without traveling away from the county – saving money and maximizing time.

THE ACADEMY FOCUSES ON FIVE ESSENTIAL SKILLS:

LEAD:

Engage teams and stakeholders to foster positive climates and exceed common expectations

ORGANIZE:

Plan, lead and execute organizational change more effectively and consistently

COLLABORATE:

Establish alignment and strong partnerships through building stronger relationships

DELIVER:

Measure projects and processes to deliver results aligned with county and community priorities

COMMUNICATE:

Create clarity, confidence and community

The NACo High Performance Leadership Academy empowers frontline county government professionals with fundamental, practical leadership skills to deliver results for counties and residents.

NACo Member County cost per enrollee begins at $1,695.

Additional discounts may apply. Contact us for more details.



With a curriculum developed by ***General Colin Powell*** and public and private sector leaders, NACo High Performance Leadership Academy gives students the opportunity to learn from world-class faculty. All content is guided by an expert facilitator.

Find out more at NACo.org/Skills

Agenda Item Summary

Ordinance # / Resolution #: N/A
Contact Person / Sponsor: Darren Player / Fire/Emergency Services
Department: Administration
Date Requested to be on Agenda: 5/10/2021

Issue for Consideration:
Lancaster County has been named a Fire Safe South Carolina Community.

Points to Consider:
This covers the entire county as both Lancaster County Fire Rescue and the Lancaster City Fire Rescue Department have been recognized. They are 2 of 80 departments in 33 counties so recognized.

The attachment provides information on the Community Risk Reduction efforts that have been completed.

The formal award will be presented in June.

Funding and Liability Factors:
N/A

Council Options:
N/A

Recommendation:
N/A

ATTACHMENTS:

Description	Upload Date	Type
Fire Safe Community Information	4/29/2021	Letter

FIRE SAFE South Carolina
A Community Risk Reduction Program

141 Monticello Trail
Columbia, SC 29203
(803) 896-9800
www.firesafe.sc.gov

For Immediate Release: April 28, 2021
Contact: Susan Duncan, Office Manager
S.C. Division of Fire and Life Safety
(803) 896-5790

80 S.C. Fire Departments Receive "Fire Safe South Carolina" Community Designation

Fire Safe South Carolina (FSSC) and its partners congratulate 80 local fire departments in 33 counties across the state who have actively worked to develop community risk reduction (CRR) plans for their jurisdictions in 2020.

These designated communities continually work to reduce fire-related injuries in our state, thereby decreasing the risks for residents and firefighters. They also promote consistent fire safety messaging and stress the importance of providing all relative data collected at fire scenes.

"The enthusiasm for obtaining this designation continues to grow, and we remain encouraged by active participation," Community Risk Reduction Chief Josh Fulbright said. "We congratulate the 80 designees and, even with the pandemic, are excited to see a 40 percent increase from last year. We look forward to recognizing them during the June Fire-Rescue Conference in Columbia - along with those from 2019 who could not be fully recognized last year."

Despite challenges associated with the pandemic, it is clear these fire departments continue to provide fire and life safety information to their local citizens.

Specifically, FSSC-designated communities took creative as well as virtual approaches to community risk reduction and documented outreach educational opportunities for nearly 55,000 citizens. Additionally, more than 1,300 fire service members were trained through the Community Risk Reduction curriculum, and more than 80 fire departments were represented during the annual Life Safety Education Conference.

Fulbright acknowledges the program is effective because of its dedicated community partners.

"With fire departments receiving more than 9,000 smoke alarms donated from their growing list of community partners, these relationships are an important part of this life-saving program."

Launched in 2017, Fire Safe SC's partners include the S.C. State Firefighters' Association, the S.C. State Association of Fire Chiefs, and the S.C. Fire Marshal Association. Together, they announce the following fire departments have obtained the Fire Safe SC Community designation. http://firesafe.sc.gov/docs/FIRESAFE%20CONGRATS%202020.pdf

FIRE SAFE South Carolina
A Community Risk Reduction Program

141 Monticello Trail
Columbia, SC 29203
(803) 896-9800
www.firesafe.sc.gov

2020 Fire Safe South Carolina Designated Communities

Abbeville City Fire and Rescue
Aiken Department of Public Safety
Anderson County Fire Protection Commission
Awendaw-McClellanville Consolidated Fire District
Bamberg Fire District
Barnwell Rural Fire Department
Belton Fire Department
Bennettsville Fire Department
Bethany Fire Department
Bluffton Township Fire District
Boiling Springs Fire District
Bonham Fire Department
Buffalo-Cherokee VFD
Camden Fire Department
Charleston Fire Department
Cheraw Fire Department
Gaffney Fire Department
Hardeeville Fire Department
City of Isle of Palms Fire Department
City of Newberry Fire Department
City of Spartanburg Fire Department
Clarendon County Fire Rescue
Clemson University Fire and EMS
Clinton Fire
Columbia-Richland Fire & Rescue
Crosswell Fire District
Dacusville Fire Department
Dorchester County Fire Rescue
Fairfield County Fire Service
Flint Hill Fire Rescue
Florence Fire Department
Georgetown City Fire Department
Georgetown County Fire/ EMS
Greenville City Fire Department
Hartsville Fire Department
Hilton Head Island Fire Rescue
Honea Path Fire EMS
Howe Springs Fire Rescue
Irmo Fire District
Jasper County Fire Rescue
Keowee Springs Fire District
Kershaw County Fire Service
Kingstree Fire Department
Lady's Island-St. Helena Fire District
Lancaster County Fire Rescue
Lancaster City Fire Department
Lee County Fire and Rescue
Liberty Area Fire District
Long Branch Fire Department
Lugoff Fire Rescue
Mayo Fire Department
Midway Fire Rescue
Murrells Inlet-Garden City Fire District
North Charleston Fire Department
North Myrtle Beach Department of Public Safety
Orangeburg County Fire District
Parker District Fire Department
Pelham-Batesville Fire Department
Pickens Fire Department
Pickens Rural Fire/Rescue
Piedmont Park Fire District
Poplar Springs Fire Department
Prosperity Volunteer Fire Department
Sandy Branch Volunteer Fire Department
Santee Fire District
Sardis -Timmonsville Fire Department
Sheldon Township Fire District
Smyrna Fire Department
South Lynches Fire Department
St. Andrews Fire Department
St. Johns Fire District
Sumter Fire Department
Taylors Fire Department
Tega Cay Fire Department
Town of McCormick Fire Department
Tyger River Fire Service Area
West Columbia Fire Department
West Florence Fire Rescue
Westview-Fairforest Fire Department
Williamsburg County Fire Department