

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

March 17, 2021

12:00 PM

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

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

SPECIAL MEETING AGENDA

1. **Call to Order - Chairman Steve Harper**
2. **Welcome and Recognition - Chairman Steve Harper**
3. **Pledge of Allegiance and Invocation - Council Member Terry Graham**

4. **Approval of the Agenda**

[deletion and additions of non-substantive matter]

5. **Citizens Comments**

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

6. **Non-Consent Agenda**

- a. Public Hearing and 3rd Reading of Ordinance 2021-1717 regarding Amending the Unified Development Ordinance regarding the Minimum Lot Size for the Institutional (INS) District
Ordinance Title: An Ordinance To Amend The Unified Development Ordinance To Modify The Minimum Lot Size For The Institutional (INS) District - ***Passed 7-0 at the February 22, 2021 County Council Meeting. Passed 7-0 at the March 8, 2021 County Council Meeting. - Rox Burhans***
- b. 3rd Reading of Ordinance 2021-1707 regarding Rezoning Property Owned by Tracey Griffin From RN to INS
Ordinance Title: An Ordinance To Amend The Official Zoning Map Of Lancaster County To Rezone A 0.46 Acre Tract Of Property (TMS # 0026-00-026.00), Owned By Tracey Griffin, And Located At

4889 Charlotte Highway, Lancaster, South Carolina, From RN, Rural Neighborhood District, To INS, Institutional District. - ***Planning Department Case Number: RZ-2020-2745. Planning Commission recommended approval by a vote of 7-0. Passed 7-0 at the February 8, 2021 County Council Meeting. Passed 7-0 at the February 22, 2021 County Council Meeting. - Rox Burhans***

- c. Public Hearing and 2nd Reading of Ordinance 2021-1718 regarding Approving a Reciprocal Easement Agreement Between Lancaster County And E&B Of Indian Land, LLC

Ordinance Title: An Ordinance Approving A Reciprocal Easement Agreement Between Lancaster County And E&B Of Indian Land, LLC - ***Passed 7-0 at the March 8, 2021 County Council Meeting. - John DuBose***

7. **Status of items tabled, recommitted, deferred or held**

- a. HELD - Public Hearing and 3rd Reading of Ordinance 2021-1713 regarding Authorizing the Execution and Delivery of a Special Source Revenue Credit Agreement with Project Smith

Ordinance Title: An Ordinance To Authorize The Execution And Delivery Of A Special Source Revenue Credit Agreement By And Among Lancaster County, #####, Inc., And @@@@, LLC, (Project Smith) Providing For Special Source Revenue Credits; And To Express The Intention Of Council To Provide Monies To The Economic Development Fund. - ***Passed 6-0 at the January 11, 2021 County Council Meeting (Larry Honeycutt absent). Passed 7-0 at the January 25, 2021 County Council Meeting. - Jamie Gilbert***

- b. HELD - 2nd Reading of 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. - ***Passed 7-0 at the February 8, 2021 County Council Meeting. - Steve Willis/John DuBose/Kim Belk***

8. **Miscellaneous Reports and Correspondence**

9. **Citizens Comments**

[If Council delays until end of meeting]

10. **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/UCgS1MrCYjcYcu1m-e6TV54w>***

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1717 / Planning Case Number:
Contact Person / Sponsor: Rox Burhans/Planning and John DuBose/County Attorney
Department: Planning
Date Requested to be on Agenda: 3/17/2021

Issue for Consideration:

A text amendment to modify the minimum lot size requirement for the Institutional (INS) District.

Points to Consider:

Staff recently discovered that the UDO requires a minimum lot size of one and a half (1.5) acres for the Institutional (INS) Zoning District.

The minimum lot size is problematic for proposed uses for properties zoned INS.

In order to not delay an impacted project we propose the following time schedule:

Rezoning Ordinance - 1st reading was on February 8th and 2nd reading is tonight on February 22nd. Third reading will be held to coincide with the text amendment ordinance.

Text Amendment ordinance - 1st reading on February 22nd and 2nd reading on March 8th.

Both ordinance would then be held pending Planning Commission action on March 16th. A special Council meeting on March 17th would address the required second public hearing and third reading of both ordinances.

Funding and Liability Factors:

N/A

Council Options:

To approve or reject the ordinance.

Recommendation:

The Administrator recommends approval of the ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1717	3/1/2021	Ordinance
Exhibit 1 to Ordinance 2021-1717	3/9/2021	Exhibit
Planning Staff Report	3/9/2021	Planning Staff Report
Exhibit 1: Application	3/9/2021	Exhibit
Exhibit 2: Proposed Change	3/9/2021	Exhibit
Public Hearing Notice	3/9/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2021-1717

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (“UDO”) TO MODIFY THE MINIMUM LOT SIZE FOR THE INSTITUTIONAL (INS) DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

- (a) Lancaster County made application to amend Section 2.4, District Development Standards, of the Unified Development Ordinance (UDO) to modify the minimum lot size required for development of a parcel of real property in the Institutional (INS) District.
- (b) The proposed text amendment has been found to be consistent with all applicable provisions of the Comprehensive Plan as required by Chapter 9.2.15.B.3. Further, the proposed text amendment has been reviewed for compliance with applicable provisions of SC Code Title VI and has been found to be consistent with those provisions.
- (c) The proposed amendment will provide much needed flexibility in the development of property located in the Institutional (INS) District.

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

Ordinance 2016-1442 (Unified Development Ordinance) Section 2.4, District Development Standards, is amended as set forth in “Exhibit 1” attached hereto and incorporated herein by reference.

Section 3. Severability.

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

Section 4. Conflicting Provisions.

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

Section 5. Effective Date.

This ordinance is effective upon Third Reading.

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: February 22, 2021 (title only)
Second Reading: March 8, 2021
Third Reading: March 17, 2021
Public Hearing: March 17, 2021

Approved as to form:

John DuBose, County Attorney

Exhibit 1

STANDARD	Institutional (INS)	Open Space Preservation (OSP)	Light Industrial (LI)	Heavy Industrial (HI)	Mining (M)
1. DEVELOPMENT STANDARDS					
A. District/Development Area (min)	4-5 acres 10,000 sf	n/a	2 acres*	6 acres	20 acres
B. Development/District Exterior Setback/Buffer	30 ft setback from adjacent AR, RR, RN, MH, LDR, MDR, HDR, OSP Districts. 10 ft setback from all other adjacent properties and adjacent streets.	n/a	25 ft setback from adjacent RB and GB Districts. 50 ft setback from all other adjacent properties and adjacent streets.	75 ft setback from adjacent RB and GB Districts. 150 ft setback from all other adjacent properties and adjacent streets. See Below (4)	75 ft setback from adjacent RB and GB Districts. 150 ft setback from all other adjacent properties and adjacent streets. See Below (4)
C. Density (max)	n/a	n/a	n/a	n/a	n/a
D. Open Space (min)	6%	n/a	n/a	n/a	n/a
E. Park Space (min)	n/a	n/a	n/a	n/a	n/a
2. LOT STANDARDS					
A. Lot Area (min)	4-5 acres 10,000 sf	n/a	n/a	n/a	n/a
B. Lot Width at Front Setback (min)	100 ft	n/a	n/a	n/a	n/a
C. Pervious Surface (min)	n/a	n/a	n/a	n/a	n/a
3. PRINCIPAL BUILDING					
A. Principal Front Setback (min)	40 ft (3)	n/a	40 ft (3)	50 ft (3)	50 ft (3)
B. Street Side/Secondary Front Setback (min)	35 ft	n/a	35 ft	35 ft	35 ft
C. Side (from adjacent lot) Setback (min)	35 ft	n/a	35 ft	35 ft	35 ft
D. Rear Setback (min)	35 ft	n/a	35 ft	35 ft	35 ft
E. Other Standards	See Below (3)	See Below (3)	See Below (3)	See Below (3)	See Below (3)
4. ACCESSORY STRUCTURE					
A. Side Setback	5 ft	n/a	5 ft	5 ft	5 ft
B. Rear Setback	5 ft	n/a	5 ft	5 ft	5 ft
C. Other Standards	See Below (1, 2)	See Below (1, 2)	See Below (1, 2)	See Below (1, 2)	See Below (1, 2)
5. PARKING CONFIGURATION					
A. Parking Location per Section 9.3	7.2.3		7.2.3	7.2.3	7.2.3
B. Parking in Exterior Setback/Buffer	n/a	n/a	n/a	n/a	n/a
6. BUILDING HEIGHT					
A. Principal Building (max)	50 ft	35 ft	50 ft	50 ft	60 ft
B. Accessory Structure (max)	35 ft	35 ft	35 ft	35 ft	35 ft
C. Additional Height Permitted with Additional Setback	1 ft additional height permitted with each 2 ft horizontal setback		1 ft additional height permitted with each 2 ft horizontal setback	1 ft additional height permitted with each 2 ft horizontal setback	1 ft additional height permitted with each 2 ft horizontal setback

1. Accessory structures over 600 sf must comply with principal setback requirement.
2. No accessory structures may be located on corner lots between the street and wall line of the principal structure.
3. For any nonresidential structure which is located immediately adjacent to a single family residential use or district, the lot boundary line minimum distance shall be determined as follows: For every foot building height, the developer shall provide setbacks equal to the height of the building. At no time shall the setback be less than what is indicated in the above table.
4. The Development/District Exterior Setback/Buffer shall not apply between adjacent LI and HI districts. A waiver of these requirements may be granted by the Administrator for LI and HI lots existing at the adoption date of this ordinance which do not meet the specified minimum District/Development Area. In such instances the building setback standards for the AR District shall apply. A waiver of these requirements may also be granted by the Administrator in order to permit access to an adjacent railroad right-of-way.

PROPOSAL: Amend Unified Development Ordinance Section 2.4, Development Standards, to decrease the minimum lot size and development area for the Institutional (INS) District.

APPLICABLE CHAPTER(S): Chapter 2

APPLICANT: Lancaster County

PROJECT SUMMARY & PROPOSAL:

Lancaster County proposes to amend Chapter 2 of the Unified Development Ordinance (UDO) to decrease the minimum lot size and development area for the Institutional (INS) District.

OUTLINE OF TEXT AMENDMENT:

The proposed text amendment would decrease the Minimum Lot Size and Development Area from 1.5 acres to 10,000 Square Feet.

The following section of the UDO is proposed to be amended:

Section 2.4, Development Standards: Amend to decrease the Minimum Lot Size and Development Area from 1.5 acres to 10,000 Square Feet.

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

FINDINGS AND CONCLUSIONS:

The proposed text amendment has been found to be consistent with the applicable provisions of the Comprehensive Plan as required by UDO Section 9.2.15.B.3, as well as with the applicable provisions of SC Code Title VI. The proposed text amendment would expand upon the sites which may be considered for institutional uses.

STAFF RECOMMENDATION:

Staff recommends approval of the proposed text amendment.

ATTACHMENTS:

1. Application
2. Proposed Text Amendment

STAFF CONTACT:

Ashley Davis, Planner

adavis@lancastersc.net



Planning Department

P.O. Box 1809, 101 N. Main Street, Lancaster, SC 29721
Phone: 803.285.6005, planning@lanastercountysc.net
www.mylanastersc.org

TEXT AMENDMENT APPLICATION

SUBMITTAL REQUIREMENTS

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

GENERAL INFORMATION

UDO Section(s) Proposed to be Amended UDO Chapter 2.4 Development Standards

Current Text Minimum Lot Size and Development Area in the INS district listed as 1.5 acres.

Proposed Text Decrease the minimum lot size and development area required in this district.

Description of Need for Proposed Text Lot size needed is inconsistent with multiple uses allowed in this district.

☐ Additional pages attached for more information

CONTACT INFORMATION

Applicant Name Lancaster County Administration

Address 101 N. Main St.

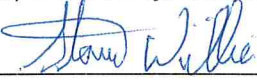
City Lancaster State SC Zip 29720 Phone 803-416-9300

Fax

Email

APPLICATION CERTIFICATIONS

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



Applicant

2-1-2021

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

2. Planning Commission

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

3. County Council

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

STANDARD	Institutional (INS)	Open Space Preservation (OSP)	Light Industrial (LI)	Heavy Industrial (HI)	Mining (M)
1. DEVELOPMENT STANDARDS					
A. District/Development Area (min)	4.5 acres 10,000 sf	n/a	2 acres*	6 acres	20 acres
B. Development/District Exterior Setback/Buffer	30 ft setback from adjacent AR, RR, RN, MH, LDR, MDR, HDR, OSP Districts. 10 ft setback from all other adjacent properties and adjacent streets.	n/a	25 ft setback from adjacent RB and GB Districts. 50 ft setback from all other adjacent properties and adjacent streets.	75 ft setback from adjacent RB and GB Districts. 150 ft setback from all other adjacent properties and adjacent streets. See Below (4)	75 ft setback from adjacent RB and GB Districts. 150 ft setback from all other adjacent properties and adjacent streets. See Below (4)
C. Density (max)	n/a	n/a	n/a	n/a	n/a
D. Open Space (min)	6%	n/a	n/a	n/a	n/a
E. Park Space (min)	n/a	n/a	n/a	n/a	n/a
2. LOT STANDARDS					
A. Lot Area (min)	4.5 acres 10,000 sf	n/a	n/a	n/a	n/a
B. Lot Width at Front Setback (min)	100 ft	n/a	n/a	n/a	n/a
C. Pervious Surface (min)	n/a	n/a	n/a	n/a	n/a
3. PRINCIPAL BUILDING					
A. Principal Front Setback (min)	40 ft (3)	n/a	40 ft (3)	50 ft (3)	50 ft (3)
B. Street Side/Secondary Front Setback (min)	35 ft	n/a	35 ft	35 ft	35 ft
C. Side (from adjacent lot) Setback (min)	35 ft	n/a	35 ft	35 ft	35 ft
D. Rear Setback (min)	35 ft	n/a	35 ft	35 ft	35 ft
E. Other Standards	See Below (3)	See Below (3)	See Below (3)	See Below (3)	See Below (3)
4. ACCESSORY STRUCTURE					
A. Side Setback	5 ft	n/a	5 ft	5 ft	5 ft
B. Rear Setback	5 ft	n/a	5 ft	5 ft	5 ft
C. Other Standards	See Below (1, 2)	See Below (1, 2)	See Below (1, 2)	See Below (1, 2)	See Below (1, 2)
5. PARKING CONFIGURATION					
A. Parking Location per Section 9.3	7.2.3		7.2.3	7.2.3	7.2.3
B. Parking in Exterior Setback/Buffer	n/a	n/a	n/a	n/a	n/a
6. BUILDING HEIGHT					
A. Principal Building (max)	50 ft	35 ft	50 ft	50 ft	60 ft
B. Accessory Structure (max)	35 ft	35 ft	35 ft	35 ft	35 ft
C. Additional Height Permitted with Additional Setback	1 ft additional height permitted with each 2 ft horizontal setback		1 ft additional height permitted with each 2 ft horizontal setback	1 ft additional height permitted with each 2 ft horizontal setback	1 ft additional height permitted with each 2 ft horizontal setback

1. Accessory structures over 600 sf must comply with principal setback requirement.
2. No accessory structures may be located on corner lots between the street and wall line of the principal structure.
3. For any nonresidential structure which is located immediately adjacent to a single family residential use or district, the lot boundary line minimum distance shall be determined as follows: For every foot building height, the developer shall provide setbacks equal to the height of the building. At no time shall the setback be less than what is indicated in the above table.
4. The Development/District Exterior Setback/Buffer shall not apply between adjacent LI and HI districts. A waiver of these requirements may be granted by the Administrator for LI and HI lots existing at the adoption date of this ordinance which do not meet the specified minimum District/Development Area. In such instances the building setback standards for the AR District shall apply. A waiver of these requirements may also be granted by the Administrator in order to permit access to an adjacent railroad right-of-way.

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 will conduct a public hearing on Tuesday, March 16, 2021. Lancaster County Council will conduct a public hearing on Monday, April 12, 2021. Both hearings will take place at 6:00 PM at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. RZ-2021-0289: 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 Neighborhood (RN). The intention is to locate a mobile home on the property.
2. RZ-2021-0114: Application by Matthew Ellis 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. The intention is to open a wedding venue. Companion case to RZ-2021-0261.
3. RZ-2021-0261: Application by Matthew Ellis 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. The intention is to open a wedding venue.
4. SD-2020-2137: Application by Craft Holdings LLC for a major preliminary plat consisting of 181 single-family detached lots on approximately 77.99 acres. The property to be developed is located on the east side of Catawba Ridge Blvd. and is identified as TM # 0106-00-003.02. The property is zoned PDD.

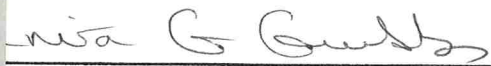
For the purpose of obtaining oral and written comments from the public regarding the following matters, the Lancaster County Planning Commission will conduct a public hearing on Tuesday, March 16, 2021 at 6:00 pm for the following matter. Lancaster County Council will conduct a public hearing at a special meeting of County Council on Wednesday, March 17, 2021 at 12:00 pm. Both hearings will take place at the Lancaster County Administrative Building located at 101 N. Main Street, Lancaster, SC.

1. UDO-TA-2021-0383: Application by Lancaster County to amend Unified Development Ordinance Section 2.4, Development Standards, to modify Minimum Lot Size and Minimum Development Size for the Institutional (INS) district.

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

Notice was published in The Lancaster
28, 2021.


Nita G. Gaudy
Notary Public of South Carolina

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1707 / Planning Case Number: RZ-2020-2745

Contact Person / Sponsor: Ashley Davis / Planning

Department: Planning

Date Requested to be on Agenda: 3/17/2021

Issue for Consideration:

Application by Tracey Griffin to rezone approximately 0.46 acres of land located at 4889 Charlotte Highway (TM #0026-00-026.00) from Rural Neighborhood (RN) to Institutional (INS). A companion text amendment will be forthcoming to reduce the minimum lot area to be in compliance with this rezoning request.

Points to Consider:

The subject property is currently zoned RN District. Pursuant to UDO Chapter 2.3, the RN 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.*

The requested INS District *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RN and INS Districts. The RN District is intended to protect the residential character of neighborhoods. Currently, this area can be characterized by single-family homes on lots of varying sizes as well as the presence of the Van Wyck Elementary School. Staff finds that the proposed rezoning of the property to INS District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

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 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 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 Suburban Single-Family Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested INS District is consistent with the Neighborhood Mixed-Use Future Land Use category.

Southern Panhandle Small Area Plan Consistency

The Southern Panhandle Small Area plan Recommended Land Use Map designates this area as **Institutional**. At this time the Small Area plan has received a recommendation to approve from the Planning Commission as well as approval during its first reading at County Council.

Funding and Liability Factors:

N/A

Council Options:

To approve or deny the rezoning.

Recommendation:

Staff recommended **approval** of the request to rezone.

Planning Commission recommended **approval** by a vote of 7-0

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1707	2/16/2021	Ordinance
Planning Staff Report	1/12/2021	Planning Staff Report
Exhibit 1: Application	1/12/2021	Exhibit
Exhibit 2: Location and Zoning Map	1/5/2021	Exhibit

STATE OF SOUTH CAROLINA

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ORDINANCE NO. 2021-1707

COUNTY OF LANCASTER

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AN ORDINANCE

TO AMEND THE OFFICIAL ZONING MAP OF LANCASTER COUNTY TO REZONE A 0.46 ACRE TRACT OF PROPERTY (TMS # 0026-00-026.00), OWNED BY TRACEY GRIFFIN, AND LOCATED AT 4889 CHARLOTTE HIGHWAY, LANCASTER, SOUTH CAROLINA, FROM RN, RURAL NEIGHBORHOOD DISTRICT, TO INS, INSTITUTIONAL DISTRICT.

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

Section 1. Findings and Determinations.

The Council finds and determines that:

(a) Tracey Griffin, applied to rezone 0.46 acres, more or less, located at 4889 Charlotte Highway, Lancaster, South Carolina (TMS No. 0026-00-026.00) from RN, Rural Neighborhood District, to INS, Institutional District.

(b) On January 19, 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 Neighborhood Mixed-Use, 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 requested INS 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 RN, Rural Neighborhood District, to INS, Institutional District, for the following property as identified by tax map number or other appropriate identifier:

Tax Map No. 0026-00-026.00 (0.46 acres, more or less)

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: February 8, 2021
Public Hearing: February 8, 2021
Second Reading: February 22, 2021
Third Reading: March 17, 2021

Approved as to form:

John DuBose, County Attorney

PROPOSAL: Request to rezone approximately 0.46 acres of property (TM# 0026-00-026.00)

PROPERTY LOCATION: 4889 Charlotte Hwy.

CURRENT ZONING DISTRICT: Rural Neighborhood (RN) District

PROPOSED ZONING DISTRICT: Institutional (INS) District

APPLICANT: Tracey Griffin

COUNCIL DISTRICT: District 1, Terry Graham

OVERVIEW:

Proposal

The applicant has submitted a request to rezone their property located at 4889 Charlotte Hwy. The request comes in hopes of being able to establish a hair salon in the existing structure. Previous uses of this site include a fire station and more recently a church. Hair Salons are permitted in the requested Institutional (INS) District.

Site Information

The parcel to be rezoned is currently improved with an existing structure that was most recently a small church.

Summary of Adjacent Zoning and Uses

The property is surrounded predominantly by other INS and RN zoned properties.

Adjacent Property	Jurisdiction	Zoning District	Use
North	Lancaster County	INS	Van Wyck Elementary School
South	Lancaster County	INS; RN	Van Wyck Elementary School; Single-Family Residential
East	Lancaster County	RN	Single-Family Residential
West	Lancaster County	INS; RN	Van Wyck Elementary School; Hall Family Farm

ANALYSIS & FINDINGS:

Zoning Districts

As previously noted, the subject property is currently zoned RN District. Pursuant to UDO Chapter 2.3, the RN 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.*

The requested INS District *is intended to allow for the continued and future use, expansion, and new development of academic and religious campuses, governmental and health facilities and public and private utility infrastructure. The goal is to promote the many varied uses associated with such institutions while maintaining the overall design integrity of the campus setting and minimizing any adverse impacts on the neighboring residential areas.*

Compatibility with Surrounding Area

As noted previously, the subject property is predominately surrounded by the RN and INS Districts. The RN District is intended to protect the residential character of neighborhoods. Currently, this area can be characterized by single-family homes on lots of varying sizes as well as the presence of the Van Wyck Elementary School. Staff finds that the proposed rezoning of the property to INS District is generally compatible with the surrounding area and consistent with UDO Section 2.3.

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 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 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 Suburban Single-Family Neighborhood Community Type are, by default, intended to be compatible with the existing suburban character of the area.

The requested INS District is consistent with the Neighborhood Mixed-Use Future Land Use category.

Neighborhood Mixed Use: 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	

Southern Panhandle Small Area Plan Consistency

The Southern Panhandle Small Area plan Recommended Land Use Map designates this area as **Institutional**. At this time the Small Area plan has received a recommendation to approve from the Planning Commission as well as approval during its first reading at County Council.

INFRASTRUCTURE CONSIDERATIONS

Transportation

A Traffic Impact Analysis (TIA) is not required for this rezoning request. No improvements are required.

Public Utilities

No additional utilities are required for this request.

Public Schools

This request will not result in additional students.

The subject property is in the attendance zones of Van Wyck Elementary, Indian Land Middle and Indian Land High Schools.

PHOTOS OF PROJECT AREA:



Looking south along Charlotte Hwy.



Looking north along Charlotte Hwy.



Looking directly at property from Charlotte Hwy.



*Looking directly across from the property on
Charlotte Hwy.*

STAFF RECOMMENDATION:

Staff recommends **approval** of the request to rezone, pursuant to the following findings of fact for RZ-2020-2745:

1. That the subject project consists parcel TM# 0026-00-026.00;
2. That the subject property is currently zoned RN District and proposed to be rezoned INS District;
3. That the subject property has a Future Land Use designation of Neighborhood Mixed Use;
4. That the subject property has a recommended future land use of Institutional; and
5. That the proposed INS District is generally consistent with the surrounding area which is comprised of INS and RN Districts.

ATTACHMENTS:

1. Rezoning Application
2. Location Map/ Zoning Map

STAFF CONTACT:

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

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 4898 Charlotte Hwy
City Lancaster State SC Zip 29720 Tax Parcel ID 0026-00-024.00
Current Zoning Rp: rural neighborhood Current Use church
Proposed Zoning institutional / ~~residential~~ Total Acres 0.46
Project Description School

Surrounding Property Description institutional / residential

CONTACT INFORMATION

Applicant Name Tracey Griffin
Address 1379 S. Potter Rd.
City Lanc. State SC Zip 29720 Phone 803-3700708
Fax _____ Email griffintracey2010@gmail.com
Property Owner Name Buy Properties
Address 4401 E. Independence Blvd. #204
City Charlotte State N.C. Zip 28226 Phone _____
Fax (704) 563-3311 Email faithshoet@hotmail.com
MAIL

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)

Date

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

LANCASTER COUNTY OFFICE USE ONLY

Application Number 2020 2745 Date Received 11-16-2020 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.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1718

Contact Person / Sponsor: John DuBose / County Attorney

Department: Attorney

Date Requested to be on Agenda: 3/17/2021

Issue for Consideration:

The Indian Land Recreation Center and an adjacent parcel of real property owned by E&B of Indian Land, LLC ("E&B") are both being improved and certain easement grants are required by each party in favor of the other party in order to facilitate development of each parcel.

The Reciprocal Easement Agreement ("REA") is attached as an exhibit to the ordinance and details the proposed easement grants by the parties.

Points to Consider:

The REA sets forth the easement grants by each party. County staff has been substantively involved in reviewing the site plans for each property and staff has collaborated with the County design professionals and the E&B design professionals to minimize the impact of the encumbrances on each property.

E&B will be constructing a sewer upgrade to serve its property. E&B will also be constructing a water line extension to serve both properties with County reimbursing E&B 50% percent of the cost of the water line extension. The reimbursement is exempt from the procurement process.

Funding and Liability Factors:

N/A for the REA.

County will reimburse E&B 50% percent of the cost of the waterline extension. The reimbursement is exempt from the procurement process.

Council Options:

To approve or deny the grant of easements to E&B and receipt of easements from E&B that are necessary for the development of both the Indian Land Recreation Center and the adjacent parcel owned by E&B.

Recommendation:

Approval of the REA by passage of the Ordinance.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance 2021-1718	3/1/2021	Ordinance
Exhibit A to Ordinance 2021-1718 - Reciprocal Easement Agreement	3/1/2021	Ordinance
Notice of Public Hearing for Ordinance 2021-1718	3/8/2021	Public Hearing Notices

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

ORDINANCE NO. 2021- 1718

**AN ORDINANCE APPROVING A RECIPROCAL EASEMENT AGREEMENT
BETWEEN LANCASTER COUNTY AND E&B OF INDIAN LAND, LLC**

WHEREAS, Lancaster County's Indian Land Recreation Center and an adjacent parcel of real property owned by E&B of Indian Land, LLC ("E&B") are both currently scheduled for improvement projects and certain easement grants are required by each party in favor of the other party to facilitate development of each parcel or real property.

WHEREAS, the easement grants required by each party were arrived at after careful consideration and planning by independent design professionals hired by Lancaster County and independent design professionals hired by E&B so that the impact of the easement grants upon each project was minimized.

WHEREAS, the easements are set forth in the Reciprocal Easement Agreement ("REA") attached as Exhibit A to this ordinance.

WHEREAS, without the reciprocal easements proposed in the REA both Lancaster County and E&B would be faced with great practical difficulty and expense, and possible impossibility, in completing the contemplated improvement projects.

WHEREAS, the easement grants contained in the REA are mutually beneficial to Lancaster County and E&B and sound land use planning principles advocate for approval of the REA.

WHEREAS, the action of approving the REA represents an important and necessary governmental function.

NOW, THEREFORE, BE IT ORDAINED, by the County Council, as follows:

Section 1. Approval of Reciprocal Easement Agreement.

Council authorizes and approves the easement grants contained in the REA. The form of the REA is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the REA are incorporated herein by reference as if the REA were set out in this ordinance in its entirety. The County Administrator is authorized to execute and deliver the REA on behalf of the County. By adoption of this ordinance, Council approves the REA and all of its terms, provisions and conditions. The REA is to be in substantially the form as attached to this ordinance and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the REA, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the REA attached to this ordinance.

Ordinance 2021- 1718
Page 1 of 2

Section 3. Authority to act.

The Council Chair, the Clerk to Council, the County Administrator, the Deputy County Administrator, and County Attorney each are authorized to take such actions and to execute such documents as may be necessary to effectuate the purposes of this ordinance.

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 elsewhere in the Lancaster County Code or other County ordinances, resolutions or orders, the provisions contained in this ordinance, only to the extent of the conflict, supersede all other provisions and this ordinance is controlling.

Section 6. Effective date.

This ordinance is effective upon Third Reading.

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: March 8, 2021
Public Hearing: March 17, 2021
Second Reading: March 17, 2021
Third Reading: April 12, 2021

Approved as to form:

John K. DuBose, III, County Attorney

Drawn by and after recording mail to:
Brockmann Law (jtl)
17250 Lancaster Highway, Suite 608
Charlotte, NC 28277

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "**REA**") is made and entered into as of the ____ day of February 2021, by and between **E&B OF INDIAN LAND, LLC**, a South Carolina limited liability company ("**Developer**"), and **LANCASTER COUNTY, SOUTH CAROLINA**, a body corporate and politic and a subdivision of the State of South Carolina ("**County**").

RECITALS

A. **WHEREAS**, Developer is the owner of that certain +/- 1.77 acre parcel of land located off of U.S Highway 521, Indian Land, South Carolina, designated as TMS 0013-00-048.04 and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("**Tract 1**").

B. **WHEREAS**, County is the owner of (i) that certain +/- 2.62 acre parcel of land located off of U.S Highway 521, Indian Land, South Carolina, designated as TMS 0013-00-047.01 ("**Tract 2**"), and (ii) that certain +/- 7.0 parcel of land located in Indian Land, South Carolina, designated as TMS 0013-00-048.01 ("**Tract 3**"), as the same are more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference. Each owner of fee simple title to any portion of Tract 1, Tract 2 and Tract 3 is referred to in this REA as an "**Owner**". Tract 1, Tract 2 and Tract 3 are collectively referred to herein as the "**Tracts**".

C. **WHEREAS**, Developer has leased Tract 1 to Goodwill Industries of the Southern Piedmont, Inc. (together with its successors and assigns, "**Tenant**") under that certain Lease dated November 30, 2020 (the "**Tenant Lease**") in order for Tenant to operate a Goodwill Store and for other purposes permitted pursuant to such lease.

D. **WHEREAS**, conditions for development of Tract 1 include: (i) the design, construction, operation and maintenance of an engineered waterline extension from TMS 0013-00-047.03 (the "Quiktrip Parcel") across Tract 2 for the benefit of Tract 1 and Tract 2 (the "Water Line Extension"); (ii) the design, construction, operation and maintenance of a sewer line upgrade from EX-MH 2 to the north to EX-MH

(Grate 642.46/INV out 628.86) for the benefit of Tract 1 (the “Sewer Line Upgrade”); (iii) the design, and construction of a Stormwater conveyance pipe on Tract 3 property adjacent to the Northeast boundary of Tract 1 for the benefit of Tract 3 (the “Stormwater Control Measure”); (iv) an easement for the purpose of pedestrian access for the benefit of the Tracts; (v) the assumption by Developer and County of certain specified maintenance and repair responsibilities; and

E. **WHEREAS**, Developer and County desire to declare and establish certain easements and other declarations and agreements for the benefit of the Tracts.

NOW, THEREFORE, in consideration of the Recitals, the mutual grants and consents set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and County hereby agree as follows:

1. Easement Grants by County. County, for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to Developer, its respective successors, assigns, the following easements (collectively, the “**County Easements**”):

a. Utility Easements. A perpetual, non-exclusive easement over, under, through and across the Tract 2 and Tract 3 for the purpose of access to the electrical, sanitary sewer, domestic-potable and fire hydrant water, gas and other like public and private utility systems, and the lines, swales, pipes, wires, conduits, poles, transformers, pads, tanks, cisterns, manholes and other related equipment and materials comprising said systems as more particularly shown on that certain Utility Plan C650 drawing dated February _____, 2021 and entitled “Indian Land Recreation Center Water and Sewer Extension” prepared by ADC Engineering, a copy of which is attached hereto as **Exhibit B** and incorporated herein (the “**Utility Plan**”).

b. Access Easement. A perpetual, non-exclusive easement for the benefit of the Owners of the Tracts, their respective Occupants (as hereafter defined) and Permittees (as hereafter defined), for the purpose of pedestrian access, ingress and egress, over, under, through and across the access ways, and other access improvements as more particularly shown on that certain Grading and Drainage Plan C400 drawing dated February _____, 2021 and entitled “Goodwill – Indian Land” prepared by Burton Engineering, a copy of which is attached hereto as **Exhibit C** and incorporated herein (the “**Grading and Drainage Plan**”). It is expressly understood that all Tracts must “self-park” (*i.e.*, no cross-parking easements are granted pursuant to this REA). For purposes of this REA, (i) the term “**Occupant**” means any tenant (including, without limitation, Tenant), occupant or permitted person occupying a Tract under a written lease or license with an Owner; and (ii) the term “**Permittee**” and “**Permittees**” means all Owners, Occupants and the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees of the Owners and Occupants.

c. Temporary Construction Easement. A temporary nonexclusive easement over, through, under, above and across Tract 2 and Tract 3 in all areas which are generally adjacent to Tract 1 and otherwise reasonably necessary for Developer’s development of Tract 1, including but not limited to, access purposes and for purposes of staging and otherwise conducting all construction and related work reasonably required to excavate, grade, construct and develop Tract 1 (the “Developer Temporary Construction Easement”). The Developer Temporary Construction Easement herein granted is temporary and shall terminate without need for action of either party hereto upon the earlier of (i) final acceptance of all improvements contemplated herein for maintenance by the applicable Governmental Authorities or utility authorities, or (ii) December 31, 2021. Developer agrees to store its construction materials and utilize the temporary construction easement in a manner that will not unreasonably interfere with or delay County’s development of Tract 2 and Tract 3.

2. Easement Grants by Developer. Developer, for itself, its successors and assigns, hereby grants, sells, conveys, assigns and transfers to County (and its successors, assigns, employees, agents, consultants and contractors, as the case may be), for its benefit and for the benefit of the Tracts and to facilitate development and utilization of the Tracts the following easements (collectively, the “**Developer Easements**”):

a. Utility Easements. A perpetual, non-exclusive easement over, under, through and across a limited portion of Tract 1 for the purpose of access to the electrical, sanitary sewer, domestic-potable and fire hydrant water, gas and other like public and private utility systems, and the lines, swales, pipes, wires, conduits, and other related equipment and materials comprising said systems as more particularly shown on the Utility Plan.

b. Temporary Construction Easement. Developer hereby grants, sells, bargains and conveys to County (and its successors, assigns, employees, agents, consultants and contractors, as the case may be), for its benefit and for the benefit of the Tracts and to facilitate development of Tract 1 and the installation of the Easements, a temporary nonexclusive easement over, through, under, above and across Tract 1 in all areas which are generally adjacent to Tracts 2 & 3 and otherwise reasonably necessary for the installation of the Easements, for access purposes and for purposes of staging and otherwise conducting all construction and related work reasonably required to excavate, grade, construct and install the Easements and otherwise in conjunction with work related to the installation of the Easements (the “County Temporary Construction Easement”). The County Temporary Construction Easement herein granted is temporary and shall terminate without need for action of either party hereto upon the earlier of (i) final acceptance of all improvements contemplated herein for maintenance by the applicable Governmental Authorities or utility authorities, or (ii) December 31, 2021. County agrees to store its construction materials and utilize the temporary construction easement in a manner that will not unreasonably interfere with or delay Developer’s development of Tract 1.

c. Access Easement. A perpetual, non-exclusive easement for the benefit of the Owners of the Tracts, their respective Occupants (as hereafter defined) and Permittees (as hereafter defined), for the purpose of pedestrian access, ingress and egress, over, under, through and across the access ways, and other access improvements as more particularly shown on the Grading and Drainage Plan. It is expressly understood that all Tracts must “self-park” (*i.e.*, no cross-parking easements are granted pursuant to this REA). For purposes of this REA, (i) the term “**Occupant**” means any tenant (including, without limitation, Tenant), occupant or permitted person occupying a Tract under a written lease or license with an Owner; and (ii) the term “**Permittee**” and “**Permittees**” means all Owners, Occupants and the partners, officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees and licensees of the Owners and Occupants.

3. Repair and Maintenance.

The Parties contemplate that the County Easements and Developer Easements will require periodic maintenance (County Easements and Developer Easements are collectively referred to as “**Easements**” herein). Except as set forth below, the Owner of each Tract from time to time shall be responsible for repairing, maintaining, and replacing the Easements, to the extent the same are located on that Owner’s Tract, at such Owner’s sole cost and expense, in good condition. Notwithstanding the foregoing, the Owner of Tract 3 shall be responsible for repairing, maintaining, and replacing the Stormwater Control Measure.

Notwithstanding the foregoing to the contrary:

a. In the event that the Owner of a Tract (the “**Responsible Owner**”), or Responsible Owner’s respective contractors, tenants, agents or invitees, causes any damage to any Easements located on any other Tract, then the Responsible Owner shall bear the responsibility for repairing and replacing

such damaged area as needed to bring the damaged area to the condition which existed prior to such damage, at the sole cost and expense of the Responsible Owner.

b. In the event that any of the Easements are dedicated to and accepted for public maintenance purposes by a public utility company and/or governmental authority having jurisdiction, the applicable foregoing repair, maintenance and replacement obligations of the applicable Owner shall cease from and after the date of such dedication.

c. In the event that any Owner fails or refuses to perform its obligations hereunder, as required herein, and such failure or refusal continues for a period of thirty (30) days after receipt by it of any notice from any other Owner, then such Owner as has given notice (the “**Complying Owner**”) may undertake such obligations on behalf of the other party (the “**Defaulting Owner**”). In such event, the Complying Owner shall be entitled: (i) to perform such obligations and incur the costs thereof; and (ii) to seek and collect reimbursement from the Defaulting Owner for the Complying Owner’s actual, out-of-pocket costs in connection with performing such obligations. The Defaulting Owner shall be responsible for any and all actual, out-of-pocket costs (including reasonable attorneys’ fees) incurred by the Complying Owner in seeking to collect amounts owed under this Section 3(c). Notwithstanding anything contained herein to the contrary, so long as the Tenant Lease is in full force and effect, Tenant shall be entitled to the same self-help rights and remedies as an Owner under this Section 3(c) as if it were the Complying Owner of Tract 1 and the Owner of Tract 2 and/or Tract 3 is the Defaulting Owner.

4. Relocation of Facilities. Any Owner shall have the right, at no cost to any other Owner, to relocate any Easements (including, without limitation, drainage, utility or access facilities or improvements) located on the relocating Owner’s Tract to another location within such Owner’s Tract which are subject to another Owner’s easement rights; provided, however, in each such case, (i) the quality, capacity and usefulness for their intended purpose of the replacement improvements or facilities shall be the same or greater than that of the existing improvements or facilities, (ii) the relocating party shall obtain all consents and approvals that are required under applicable laws in connection with any such relocation, (iii) the relocated improvements or facilities shall be constructed with materials and design standards which equal or exceed those used in connection with the existing improvements or facilities, (iv) the relocated improvements or facilities shall comply with all then-applicable legal requirements, (v) the relocation shall not interfere with the ongoing business operations of any other Owner or Occupant of the Tracts or the visibility of the signage of any other Owner or Occupant of the Tracts in any material respect, and (vi) the relocation does not interfere with the access or utility services to any other Owner or Occupant of the Tracts.

5. Insurance.

(a) Insurance. Developer shall maintain or cause to be maintained in full force and effect comprehensive public liability insurance with a financially responsible insurance company or companies licensed to do business in South Carolina insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by, the condition, use or occupancy of Developer’s Tract or the improvements located thereon. Such insurance shall provide for an aggregate limit of not less than One Million Dollars (\$1,000,000.00) for personal or bodily injury or death and an aggregate limit of not less than One Million Dollars (\$1,000,000.00) in respect of any instance of property damage.

(b) County maintains insurance coverage through the South Carolina Property and Liability Trust and the County’s liability is governed and limited by the South Carolina Tort Claims Act.

(c) Each Owner shall furnish to any other Owner requesting the same evidence that the insurance described above is in full force and effect. All policies of insurance carried by any Owner pursuant hereto may be obtained by an Occupant on such Owner's behalf.

7. Miscellaneous Provisions.

a. Governing Law; Severability. The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this REA. If any provision of this REA shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

b. Remedies Cumulative; Equitable Relief. The rights and remedies reserved in this REA shall be cumulative and may be pursued individually, collectively or successively by the parties entitled thereto. Tenant (and its successors and assigns) shall have the rights and remedies available to Developer under this Agreement, including the right to exercise self-help remedies in connection with any repair obligations and the right to receive reimbursements in connection therewith as set forth above. No right or remedy set forth herein shall be construed to limit, restrict, impair or impede any other rights available to any party at law or in equity. No right or remedy set forth herein shall be construed to abrogate, abridge, modify, impair or impede the rights at common law of any party subject to this REA. It is hereby declared that irreparable harm will result to any Owner, or its successors and assigns, by reason of any breach or default of the provisions or covenants herein and, therefore, the Owner harmed shall be entitled to relief by way of injunction or specific performance. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this REA. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

c. Successors and Assigns. The terms, provisions and covenants of this REA shall be binding upon the Owner(s) of any fee parcel described herein.

d. Amendment to REA. This REA may be amended only by a written agreement executed by (i) Developer (for so long as Developer is an Owner) and (ii) any Owner whose enjoyment of its parcel, or whose rights or obligations under this REA, would be materially, adversely affected by virtue of such amendment.

e. Binding Effect. The conditions, restrictions and easements contained in this REA are covenants running with the land; they shall be binding upon and inure to the benefit of Developer and County's respective successors and assigns in title to all or part of the Tracts, each tenant now or hereafter leasing any part of the Tracts, and each lender making a loan secured by a mortgage on all or any part of the Tracts. This REA and the rights granted and created hereby, including, but not limited to, the easements created hereunder, shall be superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances and documents affecting all or any part of the Tracts that is recorded in the Lancaster County Public Registry. Any person or entity foreclosing any such mortgage, deed of trust, lien or encumbrance and any persons or entities acquiring title to, or an interest in, any part of the Tracts as a result thereof shall acquire and hold title expressly subject to the provisions of this REA.

f. Waivers. No delay or omission by any Owner in exercising any right or power accruing upon any default, non-compliance or failure of performance of any of the provisions of this REA by any other Owner shall be construed to be a waiver thereof. A waiver by any Owner of any obligation

of any other Owner shall not be construed to be a waiver of any subsequent breach of such obligation, or a waiver of any breach of any other terms, covenants or conditions of this REA.

g. Attorneys' Fees. If any action, suit, arbitration or other proceeding is instituted to remedy, prevent or obtain relief from any default in the performance by any Owner (or ground lessee) of its obligations under this REA, the prevailing party shall be reimbursed by the other party for all of its costs and expenses, including without limitation reasonable attorneys' fees, incurred in each such action, suit, arbitration or other proceeding. As used in this REA, the term "reasonable attorneys' fees" shall be deemed to mean the actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fee charged by such attorneys, as opposed to any statutory presumption that may then be in effect in the State of South Carolina.

h. Private Agreement. Except as set forth herein, nothing contained in this REA shall be deemed to be a gift or dedication of any portion of the Tracts to the general public or for any public use or purpose whatsoever.

i. No Partnership. The provisions of this REA are not intended to create, and shall not be interpreted to create, a joint venture, a partnership or any similar relationship between the Owners.

j. Exculpation. Notwithstanding any provision to the contrary contained in this REA, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any Owner, its shareholders, officers, directors, members, managers, or partners, with respect to the performance or non-performance of any of its obligations under this REA. Each Owner shall look solely to the portion of the Tracts owned by any Defaulting Owner, the improvements located thereon and any insurance or condemnation proceeds related thereto, for the satisfaction of any remedy of the Complying Owner resulting from the breach of any of the obligations or covenants of this REA by the Defaulting Owner; provided, however, that this provision shall be not deemed to affect the right of any Owner to seek injunctive relief or to bring suit for specific performance. If any Owner conveys its fee simple interest in its portion of the Tracts, that Owner shall be relieved from all obligations under this REA accruing after the date of the conveyance.

k. Counterparts. This REA may be executed in separate counterparts, which, taken together, shall be considered as one instrument.

l. Notices. Any notice, consent or other communication permitted or required by this REA shall be in writing, and shall be given to the applicable Owner(s), at the addresses set forth in then-current tax records of Lancaster County, South Carolina, in the following manner (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery.

m. Non-Interference. Except as otherwise provided herein, in no event shall an Owner block, restrict, limit or otherwise materially interfere with any other Owner's use and enjoyment of the Easements or their respective Tract, without the prior consent of the affected Owner and Tenant (so long as the Tenant Lease is in full force and effect). Further notwithstanding anything set forth in this REA to the contrary, the Owners shall exercise their rights set forth in this REA in a manner which minimizes disruption to any uses, events or activities taking place upon any other Tract, and in no event may any Easements encroach upon any building improvements on a Tract without the consent of the affected Owner(s) and Tenant (so long as the Tenant Lease is in full force and effect).

n. Tenant Rights. Tenant (and its successors and assigns) shall have the rights and remedies available to Developer under this Agreement, including the right to exercise self-help remedies in connection with any repair obligations and the right to receive reimbursements in connection therewith as set forth above.

o. Force Majeure. Whenever performance is required of any Owner hereunder, such Owner shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this REA.

[Signature pages attached]

IN WITNESS WHEREOF, Developer has executed this REA by authority duly given, as of the date first written above.

_____ Witness 1 Print Name: _____ _____ Witness 2 Print Name: _____	E&B OF INDIAN LAND, LLC, a South Carolina limited liability company By: _____ Name: _____ Title: _____
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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, _____, a Notary Public for State of North Carolina do hereby certify that Elton Braho personally came before me this day and acknowledged that (s)he is the Manager of **E&B OF INDIAN LAND, LLC**, the Grantor herein, (the “Company”) and that (s)he, being authorized to do so, executed the foregoing document on behalf of the Company.

Date: _____, 2021

(Official Seal)

Notary Public
Printed or Typed Name _____
My commission expires: _____

IN WITNESS WHEREOF, Developer has executed this REA by authority duly given, as of the date first written above.

_____ Witness 1 Print Name: _____ _____ Witness 2 Print Name: _____	LANCASTER COUNTY, a body corporate and politic and a subdivision of the State of South Carolina By: _____ Name: _____ Title: _____
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STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: _____.

Date: _____, 2021

(Official Seal)

Notary Public
Printed or Typed Name _____
My commission expires: _____

EXHIBIT A



EXHIBIT B

UTILITY PLAN

EXHIBIT C

GRADING AND DRAINAGE PLAN

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 Wednesday, March 17, 2021, at 12:00 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. 2021-1718, an ordinance titled **"AN ORDINANCE APPROVING A RECIPROCAL EASEMENT AGREEMENT TO FACILITATE DEVELOPMENT OF THE INDIAN LAND RECREATION CENTER EXPANSION AND AN ADJACENT DEVELOPMENT PROJECT."** 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 *February 28, 2021.*

Benisa G. Gumb

Notary Public of South Carolina

My Commission Expires
January 13, 2031

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1713 - HELD

Contact Person / Sponsor: Jamie Gilbert / Economic Development

Department: Economic Development

Date Requested to be on Agenda: 3/17/2021

Issue for Consideration:

LCDED is working with a Project Smith, a well-established and respected business that is considering purchasing an existing industry building in Lancaster County for its office, manufacturing and warehouse operations. The company has evaluated locations throughout the Carolinas. The company has identified an existing building in Lancaster County as their preferred location. If Project Smith were to locate in Lancaster County, the project would result in a capital investment of over \$7 million and 43 new jobs in Lancaster County. No positions at the operation will have an annual salary of less than \$40,000.

In an effort to secure the Project Smith's commitment to expanding their operations to Lancaster County, LCDED has proposed to the company a thirty year Special Source Revenue Credit (SSRC) at 62% annually to be applied against a the project's real and personal property ad valorem taxes.

Points to Consider:

- Project Smith is a well-respected and established company that would be desirable to have in Lancaster County.
- The project is competitive and property tax reductions are critical to the securing the project in Lancaster County.
- The purchase of the existing building represents a significant portion of the project's capital investment. The building is not eligible for a FILOT since it is currently being taxed. At one time, the building was subject to a FILOT that has since expired.
- Project Smith's purchase is expected to triple the market value of the building. This will proportionally increase the ad valorem taxes on the building.
- The SSRC will assist Project Smith in offsetting the 9% manufacturing assessment rate (FILOT rates are 6%), the annual change in millage (millage rates are locked in under a FILOT) and the increase in the building assessment both at the time of purchase and the five year reassessment process (building values are frozen for the term of the FILOT).

Funding and Liability Factors:

There are no funding or liability factors. As previously noted, the SSRC applies to an existing property being taxed; however, Project Smith's purchase and upgrades are expected to increase the value of the building three fold. As a result, real property tax revenues after year five are expected to increase over what is currently being generated. If the building were to remain vacant, real property taxes from Project Smith after incentives are applied will more than double on the property.

Council Options:

County Council can approve, amend, table or reject the Project Smith SSRC Ordinance.

Recommendation:

LCDED recommends County Council approve the Project Smith SSRC Ordinance as presented.

Agenda Item Summary

Ordinance # / Resolution #: Ordinance 2021-1705 - HELD

Contact Person / Sponsor: Steve Willis/ John DuBose

Department: Administration

Date Requested to be on Agenda: 3/17/2021

Issue for Consideration:

Consideration of amendments to the Impact Fee Study.

Points to Consider:

This matter is presented for First Reading but staff fully understands that Council may not be ready to have First Reading approval.

This is an opportunity for Council to propose potential amendments to the Impact Fee Study so that staff can make the necessary changes. Changes to one part of the study will likely affect other parts as well.

For example, staff understands there is likely some sentiment to remove the Camp Creek Fire Department area from the study. That is certainly a policy decision for Council to make. If we remove it from the study we will need to recalculate the financial portion and remove that area from receiving any direct benefit.

Council may also decide to restrict one or more service areas to the original study area. Again, we will need direction from Council and this is the opportunity to propose an amendment and see if it passes.

I would note that this is NOT the time to determine if Council desires to charge a reduced percentage of any fee; for example only charging 75% of the EMS fee or 50% of the Fire fee, That comes later in the process.

At this point we are requesting Council to propose amendments to the study for areas where you would like to see changes. You can vote on amendments to an Ordinance in a regular Council meeting while you may not at Committee of the Whole.

Once Council has voted on whatever amendments you choose to approve, we plan to return to the consultant to make those changes to the study. Council could certainly approve First Reading and we would have the changes at Second Reading but I suspect Council would be more comfortable with us bringing you an amended study for First Reading consideration at a future Council meeting.

Funding and Liability Factors:

Unknown at this point. This will depend on what changes Council may choose to make.

Council Options:

To make such amendments regarding the size of the study area and what services you would like to see in specific areas. Also, if Council were to decide it no longer wished to pursue a particular service this would be the time to make that decision.

Recommendation:

N/A - this is for Council to make policy decisions on geographic and service areas.